



June 2, 2015 9:00 am

1. Call to Order by Mayor Jan J. Moore
2. Invocation and Pledge of Allegiance by Councilman Phil Boyum
3. Public Comments (Agenda Item):
4. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 05-19-2015 Council Minutes
 - b) 05-19-2015 Executive Session Minutes
5. Presentation regarding Guaranteed Maximum Pricing and cost allocations for the Fabrication Laboratory, Business Innovation Center, Arts Incubator, and Smith Alley. Presentation to be given by GSU Project Manager Carrie Thorne and City of Statesboro Project Manager Mandi Cody.
6. Consideration of a motion in accordance with the Memorandum of Understanding between Georgia Southern University, the Georgia Southern University Research and Service Foundation, Inc. and the City of Statesboro regarding the GSU E Zone and Innovation Incubator to approve final design plans and guaranteed maximum pricing allocations for the Fabrication Laboratory, Business Innovation Center, Arts Incubator, and Smith Alley as presented by staff.
7. Consideration of a motion to authorize the issuance of a building permit for city owned buildings zoned Central Business District at 58 and 62 East Main Street and Smith Alley for improvements shown in the staff presentation upon a submittal of construction documents demonstrating compliance with all state and local development regulations.
8. Consideration of motion to authorize the Mayor to enter into an Intergovernmental Rental Agreement with the Board of Regents of the University System of Georgia by and on behalf of Georgia Southern University for City owned property commonly known as 58 East Main Street for the property's use by Georgia Southern University as the City of Statesboro / Georgia Southern University Fabrication Laboratory and Business Innovation Center.
9. Consideration of a motion to authorize the Mayor to enter into an Intergovernmental Rental Agreement with the Board of Regents of the University System of Georgia by and on behalf of Georgia Southern University for the City owned property commonly known as 62 East Main Street for the property's use by Georgia Southern University as the City of Statesboro / Georgia Southern University Fabrication Laboratory and Business Innovation Center.

10. Consideration of motion to approve **Resolution 2015-14**: A Resolution authorizing the City of Statesboro to make application to the United States Department of Economic Development Administration for an additional \$200,000 in funding for the City of Statesboro / Georgia Southern University Fabrication Laboratory and Business Innovation Center. (Council's motion to include an approval of match dollars that may be committed in this application).

11. Consideration of a motion to approve a **Resolution 2015-13**: A Resolution authorizing the City of Statesboro to make application to the FY 2016 Tourism Product Development Grant in the amount of \$15,000 on behalf of the Averitt Art Center for utilization in the Arts Incubator portion of the City of Statesboro / Georgia Southern University Fabrication Laboratory and Business Innovation Center.

12. Consideration of a motion to approve Memorandum of Understanding between the Averitt Center for the Arts and the City of Statesboro regarding the FY 2016 Tourism Product Development Agreement from the Georgia Department of Economic Development Tourism Division and the Georgia Council for the Arts.

13. Administrative Hearing for alleged alcohol violation as pursuant to Chapter 6 of the City of Statesboro Alcohol Ordinance:
 - A) Enforcement from the Statesboro Police Department:

	Offense in 12 month period	Citation Date
a) Robert Dannacher Big K-Mart 715 Northside Drive East	1st offense	April 16, 2015
b) Gopiben A Patel Zip N Go #10 1803 Chandler Road	1st offense	April 16, 2015
c) Ramiro Melendez El Jalapeno's 711 South Main Street	1st offense	February 21, 2015

14. Consideration of a motion to approve **Resolution 2015-15**: A Resolution authorizing the City of Statesboro to make application for TIGER Discretionary Grant Fund from the United States Department of Transportation. (Council's motion to include an approved amount for funding application as well as an approval of match dollars that may be committed in this application).

15. Consideration of a motion to extend the contract with Southeastern Civil to include additional paving and traffic calming measures on Gordon Street and Thomas Street in order to maximize the full funding of the 2013 Community Development Block Grant.

16. First Reading and Public Hearing of proposed **Ordinance 2015-06**: An Ordinance requiring temporary vendor permits in the City of Statesboro.
17. First Reading and Public Hearing of proposed **Ordinance 2015-07**: An Ordinance to amend the Statesboro Zoning Ordinance to include Article XXX- Design Standards for the Downtown Statesboro Incentive District.
18. Consideration of a Motion to award a contract for the installation of automatic meters and meter reader (AMR) transmitters to Utility and Water Services in an amount not to exceed \$598,727.50. This project is comprised of CIP #WWD-112 & # NG-60 and will be funded by SPLOST 2007 (Water Sewer) and SPLOST 2013 (Nat. Gas).
19. Consideration of a Motion to award a "Sole Source Purchase" for 620 Sensus water meters to HD Supply Waterworks, LTD. in the amount of \$61,380.00. This is part of CIP Project #112 - Upgrade Meters to Flex Net and will be funded by 2007 SPLOST proceeds.
20. Consideration of a Motion to approve **Resolution 2015-16**: A Resolution appointing William Wright to the Tree Board of the City of Statesboro.
21. Consideration of a motion to approve the extension of the Fiber Conduit project with Gregory Electric from Hill Street to Public Works not to exceed the amount of \$62,324.81.
22. Other Business from City Council
23. City Managers Comments
City Clerks Dept. (Notice of alcohol application)
 - a) Eckerd is applying for a change in alcohol license holder pending the background investigation. The name is Jessica Lumpkin.
 - b) R J Steakery is applying for an alcohol license pending the background investigation. The name is Randy Nessmith.
24. Public Comments (General)
25. Consideration of a Motion to enter into Executive Session to discuss "Personnel Matters" and "Potential Litigation" in accordance with **O.C.G.A.§50-14-3 (2012)**
26. Consideration of a Motion to Adjourn



**CITY OF STATESBORO
Council Minutes
May 19, 2015**

A regular meeting of the Statesboro City Council was held on May 19th, 2015 at 5:30 p.m. in the Council Chambers at City Hall. Present were Mayor Jan J. Moore, Council Members: Will Britt, Phil Boyum, John Riggs, Gary Lewis and Travis Chance. Also present were Interim City Manager Robert Cheshire, City Clerk Sue Starling, City Attorney Alvin Leaphart, Assistant City Engineer Jason Boyles and Director of Planning and Development Mandi Cody.

The meeting was called to order by Mayor Jan J. Moore

The Invocation was given by Allen Muldrew and Pledge of Allegiance by Councilman Will Britt

Recognitions/Public Presentations:

- A) Proclamation presented to the City of Statesboro Public Works divisions recognizing the week of May 17-23, 2015 as "Public Works Week".**

Assistant City Engineer Jason Boyles recognized the five divisions of the Public Works Services including, Parks, Streets, Sanitation, Fleet Maintenance and Solid Waste.

Mayor Moore read and presented the proclamation to Assistant City Engineer Jason Boyles.

Public Comments (Agenda Item):

Tracy Hart, owner of A&P Wrecker Services, voiced his opinion on non-consensual towing fees. He stated that he was in contact with the Police Department and presented Council with a list of towing fees that he had put together for their consideration. He also stated the proposed fee schedule would show a set fee for all towing.

Consideration of a Motion to approve the Consent Agenda

- A) Approval of Minutes**
a) 05-05-2014 Council Minutes
b) 05-05-2015 Executive Session Minutes

Councilman Riggs made a motion, seconded by Councilman Lewis to approve the consent agenda as written. Councilman Britt, Boyum, Riggs, Lewis and Chance vote in favor of the motion. The motion carried by a 5-0 vote.

Second Reading and Consideration of a Motion to approve Ordinance 2015-04: An Ordinance approving water and sewer billing, termination of service for non-payment, and billing adjustments.

Councilman Boyum made a motion, seconded by Councilman Riggs to approve **Ordinance 2015-04**: An Ordinance approving water and sewer billing, termination of service for non-payment, and billing adjustments. Councilman Britt, Boyum, Riggs, Lewis and Chance vote in favor of the motion. The motion carried by a 5-0 vote.

Public Hearing and Consideration of a Motion to approve APPLICATION # RZ 15-03-04: Jarvis Robinetta Barnes requests a zoning map amendment for .81 acres of property located at 335 Proctor Street from split zoning of CR (Commercial Retail)/R15 (Single Family Residential) zoning districts to CR (Commercial Retail) zoning district to allow for the construction of a funeral home. (Tax Parcel Number S03000018000).

Councilman Boyum made a motion, seconded by Councilman Lewis to open the public hearing. Councilman Britt, Boyum, Riggs, Lewis and Chance vote in favor of the motion. The motion carried by a 5-0 vote.

Jarvis Barnes, owner of the property, spoke in favor of the request. Kerry Roberts and Aretha Robinson of Len Tenner Court spoke in opposition of the request. Brenda Johnson of Statesboro Pointe also spoke against the request. Annie Bellinger of Morris Street spoke against the request. Reverend Donald Logan spoke for the request. Everyone that opposed the request had concerns regarding the traffic congestion in the area. Concerns were also expressed as to whether the traffic would exit on Morris St., Proctor St., or W. Main St.

Councilman Riggs made a motion, seconded by Councilman Lewis to close the public hearing. Councilman Britt, Boyum, Riggs, Lewis and Chance vote in favor of the motion. The motion carried by a 5-0 vote.

Councilman Lewis made a motion, seconded by Councilman Britt to approve **APPLICATION # RZ 15-03-04**: Jarvis Robinetta Barnes requests a zoning map amendment for .81 acres of property located at 335 Proctor Street from split zoning of CR (Commercial Retail)/R15 (Single Family Residential) zoning districts to CR (Commercial Retail) zoning district to allow for the construction of a funeral home. (Tax Parcel Number S03000018000). The motion also included the destruction of a house on the property to increase parking and to include staff recommendation of items 1-14.

Public Hearing and Consideration of a Motion to approve APPLICATION # V 15-04-01: Rebecca Thigpen, The Jones Company, Real Estate Design & Development Coordinator requests a variance from Article X of the Statesboro Zoning Ordinance to reduce the rear setback from the required 25' to 10' in order to meet GDOT front yard entrance requirements (Tax Parcel Number S31000014000).

Councilman Riggs made a motion, seconded by Councilman Britt to open the public hearing. Councilman Britt, Boyum, Riggs, Lewis and Chance vote in favor of the motion. The motion carried by a 5-0 vote.

Attorney Steve Rushing, representing the applicant, spoke in favor of the request. He stated some of the staff recommendations needed to be omitted. No one spoke against this request.

Councilman Riggs made a motion, seconded by Councilman Lewis to close the public hearing. Councilman Britt, Boyum, Riggs, Lewis and Chance vote in favor of the motion. The motion carried by a 5-0 vote.

Councilman Riggs made a motion, seconded by Councilman Lewis to approve **APPLICATION # V 15-04-01**: Rebecca Thigpen, The Jones Company, Real Estate Design & Development Coordinator requests a variance from Article X of the Statesboro Zoning Ordinance to reduce the rear setback from the required 25' to 10' in order to meet GDOT front yard entrance requirements (Tax Parcel Number S31000014000). The motion to approve included the attached site plan with staff recommendations of item 1, 2c, 3, 5,6,7,8 and 9 as specified. Item 4 will be removed. The City of Statesboro will also ask DOT for approval to build sidewalks. The Jones Company will pay for all expenses for the sidewalks. Councilman Britt, Boyum, Riggs, Lewis and Chance vote in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to approve Resolution 2015-11: A Resolution to adopt the second amendment to the fiscal year 2015 budget for each fund of the City of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding appropriated.

Councilman Britt made a motion, seconded by Councilman Boyum to approve **Resolution 2015-11**: A Resolution to adopt the second amendment to the fiscal year 2015 budget for each fund of the City of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding appropriated. Councilman Britt, Boyum, Riggs and Chance vote in favor of the motion. The motion carried by a 4-0 vote. Councilman Lewis stepped out of the meeting briefly.

Consideration of a Motion to Purchase 8 - 2014 Dodge Chargers, 2 - 2016 Ford Explorers and 1 - 2016 Ford Escape for the Statesboro Police Department. This purchase is included as FY 15 CIP # PD - 1 in the amount not to exceed \$350,000.00 plus \$23,000.00 from the budget amendment transferring funds to this CIP Project.

Councilman Riggs made a motion, seconded by Councilman Boyum to approve the Purchase of 8 - 2014 Dodge Chargers, 2 - 2016 Ford Explorers and 1 - 2016 Ford Escape for the Statesboro Police Department. This purchase is included as FY 15 CIP # PD - 1 in the amount not to exceed \$350,000.00 plus \$23,000.00 from the budget amendment transferring funds to this CIP Project. Councilman Britt, Boyum, Riggs, Lewis and Chance vote in favor of the motion. The motion carried by a 5-0 vote.

There was a discussion regarding surplus items as written in Attachment A that went along with the, Consideration of a Motion to Purchase 8 - 2014 Dodge Chargers, 2 - 2016 Ford Explorers and 1 - 2016 Ford Escape for the Statesboro Police Department. This purchase is included as FY 15 CIP # PD - 1 in the amount not to exceed \$350,000.00 plus \$23,000.00 from the budget amendment transferring funds to this CIP Project.

Councilman Boyum made a motion, seconded by Councilman Riggs to approve the surplus as written in attachment A within the report from the Statesboro Police Department. Councilman Britt, Boyum, Riggs, Lewis and Chance vote in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to approve Resolution 2015-12: A Resolution requesting approval for the Statesboro Police Department to apply for the Bureau of Justice Assistance FY 2015 Competitive Grant - Body-Worn Camera Pilot Implementation Program. This grant if awarded would require a 50% match from the City of Statesboro. Funding for this match could come from FY 16 CIP # PD – 35 which is proposed at \$42,063.00 for Body-Worn Cameras.

Councilman Boyum made a motion, seconded by Councilman Riggs to approve Resolution 2015-12: A Resolution requesting approval for the Statesboro Police Department to apply for the Bureau of Justice Assistance FY 2015 Competitive Grant - Body-Worn Camera Pilot Implementation Program. This grant if awarded would require a 50% match from the City of Statesboro. Funding for this match could come from FY 16 CIP # PD – 35 which is proposed at \$42,063.00 for Body-Worn Cameras. Councilman Britt, Boyum, Riggs, Lewis and Chance vote in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a motion to purchase Net Motion Wireless VPN solution from Insight Public Sector in the amount of \$23,252.20. This purchase will be funded from the IT Service Fund and was originally budgeted for FY 2016 but will now be purchased from the 2015 budget.

Councilman Riggs made a motion, seconded by Councilman Lewis to approve the purchase Net Motion Wireless VPN solution from Insight Public Sector in the amount of \$23,252.20. This purchase will be funded from the IT Service Fund and was originally budgeted for FY 2016 but will now be purchased from the 2015 budget. Councilman Britt, Boyum, Riggs, Lewis and Chance vote in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to award a contract for the renovation of the old PD building for the expansion of the Municipal Court Room and relocated Municipal Court and Information Technology offices to Chris Merrill Construction in the amount not to exceed the budgeted amount of \$385,000.00. The project will be primarily funded by 2013 SPLOST.

Councilman Britt made a motion, seconded by Councilman Chance to approve the renovation of the old PD building for the expansion of the Municipal Court Room and relocated Municipal Court and Information Technology offices to Chris Merrill Construction in the amount not to exceed the amount of \$420,000.00. Garth Long with the design team stated they would look at possible ways to help cut the budget. Councilman Britt, Boyum, Riggs, Lewis and Chance vote in favor of the motion. The motion carried by a 5-0 vote.

Other Business from City Council: None

City Managers Comments

Councilman Boyum shared a note from Mrs. Carter thanking the City for helping her with her concerns.

Public Comments (General)

- A) Stephanie Ellis request to address Council regarding the proposed Ellis Open Air Flea Market to be located on Hwy 80 (Northside Drive East) next to University Tire.**

Mayor Moore stated that Mr. Ellis withdrew his request until the next Council meeting.

Consideration of a Motion to enter into Executive Session to discuss “Personnel Matters” “Potential Litigation” in accordance with O.C.G.A.§50-14-3 (2012)

At 7:40 pm, Councilman Riggs made a motion, seconded by Councilman Britt to enter into Executive Session. Councilman Britt, Boyum, Riggs, Lewis and Chance vote in favor of the motion. The motion carried by a 5-0 vote. There was a 10 minute break.

At 9:05 pm, Councilman Chance made a motion, seconded by Councilman Lewis to come out of Executive Session. Councilman Britt, Boyum, Riggs, Lewis and Chance vote in favor of the motion. The motion carried by a 5-0 vote.

Mayor Moore stated there was no action taken in Executive Session.

Consideration of a Motion to Adjourn

Councilman Riggs made a motion, seconded by Councilman Lewis to adjourn. Councilman Britt, Boyum, Riggs, Lewis and Chance vote in favor of the motion. The motion carried by a 5-0 vote.

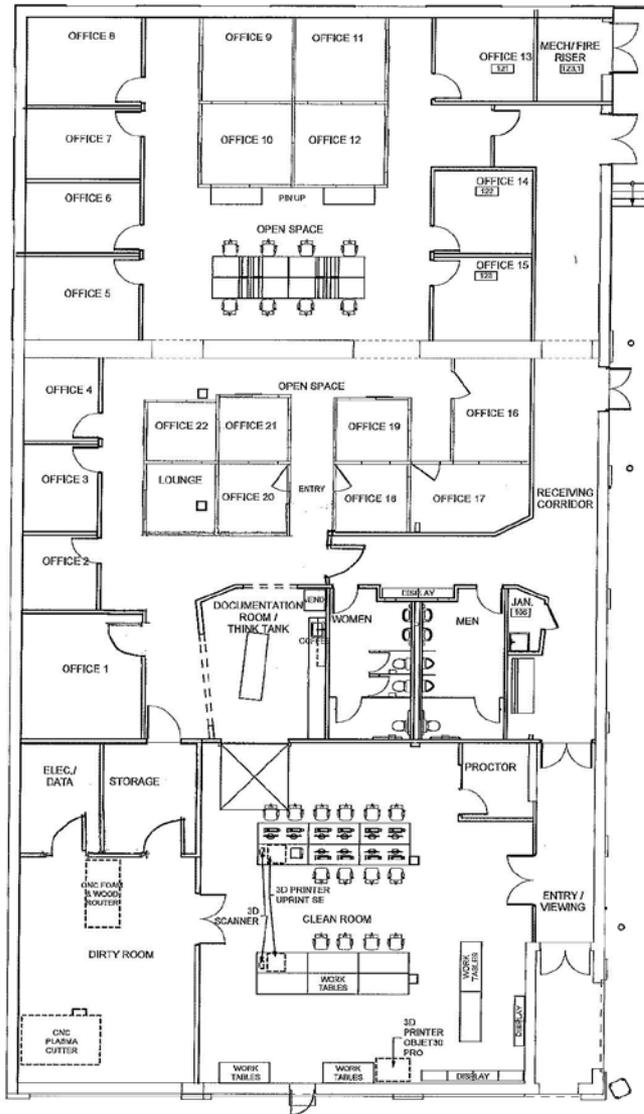
The meeting was adjourned at 9:05 pm.

Fab Lab

A Joint Venture:

United States Economic Development Administration,
Georgia Southern University Research and Service
Foundation, City of Statesboro and Averitt Center for the
Arts

Presented By:
Carrie Thorne



Business Incubator & Fabrication Laboratory Plan 62 East Main Street

GMP Scope includes:

- Complete Build-Out as shown
- See "GSU Items" to be completed outside of GMP

Arts Incubator Plan

58 East Main Street

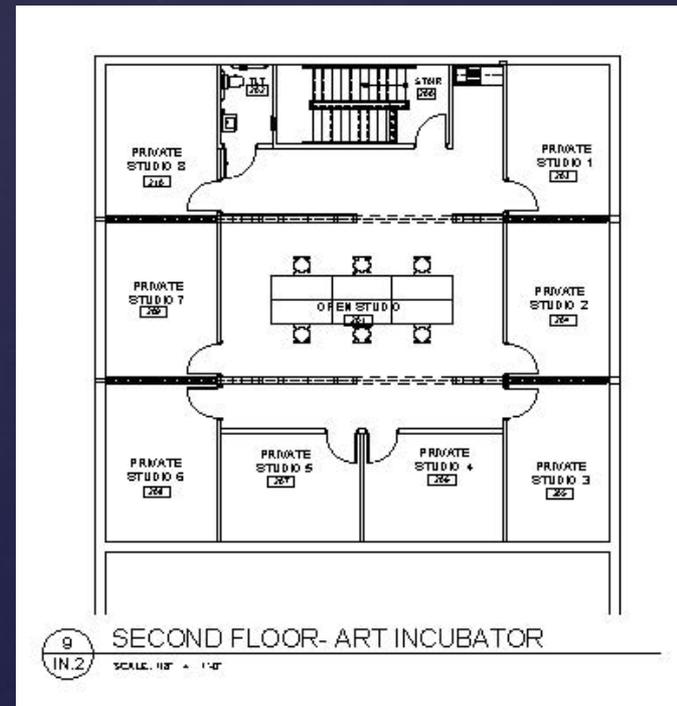
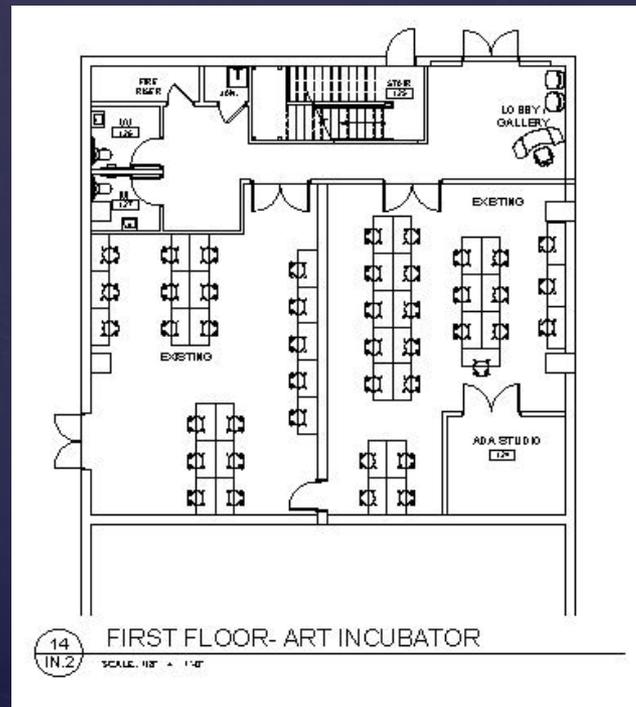
First Floor GMP Scope includes:

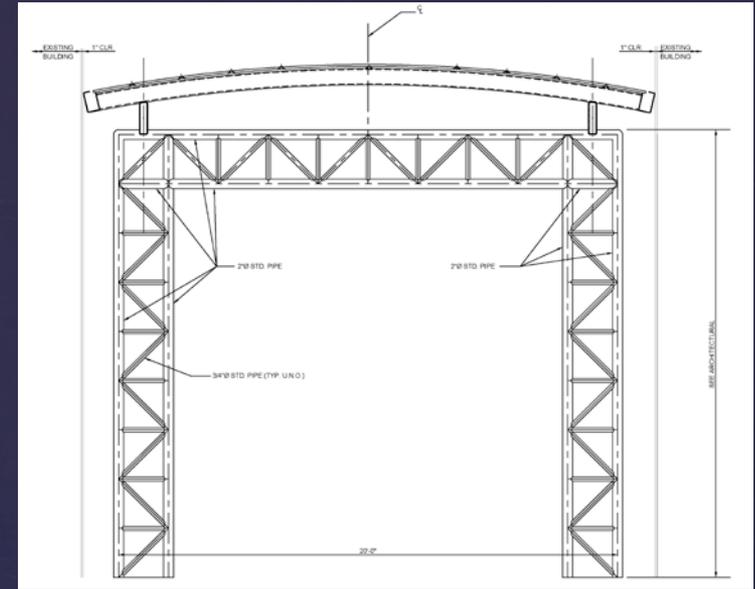
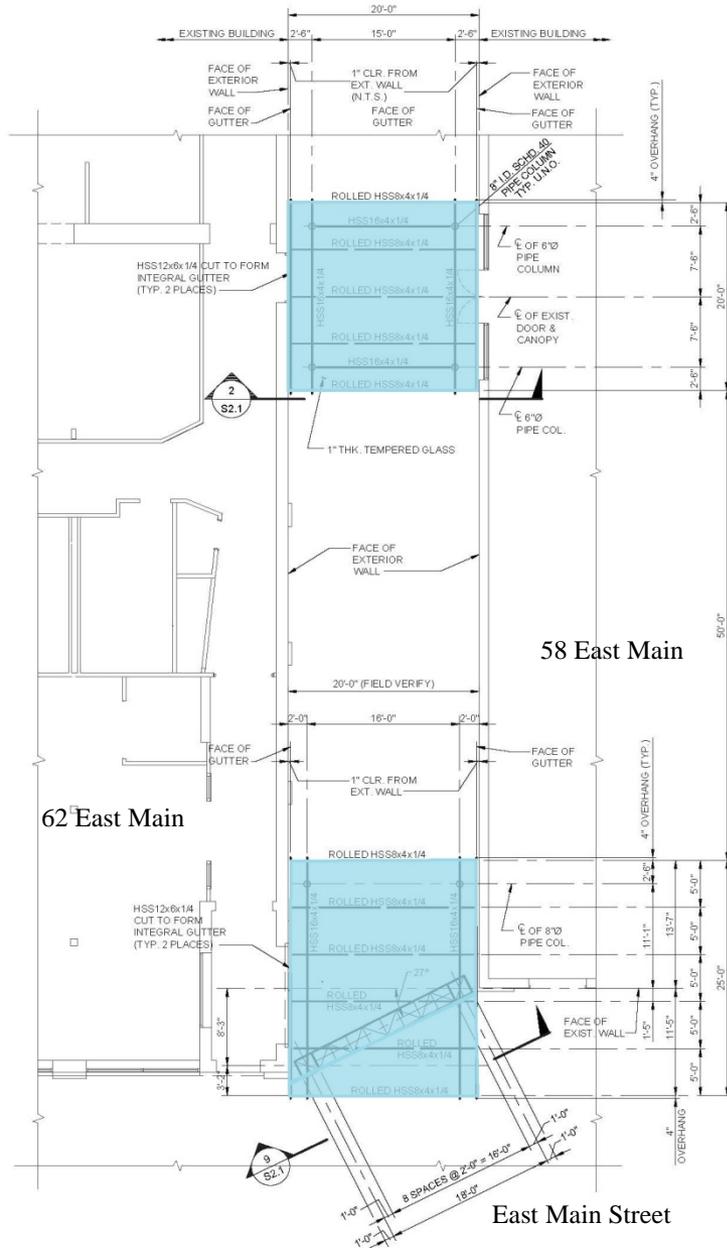
- Stairwell modifications
- ADA Restroom Upgrades
- ADA Studio
- Painting in public spaces only
- Electrical

See “ACA Items” and “GSU Items” to be completed outside of GMP

Second Floor GMP Scope includes:

- Stairwell modifications
- Structural changes to allow open access
- Complete Restroom
- All wall construction including sheetrock & electrical rough-in





Smith Street Canopy Plan and Elevation

Exterior GMP Scope includes:

- Repairing all exterior building elements including brick and windows
- ADA Access
- Loading dock

See "COS Items" to be completed outside of GMP

Items by Stakeholder

These are items with approximate costs that have been agreed to be covered by each stakeholder group outside of GMP costs.

Guaranteed Maximum Price \$836,792.

Add Alternate #:
Complete Build-Out of Arts
Incubator as designed.

Add Alternate #:
Complete Canopy Construction as
designed.

**Fab Lab
Items Provided by City of Statesboro**

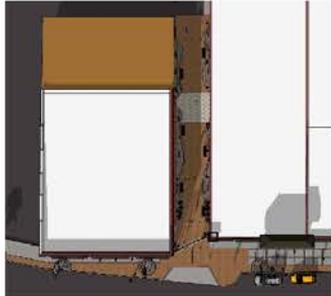
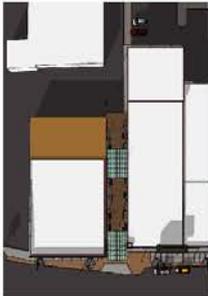
Fab Lab		\$	-
Common Area		\$	-
Business Incubator		\$	-
Art Incubator		\$	-
Exterior	Remove & Dispose of Concrete	\$	14,740.00
	Replace Concrete	\$	13,500.00
	Concrete Edger Strip	\$	3,400.00
	Pavers in Alley	\$	18,225.00
	Grading of Alley	\$	5,525.00
	Relocate Water Lines	\$	2,000.00
	Upgrade of Fire Line to 6"	TBD	
	Landscaping and Irrigation	TBD	
	Decorative Bollards and Furnishings	TBD	
Total		\$	57,390.00

**Fab Lab
Items Provided by Georgia Southern University**

Fab Lab	Fire Extinguishers	\$	85.00
	Data and Voice	\$	7,521.00
	Interior Signage	TBD	
	Wall Base	\$	947.00
Common Area	Wall Base/Corner Guards	\$	974.00
	Restroom Accessories	\$	370.00
	Interior Signage	TBD	
	Fire Extinguishers	\$	85.00
	Data and Voice	\$	1,398.00
Business Incubator	Fire Extinguishers	\$	85.00
	Interior Signage	TBD	
	Carpet and Base	\$	25,735.00
	Data and Voice	\$	11,948.00
Art Incubator	Flooring, Base, Treads and Risers	\$	25,588.00
	Fire Extinguishers	\$	170.00
	Interior Signage	TBD	
	Data and Voice	\$	3,218.00
Exterior	Suitable Soils	As Needed	
Total		\$	78,124.00

**Fab Lab
Items Provided By Averitt Center for Arts**

Fab Lab		\$	-
Common Area		\$	-
Business Incubator		\$	-
Art Incubator	Toilet Accessories	\$	85.00
Exterior			
Total		\$	85.00



GSU FAB LAB

GEORGIA SOUTHERN UNIVERSITY, STATESBORO, GEORGIA

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No. 1 of 3 Executed Original Counterparts.
Counterpart Of Landlord

STATE OF GEORGIA;
COUNTY OF BULLOCH:

INTERGOVERNMENTAL RENTAL AGREEMENT

THIS INTERGOVERNMENTAL RENTAL AGREEMENT, hereinafter referred to as "Agreement", is made and entered into effective of the ____ day of _____, 2015, hereinafter referred to as "the date hereof", by and between **MAYOR AND CITY COUNCIL OF THE CITY OF STATESBORO**, whose address for purposes of this Agreement is 50 East Main Street, Statesboro, GA 30458, Party of the First Part, hereinafter referred to as "Landlord", and the **BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF GEORGIA SOUTHERN UNIVERSITY**, whose address for purposes of this Agreement is 270 Washington Street, Sixth Floor, Atlanta, Georgia 30334, Party of the Second Part, hereinafter referred to as "Tenant," for the use and benefit of Georgia Southern University, a unit of the University System of Georgia, hereinafter referred to as "Institution."

WITNESSETH THAT:

WHEREAS, Landlord is the owner of certain improved real property, hereinafter referred to as the "Premises" and more particularly described in that certain legal description marked EXHIBIT "A" attached hereto; and

WHEREAS, Tenant as an adjunct to its educational degree programs, has a requirement to operate the Georgia Southern University /City of Statesboro Business Innovation Center and Fabrication Laboratory, commonly referred to as the FabLab, referred to herein as the "Program" and thus requires a facility from which to operate the Program; and

WHEREAS, Institution has determined the Premises are suitable for the purpose of operating the Program; and

WHEREAS, Landlord has duly authorized and approved this rental of transaction at its regular meeting on _____; and

WHEREAS, in accordance with the University System of Georgia Board of Regents' Policy, the Vice Chancellor of Facilities is authorized and empowered to execute the Agreement on behalf of Tenant; and

WHEREAS, Landlord and Tenant are empowered to enter into this agreement pursuant to 1983 Ga. Const. Art. IX, Sec. III, Para. I, as an intergovernmental agreement not exceeding 50 years;

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) and for other good and valuable consideration, in hand paid at and before the execution and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.

PROPERTY RENTED

For and in consideration of the mutual promises and of the terms and conditions hereinafter set forth to be kept by Tenant, Landlord hereby grants and rents the Premises unto Tenant, and Tenant does hereby take and hire the Premises from Landlord, on the promises and on the terms and conditions hereinafter set forth. This Agreement creates the relationship of Landlord and Tenant between the parties hereto, and no estate shall pass from Landlord to Tenant under this Agreement. Tenant has, by virtue of this Agreement, only a usufruct as that word is set forth and used in O.C.G.A. Ch. 44-7.

2.

TERM AND EXTENSIONS

2.1 This Agreement shall be for the Term beginning on July 1, 2015 and ending at 11:59 p.m., prevailing legal time in Atlanta, Georgia, on June 30, 2016, (the Initial Termination Date) unless sooner terminated as hereinafter provided.

2.2 Should Tenant cease to operate the Program on the Premises for a period of one hundred eighty (180) days, or be otherwise abandoned, this Agreement is hereby terminated.

2.3 Tenant is hereby granted options to extend the Term for nineteen (19) successive additional periods of one (1) year(s) each (each such additional period being herein referred to as an "Extended Term"). Tenant shall have the right to exercise each option to extend provided that on the date of such exercise Tenant is not in default under this rental agreement beyond the expiration of any applicable cure period. Tenant may exercise an option to extend the Term during the period of time not more than sixty (60) and not less than the day prior to the Initial Expiration Date or the date upon which date an Extended Term would expire but for the exercise of an extension of the Term. The Extended Terms and the Final Extended Term shall be upon all of the same terms, covenants and conditions of this Agreement then applicable, except that the number of options to extend shall decrease by one for each option to extend which is exercised by Tenant.

3.

RENT

Tenant agrees to pay Landlord, at the above-stated address, or at such other address or addresses as may be designated in writing from time to time by Landlord, a total fixed annual rental equal to \$1.00 payable on the date hereof for the Term. In the event the Term is extended, for the Extended Term and each successive Extended Term, Tenant shall at the beginning thereof pay Landlord a total fixed annual rental equal to \$1.00 for each year of such Extended Term.

4.

OCCUPANCY AND USE OF PREMISES

Tenant shall occupy the Premises continuously throughout the term of this Agreement and will not desert, surrender, abandon or cease using the Premises during the term of this contract. Tenant shall use the Premises solely for the purposes herein set forth and for the purpose of fulfilling the requirements of the Program or other purposes of Tenant or the Institution. Tenant's use of the Premises shall be subject to and in accordance with the existing and future rules, regulations, and policies of Landlord. Without limitation of the foregoing, Tenant shall not: (a) use the Premises for any illegal purpose, or for any purpose inimical to the health, safety and welfare of the public; (b) commit, or suffer to be committed, any waste in or on the Premises; or (c) create, or permit to be created, any nuisance in or on the Premises.

5.

RENOVATION, OPERATIONS AND MAINTENANCE

Tenant shall renovate the Premises to a usable condition for the purposes of the Program, in accordance with the requirements of and to the extent of the monies appropriated or lawfully provided. Tenant shall pay for all water, sewer, electrical, waste disposal and utility services provided to the Premises. Tenant shall, at its own expense, maintain and keep in good repair the improvements on the Premises throughout the term of this Agreement and shall not commit waste upon the Premises but only to the extent of the monies appropriated or lawfully provided for that purpose.

6.

NO COVENANT OF QUIET ENJOYMENT

Tenant hereby acknowledges that it has fully inspected the Premises and that the Premises are in satisfactory condition for the use intended. Tenant further acknowledges that no representation or warranty as to the title to, condition of, terrain of, or any covenant of quiet enjoyment of the Premises has been made by Landlord, its members, officers, employees, representatives or agents, or by any other person whomsoever, Landlord makes no warranty whatsoever as to the title to, present condition of, terrain of or any covenant of quiet enjoyment of the Premises.

7.

AMERICANS WITH DISABILITIES ACT

In performing renovations, Tenant shall be responsible for all costs and compliance with Title III of the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq., (hereinafter the "ADA"). Notwithstanding any provision of this agreement to the contrary, Landlord is and shall be solely responsible for assuring that the Premises and all common areas are at all times in compliance with the ADA and all regulations promulgated thereunder. Landlord shall not charge Tenant for, or seek reimbursement from Tenant for, any expenditures associated with ADA and regulatory compliance, except as arising from Tenant's renovations.

8.

MUTUAL APPROVAL OF PLANS

All plans for facility modifications shall be subject to the approval of the Landlord, which will not be unreasonably withheld. Any construction and improvements of the Premises by Tenant, or Tenant's employees or Tenants, shall conform to "state minimum standard codes", as defined in O.C.G.A. Title 8, Part 2, entitled "State Building, Plumbing, Electrical, Etc., Codes."

9.

TERMINATION BY LANDLORD, RECAPTURE OF CAPITAL INVESTMENT

In the event Landlord shall require this property for public purposes of the Landlord, Landlord may terminate this Agreement upon one hundred eighty (180) days written notice, but not sooner than five years from the date hereof or the substantial completion of the capital improvements constructed pursuant to Article 5. In the event of such termination prior to the end of all remaining Extended Terms, Landlord shall account to Tenant for any remaining value of the capital improvements to the Premises, value to be determined on the date the Tenant vacates the Premises, by depreciating the cost of such improvements over the reasonable life of such improvements, but not less than five years.

10.

NO ASSIGNMENT OR SUBLETTING

These Premises are leased for the sole use of Tenant, the Institution, and units of the University System of Georgia, to be used under the terms of this Agreement, and said Premises are not to be assigned, sublet or otherwise made available to Third Parties without the express written consent of Landlord.

11.

RIGHT OF FIRST REFUSAL TO PURCHASE

In the event Landlord shall decide to sell the Premises, and receives an offer which Landlord intends to accept, Tenant shall have the first right of refusal to purchase the Premises at the offered price, such right to be exercised within thirty (30) days of written notice of such offer from Landlord to Tenant.

12.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW

Tenant shall, at all times, obey and be in strict compliance with all applicable federal, state or local laws, regulations and ordinances.

13.

TRADE FIXTURES

Tenant may remove all of Tenant's personal property and Tenant's trade fixtures from the Premises on or before the expiration or termination time and date of this Agreement. Tenant shall repair all damage to the Premises resulting from the removal of Tenant's personal property and Tenant's trade

fixtures. Tenant agrees that all of Tenant's personal property and trade fixtures in or on the Premises are located there at Tenant's risk and Landlord shall not be liable for any damage thereto or loss thereof.

14.
INSPECTION

For the purpose of inspecting the Premises and facilities, Tenant shall permit Landlord, upon reasonable prior notice, to enter in and on the Premises and within the facilities during either Landlord's regular business hours or Tenant's regular business hours. No inspection, review or approval of plans or Premises of Tenant by Landlord shall be deemed to be for Tenant's benefit or the Institution's benefit. Any such inspection, review, approval or other act by Landlord shall be deemed for the Landlord's own benefit and purposes only.

15.
INSURANCE

15.1 Third Party Liability: The Tenant shall be responsible to the extent and coverage of the Georgia Tort Claims Act, O.C.G.A. §50-21-20 *et seq.*, from the time of the signing this agreement or from the effective date, whichever shall be later, for third party liability of any kind resulting from its occupancy or any construction work undertaken by Tenant or on Tenant's behalf. Tenant shall be responsible for obtaining insurance (including self-insurance) through commercial insurance or state cooperative insuring programs for its personal property and trade fixtures on the Premises. Landlord shall be responsible for providing insurance covering third party liability resulting from the acts or omissions of its officers and employees, and any landowner liability not due to the acts or omissions of Tenant or Tenant's officers, employees, or persons covered by the Tort Claims Act.

15.2 Fire and Hazard Insurance: The Landlord shall maintain a fire and all risks hazard insurance coverage upon the improvements on the Premises, such insurance to be in an amount not less than the full replacement cost of the improvements, exclusive of excavations and foundations. Tenant agrees to pay to Landlord the *pro rata* share of the annual premium paid by Landlord for such coverage applicable to the Premises. Tenant shall be an additional insured on such policy as its interests may appear. Such insurance shall be primary insurance and shall pay all claims to its limits of liability before any payments are to be made by the State of Georgia Operational Hazard Reserve or Tort Claims Funds. In the event of any damage or loss, Tenant shall notify Landlord immediately.

16.
DEFAULT BY TENANT

If Tenant defaults in the performance or observance of any provision of this Agreement which is required to be kept by Tenant, notwithstanding whether such event of default be monetary or nonmonetary in nature, and remains in default for thirty (30) calendar days after the date of service of notice of such default by Landlord; Landlord may, but only during the continuance of such default, proceed to terminate the Agreement and Tenant's rights thereunder.

17.
NOTICES

All notices, statements, reports, demands, requests, consents, approvals, waivers and authorizations, hereinafter collectively referred to as "notices," required by the provisions of this

Agreement to be secured from or given by either of the parties hereto to the other shall be in writing (whether or not the provision hereof requiring such notice specifies written notice: and the original of said notice shall be delivered either: (a) by hand delivery to the recipient party at such party's address; or (b) sent by United States Certified Mail - Return Receipt Requested, postage prepaid and addressed to the recipient party at such party's address. Any notice, hand delivered or so mailed, the text of which is reasonably calculated to apprise the recipient party of the substance thereof and the circumstances involved, shall be deemed sufficient notice under this Agreement. Either party hereto may from time to time, by notice to the other, designate a different person or title, or both if applicable, or address to which notices to said party shall be given.

18.
TIME OF THE ESSENCE

Time is of the essence of this Agreement.

19.
HOLDING OVER

Tenant shall not use and shall promptly vacate possession of the Premises upon the expiration or any termination of the term of this Agreement. Any holding over or continued use or occupancy of the Premises by Tenant after the expiration or termination of the term of this Agreement, without consent of Landlord, shall not constitute a Tenancy-At-Will in Tenant, but Tenant shall be a Tenant-At-Sufferance and shall be required to vacate the Premises immediately without notice. There shall be no renewal or extension of the term of this Agreement by operation of law and in no event, without a new written Agreement, shall the occupancy extend beyond 50 years.

20.
NO JOINT VENTURE

Nothing contained in this Agreement shall make, or be construed to make, Landlord, Institution or Tenant partners in, of, or joint venturers with each other, nor shall anything contained in this Agreement render, or be construed to render, either Landlord or Tenant liable to a third party for the debts or obligations of the other.

21.
NON WAIVER

No failure at either party hereto to exercise any right or power given to said party under this Agreement, or to insist upon strict compliance by the other party hereto with the provisions of this Agreement, and no custom or practice of either party hereto at variance with the terms and conditions of this Agreement, shall constitute a waiver of either party's right to demand exact and strict compliance by the other party hereto with the terms and conditions of this Agreement.

22.
RIGHTS CUMULATIVE

All rights, powers and privileges conferred by this Agreement upon Landlord and Tenant shall be cumulative of, but not restricted to, those given by law.

23.
SEVERABILITY

If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Agreement shall survive and be applied, and any invalid or enforceable portion shall be construed or reformed to preserve as such of the original words, terms, purpose and intent as shall be permitted by law.

24.
BINDING EFFECT

Each of the terms and conditions of this Agreement shall apply, extend to, be binding upon, and inure to the benefit or detriment of the parties hereto and to their successors and assigns. Subject to the foregoing, whenever a reference to the parties hereto is made, such reference shall be deemed to include the successors and assigns of said party, the same as if in each case specifically expressed.

25.
INTERPRETATION

Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties hereto that the court interpreting or construing the same shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

26.
GEORGIA AGREEMENT

This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia.

27.
SECTION HEADINGS

The brief headings or titles preceding each section herein are merely for purposes of section identification, convenience and ease of reference, and shall be completely disregarded in the construction of this Agreement.

28.
COUNTERPARTS

This Agreement is executed in two (2) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed on and the same instrument as the other.

29.
SPECIAL STIPULATIONS

The Special Stipulations attached hereto as Exhibit "B" are incorporated by reference herein. In the event of any conflict between the provisions herein and the Special Stipulations, the Special Stipulations shall control.

30.
ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements and agreements between Landlord and Tenant and constitutes the full, complete and entire agreement between Landlord and Tenant with respect to the Premises and Tenant's use and occupancy thereof; no member, officer, employee, representative or agent of Landlord or Tenant has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying adding to, deleting from, or changing the terms and conditions of this Contract. No modification of or amendment to this Contract shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both Landlord and Tenant and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, Landlord and Tenant, acting by and through their duly authorized representatives, have caused these presents to be signed, sealed, and delivered all as of the date hereof.

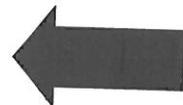
LANDLORD: MAYOR AND CITY COUNCIL OF STATESBORO

By: _____
JAN J. MOORE, MAYOR

Attest: _____
SUE STARLING, CITY CLERK

(SEAL)

(Signatures continued on following page)



(Signatures continued from previous page)

TENANT:

BOARD OF REGENTS OF THE UNIVERSITY
SYSTEM OF GEORGIA

By: *Tom Hope*
for Vice Chancellor for Facilities

Attest: *Linda Lynn Nove*
Associate Vice Chancellor for Facilities
LN

(SEAL)

EXHIBIT "A"
Legal Description

All that certain parcel of land lying and being in the 1209th G.M.D., Bulloch County, City of Statesboro, Georgia containing 0.124 acre and being more particularly described as "Parcel 1B Revised" on a plat prepared by John A. Dotson dated April 28, 2014, revised September 02, 2014 which is recorded in Plat Book 65 on Page 578 in the records of the Clerk of the Bulloch County Superior Court which reads as follows:

COMMENCING at a point located at the intersection of the western right-of-way of Railroad Street and the southern right-of-way of East Main Street; THENCE along the southern right-of-way of East Main Street N 72°10'30"W for a distance of 75.34' to a p-k nail found (PKNF); THENCE along said right-of-way N 85°15'31"W for a distance of 71.22' to three eights inch rebar found (3/8" RBF); THENCE along said right-of-way N 85°47'13" W for a distance of 20.01' to an axle found, which is the POINT OF BEGINNING.

BEGINNING at said axle found,
THENCE S 03°48'08"W for a distance of 136.88' to a point;
THENCE along the south face of a brick wall N 86°02'08"W a distance of 51.44' to a point;
THENCE along the center of a brick wall N 03°48'46"E for a distance of 63.42' to a point;
THENCE along the center of a wall S 86°02'00"E for a distance of 22.26' to a point,
THENCE along the center of a wall N 03°48'46"E for a distance of 73.37' to a point on the southern right-of-way of East Main Street,
THENCE along said right-of-way S 86°12'08"E for a distance of 29.16' to an axle found, which is the POINT OF BEGINNING,

Said parcel bound as follows:

NORTH by the southern right-of-way of East Main Street.

EAST by Parcel "2", known as Smith Street.

SOUTH by parcel "1C", property of City of Statesboro.

West by City of Statesboro and Parcel "1A", property of City of Statesboro.

EXHIBIT "B"
Special Stipulations

Special Stipulations

SUBORDINATION

1. This Agreement shall be subject and subordinate to all provisions of the *Covenant of Use, Purpose and Ownership* dated May 29, 2014 granted for the benefit of the United States Department of Commerce, Economic Development Administration and recorded in the records of the Clerk of the Bulloch County Superior Court in Deed Book 2245 on Pages 58-62.

PURPOSE OF PARAGRAPH IDENTIFICATION REFERENCES

2. The brief, captioned, paragraph-identifications references which appear in bold italics above each numbered paragraph of this Exhibit "B" are for the purpose of convenience only and shall be completely disregarded in construing this Rental Agreement.

PREMISES TO BE USED FOR SPECIFIC PURPOSE

3. Landlord and Tenant agree to use the Premises only for the purpose specified in Economic Development Activity Grant 04-79-06832, entitled City Campus Incubator/Fab Lab, for the duration of this lease including any Extended Terms

SUBLEASING

4. Any sublets or subtenancies shall be limited to the subleasing of space in the Premises in order to provide sufficient space for companies in need of incubation. All revenue from such subleases shall be considered program income under Economic Development Activity Grant 04-79-06832 and shall be recommitted to the operation and maintenance of incubation facilities and the innovation laboratory. Sublets or subtenancies shall not require the approval of Landlord so long as each sublet or subtenancy is approved consistent with the requirements of Economic Development Activity Grant 04-79-06832.

REPAIRS

5. Tenant shall exercise due care in the use and maintenance of the Premises and shall keep the Premises in good repair and in a condition equivalent in all respects to that which it is received upon completion of the construction period approved by Tenant and Landlord and required by the terms of the EDA grant award. Tenant, during the term of this lease, shall also properly maintain all construction, installation, and equipment warranties received as a result of the construction performed under the terms of the Economic Development Activity Grant. Tenant shall at its own cost and expense, maintain the Premises in good repair, condition, and working order and shall service and furnish all minor, customary, and preventive parts and maintenance required to keep the Premises in

good working order. Minor, customary and preventive parts and maintenance shall include items such as bulbs, ballasts, thermostats, filters, float switches, fittings, valves, seals, freon, door locks, door returns, door knobs, handles, faucets, minor pipe leaks, water heater elements, ceiling tiles, floor coverings, and similar preventative maintenance, parts and parts replacement.

Tenant shall perform an annual inspection and assessment of the Premises and furnish a written report to the Landlord within THIRTY (30) days from each anniversary of the commencement date of this lease agreement identifying any known or foreseeable issues with the Premises' structural, mechanical, electrical, roofing, or heating and air systems. Additionally, Tenant shall promptly notify Landlord of any issues with the Premises concerning its structural, mechanical, electrical, roofing, or heating and air systems. Landlord shall be responsible for the repair or the replacement of such major systems concerning the Premises' structural, mechanical, electrical, roofing, or heating and air systems if the warranties concerning such have been properly maintained by the Tenant and such warranties have either expired or are not applicable; and if the Tenant notified Landlord of defects with the defined major systems within a reasonable timeframe. The Tenant shall be responsible for the cost of repair and/or replacement if Landlord determines that the failure of the defined major systems are a result of lack of proper and customary care or preventive maintenance by the Tenant; the Tenant did not properly maintain the construction or other warranties to the system; or the Tenant failed to reasonably notify Landlord of deficiencies. Major items shall include items such as repairs to or replacement of heat pumps, compressors, coils, water heaters, motors, windows, exterior doors, roof leaks, electrical panels, and similar major systems.

AMERICANS WITH DISABILITIES ACT

6. During the term of this tenancy, Tenant is and shall be solely responsible for assuring that the Premises and all common areas are at all times in compliance with the ADA and all regulations promulgated thereunder. Tenant shall not seek reimbursement from Landlord for, any expenditure associated with ADA and regulatory compliance.

TERMINATION BY LANDLORD, RECAPTURE OF CAPITAL INVESTMENT

7. At the time of this agreement all capital investment for the renovation of the premises is being funded by a grant from the Economic Development Administration of the United States Department of Commerce, and no capital investment is being made by the Tenant.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW

8. As to the Premises and Program, at all times the Landlord and Tenant shall comply with and abide by all applicable Federal, State and local laws, statutes, ordinances and regulations regarding a.) non-discrimination by the Landlord and Tenant and b.) environmental matters / requirements.

NO JOINT VENTURE

9. Nothing in this agreement shall alter or amend the Landlord's and Tenant's duties and obligations under the Covenant of Use, Purpose and Ownership dated May 29, 2014 granted for the benefit of the United States Department of Commerce, Economic Development Administration recorded in the records of the Clerk of the Bulloch County Superior Court in Deed Book 2245 on Pages 58-62.

ENTIRE AGREEMENT

10. The terms and conditions governing the Landlord and the Tenant contained in the Memorandum of Understanding regarding Georgia Southern University E-Zone and Innovation Incubator approved by Landlord by Resolution 2013-21 and executed by both parties are incorporated here and made part of this agreement.

END OF EXHIBIT "B"

No. 1 of 3 Executed Original Counterparts.
Counterpart Of Landlord

STATE OF GEORGIA;
COUNTY OF BULLOCH:

INTERGOVERNMENTAL RENTAL AGREEMENT

THIS INTERGOVERNMENTAL RENTAL AGREEMENT, hereinafter referred to as "Agreement", is made and entered into effective of the ____ day of _____, 2015, hereinafter referred to as "the date hereof", by and between **MAYOR AND CITY COUNCIL OF THE CITY OF STATESBORO**, whose address for purposes of this Agreement is 50 East Main Street, Statesboro, GA 30458, Party of the First Part, hereinafter referred to as "Landlord", and the **BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF GEORGIA SOUTHERN UNIVERSITY**, whose address for purposes of this Agreement is 270 Washington Street, Sixth Floor, Atlanta, Georgia 30334, Party of the Second Part, hereinafter referred to as "Tenant," for the use and benefit of Georgia Southern University, a unit of the University System of Georgia, hereinafter referred to as "Institution."

WITNESSETH THAT:

WHEREAS, Landlord is the owner of certain improved real property, hereinafter referred to as the "Premises" and more particularly described in that certain legal description marked EXHIBIT "A" attached hereto; and

WHEREAS, Tenant as an adjunct to its educational degree programs, has a requirement to operate the Georgia Southern University /City of Statesboro Business Innovation Center and Fabrication Laboratory, commonly referred to as the FabLab, referred to herein as the "Program" and thus requires a facility from which to operate the Program; and

WHEREAS Institution has determined the Premises are suitable for the purpose of operating the Program; and

WHEREAS, Landlord has duly authorized and approved this rental of transaction at its regular meeting on _____; and

WHEREAS, in accordance with the University System of Georgia Board of Regents' Policy, the Vice Chancellor of Facilities is authorized and empowered to execute the Agreement on behalf of Tenant; and

WHEREAS, Landlord and Tenant are empowered to enter into this agreement pursuant to 1983 Ga. Const. Art. IX, Sec. III, Para. I, as an intergovernmental agreement not exceeding 50 years;

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) and for other good and valuable consideration, in hand paid at and before the execution and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.
PROPERTY RENTED

For and in consideration of the mutual promises and of the terms and conditions hereinafter set forth to be kept by Tenant, Landlord hereby grants and rents the Premises unto Tenant, and Tenant does hereby take and hire the Premises from Landlord, on the promises and on the terms and conditions hereinafter set forth. This Agreement creates the relationship of Landlord and Tenant between the parties hereto, and no estate shall pass from Landlord to Tenant under this Agreement. Tenant has, by virtue of this Agreement, only a usufruct as that word is set forth and used in O.C.G.A. Ch. 44-7.

2.
TERM AND EXTENSIONS

2.1 This Agreement shall be for the Term beginning on July 1, 2015 and ending at 11:59 p.m., prevailing legal time in Atlanta, Georgia, on June 30, 2016, (the Initial Termination Date) unless sooner terminated as hereinafter provided.

2.2 Should Tenant cease to operate the Program on the Premises for a period of one-hundred eighty (180) days, or be otherwise abandoned, this Agreement is hereby terminated.

2.3 Tenant is hereby granted options to extend the Term for nineteen (19) successive additional periods of one (1) year(s) each (each such additional period being herein referred to as an "Extended Term"). Tenant shall have the right to exercise each option to extend provided that on the date of such exercise Tenant is not in default under this rental agreement beyond the expiration of any applicable cure period. Tenant may exercise an option to extend the Term during the period of time not more than sixty (60) and not less than the day prior to the Initial Expiration Date or the date upon which date an Extended Term would expire but for the exercise of an extension of the Term. The Extended Terms and the Final Extended Term shall be upon all of the same terms, covenants and conditions of this Agreement then applicable, except that the number of options to extend shall decrease by one for each option to extend which is exercised by Tenant.

3.
RENT

Tenant agrees to pay Landlord, at the above-stated address, or at such other address or addresses as may be designated in writing from time to time by Landlord, a total fixed annual rental equal to \$1.00 payable on the date hereof for the Term. In the event the Term is extended, for the Extended Term and each successive Extended Term, Tenant shall at the beginning thereof pay Landlord a total fixed annual rental equal to \$1.00 for each year of such Extended Term.

4.

OCCUPANCY AND USE OF PREMISES

Tenant shall occupy the Premises continuously throughout the term of this Agreement and will not desert, surrender, abandon or cease using the Premises during the term of this contract. Tenant shall use the Premises solely for the purposes herein set forth and for the purpose of fulfilling the requirements of the Program or other purposes of Tenant or the Institution. Tenant's use of the Premises shall be subject to and in accordance with the existing and future rules, regulations, and policies of Landlord. Without limitation of the foregoing, Tenant shall not: (a) use the Premises for any illegal purpose, or for any purpose inimical to the health, safety and welfare of the public; (b) commit, or suffer to be committed, any waste in or on the Premises; or (c) create, or permit to be created, any nuisance in or on the Premises.

5.

RENOVATION, OPERATIONS AND MAINTENANCE

Tenant shall renovate the Premises to a usable condition for the purposes of the Program, in accordance with the requirements of and to the extent of the monies appropriated or lawfully provided. Tenant shall pay for all water, sewer, electrical, waste disposal and utility services provided to the Premises. Tenant shall, at its own expense, maintain and keep in good repair the improvements on the Premises throughout the term of this Agreement and shall not commit waste upon the Premises but only to the extent of the monies appropriated or lawfully provided for that purpose.

6.

NO COVENANT OF QUIET ENJOYMENT

Tenant hereby acknowledges that it has fully inspected the Premises and that the Premises are in satisfactory condition for the use intended. Tenant further acknowledges that no representation or warranty as to the title to, condition of, terrain of, or any covenant of quiet enjoyment of the Premises has been made by Landlord, its members, officers, employees, representatives or agents, or by any other person whomsoever, Landlord makes no warranty whatsoever as to the title to, present condition of, terrain of or any covenant of quiet enjoyment of the Premises.

7.

AMERICANS WITH DISABILITIES ACT

In performing renovations, Tenant shall be responsible for all costs and compliance with Title III of the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq., (hereinafter the "ADA"). Notwithstanding any provision of this agreement to the contrary, Landlord is and shall be solely responsible for assuring that the Premises and all common areas are at all times in compliance with the ADA and all regulations promulgated thereunder. Landlord shall not charge Tenant for, or seek reimbursement from Tenant for, any expenditures associated with ADA and regulatory compliance, except as arising from Tenant's renovations.

8.
MUTUAL APPROVAL OF PLANS

All plans for facility modifications shall be subject to the approval of the Landlord, which will not be unreasonably withheld. Any construction and improvements of the Premises by Tenant, or Tenant's employees or Tenants, shall conform to "state minimum standard codes", as defined in O.C.G.A. Title 8, Part 2, entitled "State Building, Plumbing, Electrical, Etc., Codes."

9.
TERMINATION BY LANDLORD, RECAPTURE OF CAPITAL INVESTMENT

In the event Landlord shall require this property for public purposes of the Landlord, Landlord may terminate this Agreement upon one hundred eighty (180) days written notice, but not sooner than five years from the date hereof or the substantial completion of the capital improvements constructed pursuant to Article 5. In the event of such termination prior to the end of all remaining Extended Terms, Landlord shall account to Tenant for any remaining value of the capital improvements to the Premises, value to be determined on the date the Tenant vacates the Premises, by depreciating the cost of such improvements over the reasonable life of such improvements, but not less than five years.

10.
NO ASSIGNMENT OR SUBLETTING

These Premises are leased for the sole use of Tenant, the Institution, and units of the University System of Georgia, to be used under the terms of this Agreement, and said Premises are not to be assigned, sublet or otherwise made available to Third Parties without the express written consent of Landlord.

11.
RIGHT OF FIRST REFUSAL TO PURCHASE

In the event Landlord shall decide to sell the Premises, and receives an offer which Landlord intends to accept, Tenant shall have the first right of refusal to purchase the Premises at the offered price, such right to be exercised within thirty (30) days of written notice of such offer from Landlord to Tenant.

12.
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW

Tenant shall, at all times, obey and be in strict compliance with all applicable federal, state or local laws, regulations and ordinances.

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TRADE FIXTURES

Tenant may remove all of Tenant's personal property and Tenant's trade fixtures from the Premises on or before the expiration or termination time and date of this Agreement. Tenant shall repair all damage to the Premises resulting from the removal of Tenant's personal property and Tenant's trade

fixtures. Tenant agrees that all of Tenant's personal property and trade fixtures in or on the Premises are located there at Tenant's risk and Landlord shall not be liable for any damage thereto or loss thereof.

14.
INSPECTION

For the purpose of inspecting the Premises and facilities, Tenant shall permit Landlord, upon reasonable prior notice, to enter in and on the Premises and within the facilities during either Landlord's regular business hours or Tenant's regular business hours. No inspection, review or approval of plans or Premises of Tenant by Landlord shall be deemed to be for Tenant's benefit or the Institution's benefit. Any such inspection, review, approval or other act by Landlord shall be deemed for the Landlord's own benefit and purposes only.

15.
INSURANCE

15.1 Third Party Liability: The Tenant shall be responsible to the extent and coverage of the Georgia Tort Claims Act, O.C.G.A. §50-21-20 *et seq.*, from the time of the signing this agreement or from the effective date, whichever shall be later, for third party liability of any kind resulting from its occupancy or any construction work undertaken by Tenant or on Tenant's behalf. Tenant shall be responsible for obtaining insurance (including self-insurance) through commercial insurance or state cooperative insuring programs for its personal property and trade fixtures on the Premises. Landlord shall be responsible for providing insurance covering third party liability resulting from the acts or omissions of its officers and employees, and any landowner liability not due to the acts or omissions of Tenant or Tenant's officers, employees, or persons covered by the Tort Claims Act.

15.2 Fire and Hazard Insurance: The Landlord shall maintain a fire and all risks hazard insurance coverage upon the improvements on the Premises, such insurance to be in an amount not less than the full replacement cost of the improvements, exclusive of excavations and foundations. Tenant agrees to pay to Landlord the *pro rata* share of the annual premium paid by Landlord for such coverage applicable to the Premises. Tenant shall be an additional insured on such policy as its interests may appear. Such insurance shall be primary insurance and shall pay all claims to its limits of liability before any payments are to be made by the State of Georgia Operational Hazard Reserve or Tort Claims Funds. In the event of any damage or loss, Tenant shall notify Landlord immediately.

16.
DEFAULT BY TENANT

If Tenant defaults in the performance or observance of any provision of this Agreement which is required to be kept by Tenant, notwithstanding whether such event of default be monetary or nonmonetary in nature, and remains in default for thirty (30) calendar days after the date of service of notice of such default by Landlord; Landlord may, but only during the continuance of such default, proceed to terminate the Agreement and Tenant's rights thereunder.

17.
NOTICES

All notices, statements, reports, demands, requests, consents, approvals, waivers and authorizations, hereinafter collectively referred to as "notices," required by the provisions of this

Agreement to be secured from or given by either of the parties hereto to the other shall be in writing (whether or not the provision hereof requiring such notice specifies written notice: and the original of said notice shall be delivered either: (a) by hand delivery to the recipient party at such party's address; or (b) sent by United States Certified Mail - Return Receipt Requested, postage prepaid and addressed to the recipient party at such party's address. Any notice, hand delivered or so mailed, the text of which is reasonably calculated to apprise the recipient party of the substance thereof and the circumstances involved, shall be deemed sufficient notice under this Agreement. Either party hereto may from time to time, by notice to the other, designate a different person or title, or both if applicable, or address to which notices to said party shall be given.

18.
TIME OF THE ESSENCE

Time is of the essence of this Agreement.

19.
HOLDING OVER

Tenant shall not use and shall promptly vacate possession of the Premises upon the expiration or any termination of the term of this Agreement. Any holding over or continued use or occupancy of the Premises by Tenant after the expiration or termination of the term of this Agreement, without consent of Landlord, shall not constitute a Tenancy-At-Will in Tenant, but Tenant shall be a Tenant-At-Sufferance and shall be required to vacate the Premises immediately without notice. There shall be no renewal or extension of the term of this Agreement by operation of law and in no event, without a new written Agreement, shall the occupancy extend beyond 50 years.

20.
NO JOINT VENTURE

Nothing contained in this Agreement shall make, or be construed to make, Landlord, Institution or Tenant partners in, of, or joint venturers with each other, nor shall anything contained in this Agreement render, or be construed to render, either Landlord or Tenant liable to a third party for the debts or obligations of the other.

21.
NON WAIVER

No failure at either party hereto to exercise any right or power given to said party under this Agreement, or to insist upon strict compliance by the other party hereto with the provisions of this Agreement, and no custom or practice of either party hereto at variance with the terms and conditions of this Agreement, shall constitute a waiver of either party's right to demand exact and strict compliance by the other party hereto with the terms and conditions of this Agreement.

22.
RIGHTS CUMULATIVE

All rights, powers and privileges conferred by this Agreement upon Landlord and Tenant shall be cumulative of, but not restricted to, those given by law.

23.
SEVERABILITY

If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Agreement shall survive and be applied, and any invalid or enforceable portion shall be construed or reformed to preserve as such of the original words, terms, purpose and intent as shall be permitted by law.

24.
BINDING EFFECT

Each of the terms and conditions of this Agreement shall apply, extend to, be binding upon, and inure to the benefit or detriment of the parties hereto and to their successors and assigns. Subject to the foregoing, whenever a reference to the parties hereto is made, such reference shall be deemed to include the successors and assigns of said party, the same as if in each case specifically expressed.

25.
INTERPRETATION

Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties hereto that the court interpreting or construing the same shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

26.
GEORGIA AGREEMENT

This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia.

27.
SECTION HEADINGS

The brief headings or titles preceding each section herein are merely for purposes of section identification, convenience and ease of reference, and shall be completely disregarded in the construction of this Agreement.

28.
COUNTERPARTS

This Agreement is executed in two (2) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed on and the same instrument as the other.

29.
SPECIAL STIPULATIONS

The Special Stipulations attached hereto as Exhibit "B" are incorporated by reference herein. In the event of any conflict between the provisions herein and the Special Stipulations, the Special Stipulations shall control.

30.
ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements and agreements between Landlord and Tenant and constitutes the full, complete and entire agreement between Landlord and Tenant with respect to the Premises and Tenant's use and occupancy thereof; no member, officer, employee, representative or agent of Landlord or Tenant has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying adding to, deleting from, or changing the terms and conditions of this Contract. No modification of or amendment to this Contract shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both Landlord and Tenant and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, Landlord and Tenant, acting by and through their duly authorized representatives, have caused these presents to be signed, sealed, and delivered all as of the date hereof.

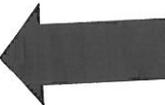
LANDLORD: MAYOR AND CITY COUNCIL OF STATESBORO

By: _____
JAN J. MOORE, MAYOR

Attest: _____
SUE STARLING, CITY CLERK

(SEAL)

(Signatures continued on following page)



(Signatures continued from previous page)

TENANT:

BOARD OF REGENTS OF THE UNIVERSITY
SYSTEM OF GEORGIA

By: 
for Vice Chancellor for Facilities

Attest: 
Associate Vice Chancellor for Facilities
LN

(SEAL)

EXHIBIT "A"
Legal Description

All that certain parcel of land lying and being in the 1209th G.M.D., Bulloch County, City of Statesboro, Georgia containing 0.212 acre and being more particularly described as "Parcel 3" on a plat prepared by John A. Dotson dated April 28, 2014, revised September 02, 2014 and recorded in the records of Clerk of the Superior Court of Bulloch County in Plat Book 65, Page 578 which reads as follows:

COMMENCING at a point located at the intersection of the western right-of-way of Railroad Street and the southern right-of-way of East Main Street; THENCE along the southern right-of-way of East Main Street N 72°10'30"W for a distance of 75.34' to a p-k nail found (PKNF), which is the POINT OF BEGINNING.

BEGINNING at said p-k nail found (PKNF),
THENCE along the eastern face of a wall S 03°33'52"W for a distance of 129.22' to a one half inch rebar found (1/2" RBF);
THENCE along the southern face of a wall N 86°29'35"W for a distance of 71.15' to a one half inch rebar found (1/2" RBF);
THENCE N 03°32'13"E for a distance of 130.76' to a three eights inch rebar found (3/8" RBF) on the southern right-of-way of East Main Street;
THENCE along said right-of-way S 85°15'31"E for a distance of 71.22' to a p-k nail found (PKNF), which is the POINT OF BEGINNING.

Said parcel bound as follows:

NORTH by the southern right-of-way of East Main Street.
EAST by property of Linda L. Aycock and Martha B. Bacon.
SOUTH by property of Linda L. Aycock and Martha B. Bacon.
West by Parcel "2" known as Smith Street.

EXHIBIT "B"
Special Stipulations

Special Stipulations

SUBORDINATION

1. This Agreement shall be subject and subordinate to all provisions of the *Covenant of Use, Purpose and Ownership* dated May 29, 2014 granted for the benefit of the United States Department of Commerce, Economic Development Administration and recorded in the records of the Clerk of the Bulloch County Superior Court in Deed Book 2245 on Pages 58-62.

PURPOSE OF PARAGRAPH IDENTIFICATION REFERENCES

2. The brief, captioned, paragraph-identifications references which appear in bold italics above each numbered paragraph of this Exhibit "B" are for the purpose of convenience only and shall be completely disregarded in construing this Rental Agreement.

PREMISES TO BE USED FOR SPECIFIC PURPOSE

3. Landlord and Tenant agree to use the Premises only for the purpose specified in Economic Development Activity Grant 04-79-06832, entitled City Campus Incubator/Fab Lab, for the duration of this lease including any Extended Terms.

SUBLEASING

4. Any sublets or subtenancies shall be limited to the subleasing of space in the Premises in order to provide sufficient space for companies in need of incubation. All revenue from such subleases shall be considered program income under Economic Development Activity Grant 04-79-06832 and shall be recommitted to the operation and maintenance of incubation facilities and the innovation laboratory. Sublets or subtenancies shall not require the approval of Landlord so long as each sublet or subtenancy is approved consistent with the requirements of Economic Development Activity Grant 04-79-06832.

REPAIRS

5. Tenant shall exercise due care in the use and maintenance of the Premises and shall keep the Premises in good repair and in a condition equivalent in all respects to that which it is received upon completion of the construction period approved by Tenant and Landlord and required by the terms of the EDA grant award. Tenant, during the term of this lease, shall also properly maintain all construction, installation, and equipment warranties received as a result of the construction performed under the terms of the Economic Development Activity Grant. Tenant shall at its own cost and expense, maintain the Premises in good repair, condition, and working order and shall service and furnish all minor, customary, and preventive parts and maintenance required to keep the Premises in

good working order. Minor, customary and preventive parts and maintenance shall include items such as bulbs, ballasts, thermostats, filters, float switches, fittings, valves, seals, freon, door locks, door returns, door knobs, handles, faucets, minor pipe leaks, water heater elements, ceiling tiles, floor coverings, and similar preventative maintenance, parts and parts replacement.

Tenant shall perform an annual inspection and assessment of the Premises and furnish a written report to the Landlord within THIRTY (30) days from each anniversary of the commencement date of this lease agreement identifying any known or foreseeable issues with the Premises' structural, mechanical, electrical, roofing, or heating and air systems. Additionally, Tenant shall promptly notify Landlord of any issues with the Premises concerning its structural, mechanical, electrical, roofing, or heating and air systems. Landlord shall be responsible for the repair or the replacement of such major systems concerning the Premises' structural, mechanical, electrical, roofing, or heating and air systems if the warranties concerning such have been properly maintained by the Tenant and such warranties have either expired or are not applicable; and if the Tenant notified Landlord of defects with the defined major systems within a reasonable timeframe. The Tenant shall be responsible for the cost of repair and/or replacement if Landlord determines that the failure of the defined major systems are a result of lack of proper and customary care or preventive maintenance by the Tenant; the Tenant did not properly maintain the construction or other warranties to the system; or the Tenant failed to reasonably notify Landlord of deficiencies. Major items shall include items such as repairs to or replacement of heat pumps, compressors, coils, water heaters, motors, windows, exterior doors, roof leaks, electrical panels, and similar major systems.

AMERICANS WITH DISABILITIES ACT

6. During the term of this tenancy, Tenant is and shall be solely responsible for assuring that the Premises and all common areas are at all times in compliance with the ADA and all regulations promulgated thereunder. Tenant shall not seek reimbursement from Landlord for, any expenditure associated with ADA and regulatory compliance.

TERMINATION BY LANDLORD, RECAPTURE OF CAPITAL INVESTMENT

7. At the time of this agreement all capital investment for the renovation of the Premises is being funded by a grant from the Economic Development Administration of the United States Department of Commerce, and no capital investment is being made by the Tenant.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW

8. As to the Premises and Program, at all times the Landlord and Tenant shall comply with and abide by all applicable Federal, State and local laws, statutes, ordinances and regulations regarding a.) non-discrimination by the Landlord and Tenant and b.) environmental matters / requirements.

NO JOINT VENTURE

9. Nothing in this agreement shall alter or amend the Landlord's and Tenant's duties and obligations under the Covenant of Use, Purpose and Ownership dated May 29, 2014 granted for the benefit of the United States Department of Commerce, Economic Development Administration recorded in the records of the Clerk of the Bulloch County Superior Court in Deed Book 2245 on Pages 58-62.

ENTIRE AGREEMENT

10. The terms and conditions governing the Landlord and the Tenant contained in the Memorandum of Understanding regarding Georgia Southern University E-Zone and Innovation Incubator approved by Landlord by Resolution 2013-21 and executed by both parties are incorporated here and made part of this agreement.

END OF EXHIBIT "B"

**Resolution 2015-14: A RESOLUTION REQUESTING APPROVAL TO EXECUTE
DOCUMENTS FOR SUBMITTAL OF AN ECONOMIC DEVELOPMENT
ADMINISTRATION GRANT FOR PURPOSES OF FABRICATION LABORATORY
AND INCUBATION CENTER.**

THAT WHEREAS, the Economic Development Administration announced the availability of grant funding, which may be utilized for as additional funds for the construction and renovation of real property to be utilized as the City of Statesboro / Georgia Southern University Fabrication Laboratory and Business Innovation Center in accords with Economic Development Activity Grant 04-79-06832; and

WHEREAS, the necessary application documents for the Economic Development Administration have been and are being prepared for submittal and consideration in the grant competition process for such a purpose; and

WHEREAS, the grant application requires certain commitments of matching funds to be utilized in the project be made by Georgia Southern University, the Georgia Southern University Research Services Foundation, the Averitt Center for the Arts, and/ or the City of Statesboro as co-recipients for Economic Development Activity Grant 04-79-06832 and co-applicants for additional funding; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Statesboro, Georgia in regular session assembled this 2nd day of June, 2015 that the submittal of an application to the Economic Development Administration of a grant application, as a co-applicant with Georgia Southern University and/or the Georgia Southern University Research Services Foundation and the Averitt Art Center, is hereby approved; and

BE IT RESOLVED, by the City Council of the City of Statesboro, Georgia that the City of Statesboro hereby commits \$_____ of unexpended city dollars as match in said application; and

BE IT FURTHER RESOLVED that the Mayor of the City of Statesboro shall act as the official signatory on behalf of the Mayor and City Council of the City of Statesboro and is hereby authorized to execute all documents related to the submittal of such application and any agreements entered into by and between the City of Statesboro, Georgia Southern University, and /or the Georgia Southern University Research Services Foundation in regard to such submittal to the Economic Development Administration as well as documents related to the establishment of the City of Statesboro / Georgia Southern University Fabrication Laboratory and Incubation Center that are reflective of and necessitated by this Resolution.

Adopted this June 2, 2015.

CITY OF STATESBORO, GEORGIA

By: Jan J. Moore, Mayor

Attest: Sue Starling, City Clerk

RESOLUTION 2015-13: A RESOLUTION AUTHORIZING TOURISM PRODUCT DEVELOPMENT GRANT APPLICATION

WHEREAS, the Mayor and City Council of the City of Statesboro, Georgia recognize the importance of implementing tourism products that contribute to building assets that create tourist destinations in the City of Statesboro; and

WHEREAS, the Georgia Department of Economic Development Tourism Division and Georgia Council for the Arts have announced the FY2016 Tourism Product Development Funding and Application; and

WHEREAS, the City of Statesboro, the Averitt Center for the Arts, Georgia Southern University, and the Georgia Southern University Research Foundation are partners in the development of the Georgia Southern University, City of Statesboro Fabrication Laboratory and Business Incubation Center; and

WHEREAS, an important workforce and tourism component of this project is the Arts Incubator; and

WHEREAS, current funding levels are insufficient to complete the build out of the Arts Incubator; and

WHEREAS, the Averitt Center for the Arts and the City of Statesboro have entered into a Memorandum of Understanding governing the rights and responsibilities of each in regards to the grant application and award, if any; and

WHEREAS, the applications will only be accepted from City or County governments, the governing body of the City of Statesboro authorizes the filing of a FY2016 Tourism Product Development Grant application to the Georgia Department of Economic Development;

WHEREAS, it is the intent of the Averitt Center for the Arts to match the grant;

NOW, THEREFORE, BE IT HEREBY PROCLAIMED by the City Council of the City of Statesboro, Georgia that application, on behalf of the Averitt Center for the Arts, be made to the Georgia Department of Economic Development in the amount of \$15,000 for the FY2016 Tourism Product Development Grant before the deadline of June 30, 2015.

Adopted this 2nd day of June, 2015.

THE MAYOR AND CITY COUNCIL OF THE CITY OF STATESBORO, GEORGIA

By: Jan Moore, Mayor

Attest: Sue Starling, City Clerk

Memorandum of Understanding

WHEREAS, the Averitt Center for the Arts and the City of Statesboro have come together to collaborate and to make an application for the Georgia Department of Economic Development (GDED) Tourism Division & Georgia Council for the Arts FY2016 Tourism Product Development Agreement; and

WHEREAS, the partners listed below have agreed to enter into a collaborative agreement in which the City of Statesboro will be the lead agency named applicant and the Averitt Center for the Arts will be the City's partner and beneficiary of this application; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

WHEREAS, the application prepared and approved by the collaborative through its partners is to be submitted to the GDED Tourism Division & Georgia Council for the Arts on or before June 30, 2015; and

WHEREAS, the term of this MOU will continue until the final completion of the grant project and all financial obligations have been met; and

WHEREAS, the City of Statesboro and the Averitt Center for the Arts have a very positive, pro-partnership relationship and have worked together on developing vibrant artistic and cultural environments in the City of Statesboro, on creating jobs for the art community and attracting tourists and prolonging their stay by providing enhanced cultural experiences, and thus boosting positive economic impact.

Roles and Responsibilities

1. The total funding amount awarded by the FY2016 Tourism Product Grant to the City of Statesboro will be available for use by the Averitt Center for the Arts for purposes represented in the grant application, specifically the build out of the Arts Incubator portion of the City of Statesboro and Georgia Southern University Fabrication Laboratory and Business Innovation Center.
2. The Averitt Center for the Arts will execute the project and will provide the City of Statesboro with all materials needed for reporting to GDED.
3. The Averitt Center for the Arts will pay all contractor expenses and will provide the required receipts and documentation needed to the City of Statesboro in order for the City of Statesboro to file for reimbursement from GDED under the grant guidelines.
4. The Averitt Center for the Arts will solely provide any and all matches, leverage, or other financial obligations of the GDED award.
5. The Averitt Center for the Arts will be solely responsible for timely and adequately meeting all performance requirements of the grant award.

By: Averitt Center for the Arts

Tim Chapman
Executive Director

Jenny Foss
Chairman of the Board

By: City of Statesboro

Mayor Jan J. Moore

Attest: Sue Starling, City Clerk

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
John C. Riggs
William P. Britt
Travis L. Chance
Gary L. Lewis



Jan J. Moore, Mayor
Robert Cheshire, Interim City Manager
Sue Starling, City Clerk
J. Alvin Leaphart, City Attorney

50 EAST MAIN STREET • P.O. BOX 348
STATESBORO, GEORGIA 30459-0348

MAYOR AND CITY OF COUNCIL OF STATESBORO NOTICE OF HEARING

**VIA CERTIFIED MAIL NO: 7014 0150 0000 4290 3808
RETURN RECEIPT REQUESTED
AND VIA REGULAR MAIL TO:**

Robert Dannacher as
owner of Big K-Mart #3957
715 Northside Drive East
Statesboro Ga 30458

YOU ARE HEREBY PROVIDED NOTICE that an administrative hearing will be conducted by the Mayor and City Council at the regular scheduled council meeting in the Council Chambers on the Second Floor of City Hall located at 50 East Main Street, Statesboro, Georgia 30458 on the 2nd of June, 2015 at 9:00 a.m.

The Mayor and City Council shall hear evidence as to whether the alcohol beverage license issued to Robert Dannacher for the operation of the department store known as Big K-Mart at 715 Northside Drive East, Statesboro, Georgia should be suspended or revoked due to violations of Chapter 6 of the Code of Ordinances of the City of Statesboro that governs the sale of alcoholic beverages.

The date and nature of the allegations are as follows:

1. Whether on or about April 16, 2015 the licensee, his agents or employees furnished alcohol to persons under 21 years of age in violation of Section 6-86, and if so, how many violations of Section 6-86 occurred.

The Mayor and City Council shall generally conduct this hearing in accordance with the Requirements of due process as required by the United States Constitution and the Constitution of the State of Georgia. The Mayor and City Council shall entertain any and all evidence relevant to this matter without regard to evidentiary rules regarding hearsay. The licensee has the right to be represented by counsel at his expense, present evidence, and cross-examine the evidence presented against him. The standard for action by the City Council against the licensee shall be a preponderance of this evidence.

THIS 15th DAY OF APRIL, 2015 IN STATESBORO, GEORGIA.


Sue Starling, City Clerk

If you would like to discuss possible resolution of this matter prior to this hearing please email Detective Robert Bryan with the Statesboro Police Department at rob.bryan@statesboroga.gov.

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
John C. Riggs
William P. Britt
Travis L. Chance
Gary L. Lewis



Jan J. Moore, Mayor
Robert Cheshire, Interim City Manager
Sue Starling, City Clerk
J. Alvin Leaphart, City Attorney

50 EAST MAIN STREET • P.O. BOX 348
STATESBORO, GEORGIA 30459-0348

MAYOR AND CITY OF COUNCIL OF STATESBORO NOTICE OF HEARING

**VIA CERTIFIED MAIL NO: 7014 0150 0000 4290 3792
RETURN RECEIPT REQUESTED
AND VIA REGULAR MAIL TO:**

Gopiben A Patel as
owner of Zip N Go #10
1803 Chandler Road
Statesboro Ga 30458

YOU ARE HEREBY PROVIDED NOTICE that an administrative hearing will be conducted by the Mayor and City Council at the regular scheduled council meeting in the Council Chambers on the Second Floor of City Hall located at 50 East Main Street, Statesboro, Georgia 30458 on the 2nd of June, 2015 at 9:00 a.m.

The Mayor and City Council shall hear evidence as to whether the alcohol beverage license issued to Gopiben A Patel for the operation of the convenience store known as Zip N Go at 1803 Chandler Road, Statesboro, Georgia should be suspended or revoked due to violations of Chapter 6 of the Code of Ordinances of the City of Statesboro that governs the sale of alcoholic beverages.

The date and nature of the allegations are as follows:

1. Whether on or about April 16, 2015 the licensee, his agents or employees furnished alcohol to persons under 21 years of age in violation of Section 6-86, and if so, how many violations of Section 6-86 occurred.

The Mayor and City Council shall generally conduct this hearing in accordance with the Requirements of due process as required by the United States Constitution and the Constitution of the State of Georgia. The Mayor and City Council shall entertain any and all evidence relevant to this matter without regard to evidentiary rules regarding hearsay. The licensee has the right to be represented by counsel at his expense, present evidence, and cross-examine the evidence presented against him. The standard for action by the City Council against the licensee shall be a preponderance of this evidence.

THIS 15th DAY OF APRIL, 2015 IN STATESBORO, GEORGIA.


Sue Starling, City Clerk

If you would like to discuss possible resolution of this matter prior to this hearing please email Detective Robert Bryan with the Statesboro Police Department at rob.bryan@statesboroga.gov.

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
John C. Riggs
William P. Britt
Travis L. Chance
Gary L. Lewis



Jan J. Moore, Mayor
Robert Cheshire, Interim City Manager
Sue Starling, City Clerk
J. Alvin Leaphart, City Attorney

50 EAST MAIN STREET • P.O. BOX 348
STATESBORO, GEORGIA 30459-0348

MAYOR AND CITY OF COUNCIL OF STATESBORO NOTICE OF HEARING

**VIA CERTIFIED MAIL NO: 7014 0150 0000 4290 3815
RETURN RECEIPT REQUESTED
AND VIA REGULAR MAIL TO:**

Ramiro Melendez as
owner of El Jalapeno's
711 South Main Street
Statesboro, Ga. 30458

YOU ARE HEREBY PROVIDED NOTICE that an administrative hearing will be conducted by the Mayor and City Council at the regular scheduled council meeting in the Council Chambers on the Second Floor of City Hall located at 50 East Main Street, Statesboro, Georgia 30458 on the 2nd of June, 2015 at 9:00 a.m.

The Mayor and City Council shall hear evidence as to whether the alcohol beverage license issued to Ramiro Melendez for the operation of the restaurant known as El Jalapeno's at 711 South Main Street, Statesboro, Georgia should be suspended or revoked due to violations of Chapter 6 of the Code of Ordinances of the City of Statesboro that governs the sale of alcoholic beverages.

The date and nature of the allegations are as follows:

1. Whether on or about February 21, 2015 the licensee, his agents or employees exceeded the legal occupancy load in violation of Section 6-157, and if so, how many violations of Section 6-157 occurred.

The Mayor and City Council shall generally conduct this hearing in accordance with the Requirements of due process as required by the United States Constitution and the Constitution of the State of Georgia. The Mayor and City Council shall entertain any and all evidence relevant to this matter without regard to evidentiary rules regarding hearsay. The licensee has the right to be represented by counsel at his expense, present evidence, and cross-examine the evidence presented against him. The standard for action by the City Council against the licensee shall be a preponderance of this evidence.

THIS 15th DAY OF MAY, 2015 IN STATESBORO, GEORGIA.


Sue Starling, City Clerk

If you would like to discuss possible resolution of this matter prior to this hearing please email Detective Robert Bryan with the Statesboro Police Department at rob.bryan@statesboroga.gov.

RESOLUTION 2015-15:A RESOLUTION REQUESTING APPROVAL TO EXECUTE DOCUMENTS FOR SUBMITTAL OF APPLICATION FOR GRANT FUNDING FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR TRANSPORTATION INVESTMENT GENERATING ECONOMIC RECOVERY (TIGER) 2015 FUNDING.

THAT WHEREAS, United States Department of Transportation has announced the availability of Transportation Investment Generating Economic Recovery grant funding, commonly known as TIGER funds, which may be utilized for automobile and pedestrian transportation improvements and associated utility and aesthetic improvements; and

WHEREAS, the Mayor and City Council for the City of Statesboro has identified Highway 301 South, also known as South Main Street, as an important corridor for economic development and quality of life in Statesboro, Bulloch County, and the region; and

WHEREAS, the necessary application documents for the United States Department of Transportation have been and are being prepared for submittal and consideration in the grant competition process for such purposes; and

WHEREAS, the grant application requires certain commitments of matching funds to be utilized in the project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Statesboro, Georgia in regular session assembled this 2nd day of June, 2015, as the governing body for the City of Statesboro, Georgia, that the submittal of an application to the United States Department of Transportation for a TIGER grant application, is hereby approved; and

BE IT RESOLVED, that such award of grant funding is conditioned upon execution of a contract between the City of Statesboro, Georgia and the United States Department of Transportation; and

BE IT RESOLVED by the City Council of the City of Statesboro, Georgia that the City of Statesboro hereby commits \$_____ of unexpended city dollars as match in said application and will reserve such funds for contribution to the commitments made in said grant application; and

BE IT FURTHER RESOLVED that the Mayor of the City of Statesboro shall act as the official signatory on behalf of the Mayor and City Council of the City of Statesboro and is hereby authorized to execute all documents related to the submittal of such application or to authorize an appropriate designee for such.

Adopted this June 2, 2015.

CITY OF STATESBORO, GEORGIA

By: Jan J. Moore, Mayor

Attest: Sue Starling, City Clerk

Ordinance 2015-06

**An Ordinance Amending Chapter Eighteen of the Statesboro Code of Ordinances
(Temporary Vendors and Transient Merchants)**

WHEREAS, the Mayor and City Council have determined there is sufficient reason and need to amend Chapter 18 of the Code of Ordinance, City of Statesboro, Georgia to promote the general welfare of the citizens of Statesboro;

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Statesboro, Georgia, in regular session assembled as follows:

Section 1:

Chapter 18 of the Code of Ordinances, City of Statesboro, Georgia is hereby amended by adding the following pertaining to temporary vendors and transient merchants, including garage, yard, and stall sales and temporary businesses:

ARTICLE X. Temporary Vendors and Transient Merchants

Sec. 18-285. - Definitions.

As used herein, the following words or phrases shall have the following meaning:

Nonprofit organization means a registered 501(c)(3) non-taxable organization or agency.

Personal property means property which is owned, utilized, and maintained by an individual or members of his or her own residence and acquired in the normal course of living or in maintaining a residence. It does not include merchandise which was purchased for resale or obtained on consignment.

Temporary business means the sale of goods or services by a person or business being operated out of a vehicle, trailer or tent/other similar temporary structure or in the open air for a specified period of time. A household selling its personal property at the residential location of that household is *not* a temporary business.

Tent means a portable shelter consisting of canvas or other material stretched over poles or other like devices attached to stakes or anything suggestive of a portable shelter.

Transient vendor means any person, firm or corporation whether as owner, agent or employee that sells, offers or exhibits for sale any goods, wares or services from private premises, but remains at one place for a temporary period only.

Sec. 18-286. - Temporary business, temporary vendor permit required.

Any person desiring to operate a temporary business within the City shall be required to obtain a Temporary Vendor Permit and shall be subject to all provisions set forth herein. It shall be unlawful for any person, agent, servant or employee of any person to engage in, carry on or conduct a temporary business without having first obtained a permit as provided herein.

Sec. 18-287. - Garage, yard, or stall sales; temporary vendor permit required.

Any person desiring to sell personal property of every kind and character, not at their own residence, shall obtain a Temporary Vendor Permit and shall be subject to all provisions set forth herein. It shall be unlawful for any person, agent, servant or employee of any person to engage in, carry on or conduct a garage, yard, or stall sale, not at their own residence, without having first obtained a permit as provided herein. All merchandise or items associated with any sale shall be removed immediately at the end of the sale.

Sec. 18-288. - Application for temporary vendor permit required.

Any person required to procure a temporary vendor permit under the provisions of this Article shall submit an application for such permit to the City of Statesboro upon a form to be supplied by the City. The application shall include, but shall not be limited to the following information:

- (a.) Name under which business is to be conducted and the business's state of incorporation;
- (b.) Name of the applicant;
- (c.) Permanent residential address of applicant and length of time at such address;
- (d.) Address where business is to be conducted;
- (e.) Property owner's name, address, telephone number and email address;
- (f.) Written consent of property owner for the use of the property in the nature of that applied for, or his agent and any conditions to lease agreement;
- (g.) Nature of the business;
- (h.) Type of merchandise;
- (i.) Description and number of vehicles and/or tents to be used;
- (j.) Dates and times within which the temporary business or garage, yard or stall sale will be operated;
- (k.) Name and contact information of the person and/or persons who will be in direct charge of conducting the temporary business or garage, yard or stall sale.
- (l.) Site plan clearly demonstrating the property; the layout of any temporary structures; or parking; toilet facilities; ingress/egress; drive lanes; and any other proposed use of area including the division of property into "stalls" or other defined areas.

Sec. 18-289. - Fees.

Regulatory fees, administrative fees, and/or application fees for Temporary Vendor Permits shall be levied in accordance with the most recently adopted Schedule of Fees or as otherwise adopted by the City of Statesboro Mayor and City Council.

Sec. 18-290. - Exemptions.

The following shall be exempt from the provisions of this Article:

- (a.) Participants in any City or other governmental agency sanctioned event.

(b.) Any nonprofit organization sanctioned event provided that:

- (1.) No sale shall last more than two consecutive days.
- (2.) All merchandise or items associated with any sale shall be removed immediately at the end of the sale.
- (3.) No more than two events per property, per year, may be held.

(c.) Any person desiring to sell personal property of their own and at their own residence provided that:

- (1.) No sale shall last more than two consecutive days.
- (2.) No more than two sales of own personal property at each own residence within a 30-day period; and no more than four times per year total.
- (3.) All merchandise or items associated with any sale shall be removed immediately at the end of the sale.

Sec. 18-291. - Transfer of Temporary Vendor Permit.

A Temporary Vendor Permit issued hereunder shall not be transferable.

Sec. 18-292. - Location.

- (a.) Any Temporary Business which sells its goods or services from more than one location within the City shall submit a separate application for each location and pay a separate fee for each location.
- (b.) Any Business regulated hereunder which moves to another location after the expiration of the temporary period shall obtain a new Temporary Vendor Permit from the City and pay the required fees for such permit.
- (c.) Temporary Vendors may only locate in zones allowing commercial or industrial uses; Temporary Vendors and Transient Merchants shall not locate within the right-of-way.

Sec. 18-293. - Regulations.

- (a.) The premises where such Temporary Business is located shall be kept in a clean and sanitary condition.
- (b.) The Temporary vendor shall have sufficient parking on the premises to provide parking for the customers and must not allow parking on the streets or adjoining property. Parking plans and ingress/egress plans must be approved by the City Engineer for safety.
- (c.) The vendor may not sell any goods or services by means of any outcry, sound, speaker or amplifier of any kind.
- (d.) The Temporary Vendor Permit shall be posted in conspicuous location at the Temporary Business site. License shall be shown to any peace officer or agent of the City of Statesboro or State of Georgia requesting it.

(e.) Any structures or mobile units utilized by the Vendor shall comply with all fire and life safety code provisions and any additional requirements established by the authority having jurisdiction.

(f.) The vendor shall not be located within any public right of way.

(g.) Any Temporary Vendor or Transient Merchant required to obtain health permits, bonds, certificates of qualification, certificates of competency, state licensing, zoning approval, fire approval, certificates of occupancy, or other regulatory matter, shall first, before the issuance of a Temporary Vendor Permit, show evidence of such qualification.

(h.) Any temporary business operating with a duration of more than two consecutive days shall provide proper sanitary facilities consisting of one lavatory with running water for each ten thousand square feet of utilized site area. There shall be one or more hose connections to an adequate supply of water for each ten thousand square feet of utilized area and located so that all parts may be serviced by a hose. The Building Official shall approve such facilities.

Sec. 18-294. - Signs.

Any signs erected in conjunction with the operation of a Temporary Business must be permitted in accordance with Statesboro Zoning Ordinance.

Sec. 19-295. - Penalties for operation without a Temporary Vendor Permit.

Any Temporary Business or Temporary Vendor which operates within the City without first registering with the City and obtaining a Temporary Vendor Permit as provided herein shall be charged with violation of this ordinance. Each day any violation of this article shall continue shall constitute a separate offense.

Sec. 18-296. - Revocation of a Temporary Vendor Permit.

Any Temporary Vendor Permit issued to conduct a Temporary Business may be revoked by the City Clerk due to the failure of the vendor, his agent or employees to comply with the provisions herein; fraud, misrepresentation or false statement contained in the application for license; or for any violation of any other ordinance of the City or of any state or federal law.

Sec. 18-297. - Duration

Any Temporary Vendor Permit issued to a Temporary Business shall be valid for the dates stated upon the Temporary Vendor Permit or 30 consecutive days, whichever is shorter.

Sec. 18-298. - Limits of issuance.

(a.) No Temporary Vendor or Transient Merchant shall be issued more than three (3) Temporary Vendor Permits per calendar year.

(b.) No property site shall be issued more than three Temporary Vendor Permits per calendar year.

Sec. 18-299 – 305. - Reserved.

Section 2. All other sections of the Code of Ordinances, City of Statesboro, Georgia not expressly amended here remain in full force and effect.

Section 3. Should any section, subsection, or provision of this ordinance be rendered invalid by a court of competent jurisdiction, then all other sections, subsections, and provisions of this ordinance shall remain in full force and effect.

Section 4. Except as modified herein, City of Statesboro Code of Ordinances, is hereby reaffirmed and restated. The codifier is hereby granted editorial license to include this amendment in future supplements of said Code by appropriate section, division, article or chapter.

Section 5. This ordinance shall be and remain in full force and effect from and after its adoption on two separate readings.

First Reading: June 2, 2015

Second Reading: June 16, 2015

The Mayor and City Council of the City of Statesboro, Georgia

By: Jan J. Moore, Mayor

Attest: Sue Starling, City Clerk

Ordinance 2015-07

Article XXX: Design Standards: Downtown Incentive District

Section 3000. Declaration of legislative intent.

It is hereby declared to be the intent of this article to establish design and development standards for the Downtown Incentive District, herein after called the "District." The purpose of this Article is to foster and strengthen economic vitality in the City's District while respecting and enhancing the special character of the existing development in the area.

The District is a compact assembly of storefront buildings, short walkable blocks, mixed uses, pedestrian amenities, and consolidated on- and off-street parking as well as single family residences, medium density residential developments, and an assortment of residences turned boutique commercial uses.

The District is especially vulnerable to intrusion from incompatible uses and physical development practices. The District is so important and significant to the city, that it justifies a special set of regulations designed to protect and enhance its character in light of new development. The potential to impact existing development is much less in other areas of the community than in the downtown core area, and hence the regulations outside the District area do not merit the same protection.

The purpose of this Article is to establish requirements for building and site design for new developments and for the significant modification of existing developments within the District. This Article is intended to protect the existing character of the downtown and encourage orderly development in accordance with the comprehensive plan for the City of Statesboro and the Downtown Statesboro Master Plan.

The following principles serve as the foundation for the Article:

- (a) Efficient use of land and services.
- (b) A mix of land uses which strengthen opportunities for economic vitality and support pedestrian activity as well as housing opportunities.
- (c) Provide for community gathering places and pedestrian/visitor amenities.
- (d) Maintain and expand a distinct storefront character for commercial properties associated with the District, specifically two to four story tall buildings, rectangular in mass with traditional design features.
- (e) Provide transitions to adjacent neighborhoods and commercial areas.
- (f) Maintain and enhance the area's character through design standards.
- (g) Protect the character of existing residential neighborhoods within the District; and
- (h) Promote compatibility between residential and nonresidential adjacent and nearby uses.

Section 3001. Boundaries.

The boundaries of the District shall be approved by the Statesboro City Council and incorporated into the Official Zoning Map for the City of Statesboro. A copy of the Downtown Incentive District boundaries is attached hereto and incorporated herein by reference.

Section 3002. Use Regulations.

- A. A building may be erected, altered, or used, and a lot may be used or occupied for any reason permissible by right within the underlying zoning district for the property within the District.
- B. Any alteration, change, or modification to any structure or site within the District which exceeds 50% of the fair market value of the structure or site as determined by the Bulloch County Tax Assessor is subject to the requirements of this Article.
- C. This Article shall not apply to routine maintenance, and repair of a structure or site. However; changes to exterior colors shall comply with this article.
- D. Outdoor storage or equipment, materials, or inventory is not permitted except during construction.
- E. Chain link and barbed wire fences are prohibited within the District.

Section 3003. Historic Buildings or Property.

- A. A Historic District is a geographically definable area, which possesses a significant concentration, continuity or linkage of buildings, sites, structures or objects aesthetically united by plan, physical development or past events. Districts may also include geographically separated individual elements linked by history or association. A Historic District will further mean an area designated by the City Council of the City of Statesboro pursuant to the criteria set forth in Section 3003 of this Article.
- B. "Building" may be used to refer to a historically and functionally related unit, such as a courthouse, jail, house or barn. Parts of buildings, such as interiors, facades, or wings, are not eligible independent of the rest of the existing building. The whole building must be considered, and its significant features must be identified. If a building has lost any of its basic structural elements, it is usually considered a "ruin" and is categorized as a site.
- C. A Historic Property is a structure, site, object, or work of art, including the adjacent area necessary for the proper appreciation or use thereof.
- D. Historic Buildings, Historic Properties and Historic Districts are deemed worthy of preservation by reason of their value to the City of Statesboro, Bulloch County, the State of Georgia, or the region for one or more of the following reasons as determined by the Statesboro City Council:
 - a. It is an outstanding example of a structure representative of its era;

- b. It is one of the few remaining examples of a past architectural style;
- c. It is a place or structure associated with an event or person of historic or cultural significance to the City of Statesboro, Bulloch County, State of Georgia, or the region;
- d. It is a site of natural or aesthetic interest that is continuing to contribute to the cultural or historical development and heritage of the City of Statesboro, Bulloch County, the State of Georgia or the region;
- e. It is within an existing historic district or is listed with the National Registry of Historic Places; or
- f. It is more than fifty (50) years old.

New additions, exterior alterations, or related new construction on historic buildings or historic properties shall not destroy the historic character of the property or the historic materials associated with the property. Any new work shall be compatible with the massing, size, scale, and architectural features to protect the historical integrity of the property and its environment. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Historic Buildings, Historic Properties and buildings and properties determined eligible for national registry shall not be demolished without a finding of necessity by the Statesboro City Council, with the exception of non-historic, non-contributing buildings or properties within the geographical confines of a historic district. The finding of necessity is based on a finding of major structural damage in which the walls, floors, roof, windows or structural elements are damaged 35% or more.

Section 3004. Height Regulations.

- A. The maximum height of buildings or other structures erected or enlarged in the district shall be four stories, not to exceed 48 feet.
 - a. Exceptions to Height Regulations. Not included in maximum height: chimneys, bell towers, steeples, roof equipment, flagpoles, and similar features that are not intended or used for human occupancy.

Section 3005. Regulation of Murals.

- A. A mural is a work of art painted, or otherwise affixed, to the side of a building or wall.

Murals shall comply with the following standards:

1. Murals shall not contain text, graphics or symbols that promote or advertise a service, product or business or promote a political party or candidate.
2. No part of any mural shall extend beyond the building wall or freestanding wall on which it is tiled, painted or affixed.
3. No part of the mural shall extend more than six inches from the plane of the wall upon which it is tiled, painted or affixed.

The following forms of Murals are prohibited:

1. Murals that contain elements that change, move, rotate or otherwise create a changing message or image.
2. Murals that use flashing, scrolling or internal lights.
3. Murals that contain electrical or mechanical components.

Mural Review Criteria

This section establishes the policy and guidelines by which murals will be regulated.

(a) Theme:

- a. The content of murals is protected by the laws of free speech.
- b. The mural must comply with O.C.G.A. § 16-12-80 and O.C.G.A. § 36-60-3. The mural must not advertise any activity deemed illegal under the laws of Georgia or the United States.
- c. The mural's theme should respect the greater context of the community.

(b) Location:

- a. Murals placed on the front (primary) façade should not comprise more than 25 percent of the façade.

Section 3006. Building Orientation.

- (a) Buildings shall have their primary entrance(s) oriented to the primary street and sidewalk. Building entrances may include entrances to individual units, lobby entrances, entrances oriented to pedestrian plazas, or breezeway/courtyard entrances to a cluster of spaces.
- (b) A building may have an entrance facing a side yard when a direct pedestrian walkway is provided between the building entrance and the street right-of-way.

Section 3007. Storefront Design.

- A. Storefront Design. All commercial buildings shall contribute toward the storefront character and visual relationships of buildings existing in the district. The following architectural features should be used along the street frontage building elevations, as applicable.
- (a) Buildings should have consistent spacing of similar shaped windows with trim or other decorative molding on all building stories.
 - (b) Large display windows should be employed on ground floor storefronts. Display windows should be framed to visually separate the ground floor from the second floor.
 - (c) All buildings with a flat roof should have a decorative cornice at the top of the building; or eaves, when the building is designed with a pitched roof.
 - (d) Cornices or changes in material can be used to differentiate the ground floor of buildings that have commercial uses from the upper floor(s) that may have offices or residential uses. Ground floor facades should utilize cornices, signs, awnings, exterior lighting, display windows and entry insets.

Section 3008. Building and Roofing Materials.

- A. Building Materials. Building materials shall be similar to the materials used on the existing buildings in the Downtown Business District. Brick and stone masonry are considered compatible with wood siding.
- (a) In circumstances where similar materials are not proposed, such as a stucco building in a row of brick structures, other characteristics such as scale and proportion, form, architectural detailing, height, and color and texture shall be utilized to ensure that adequate similarity exists for the building to be considered compatible.
 - (b) Highly reflective materials such as reflective glass shall not be permitted.
 - (c) Clear glass windows shall be used for commercial storefront display windows.
 - (d) Buildings shall be consistently detailed on all sides. Windows and doors shall be defined with detail elements such as frames, sills, and lintels, and placed to visually establish and define the building stories and establish human scale and proportion.
 - (e) Exposed rough or re-sawn siding and exposed, untreated concrete shall not be permitted as a finished exterior. Metal siding and vinyl siding (except as accent materials) are prohibited.
 - (f) Accessory structures and buildings should be similar in material and color to the primary building on the site.
 - (g) If visible from a public street or adjoining residentially zoned property, all facades of buildings shall use materials consistent with those used on the front

of the building, and should be designed with similar detailing and be comparable in quality and materials.

- B. Flat roofs shall incorporate finished parapet walls with three (3) dimension cornice treatments designed to conceal the roof and roof mounted mechanical equipment.

Section 3009. Building Color and Re-roofing.

- A. Recommended color shades shall draw from the range of color shades of structures that already exist in the District.
- B. All wood structures and wood trim shall remain painted.
- C. Paint colors are to be chosen to blend and complement the overall scheme of the buildings that lie on the street. Contemporary colors and single colors are to be avoided. The selection of the paint palette should correspond to the architecture of the building.
- D. Building trim should be painted a complementary color that is lighter or darker than the actual building color. The goal is to define the trim elements (cornices, storefront, window frames, doors, etc.) without overpowering the remainder of the building.
- E. Use one main trim color with an option of a secondary accent color to define the details.
- F. Color must be chosen from the designated scheme set forth above or from those colors included in the historic collection of commonly recognized paint lines.

Section 3010. Sidewalks and Pedestrian Areas.

- A. Sidewalks and pedestrian areas shall be provided along the public right of way for each property.
- B. Sidewalks shall be a minimum of 5' wide.
- C. Sidewalks shall use decorative paving that is consistent with the designs adopted by the City of Statesboro.
- D. Where adequate right of way exists, sidewalks and decorative paving shall be extended to create additional space for street crossings, gatherings, or clustering of street furniture.
- E. Clearly defined, safe, pedestrian access shall be provided from parking areas and adjacent public sidewalks to building entrances.
- F. Continuous internal pedestrian walkways shall be provided from the public sidewalk or right of way to the main customer entrance of all principal buildings.

Section 3011. Street Furniture and Lighting.

- a. Lighting may be used for the following:
 - a. To accent architectural details

- b. To accent building entrances
 - c. To accent signs
 - d. To illuminate sidewalks
 - e. To accent tree canopy or other landscaping
- b. Exterior lighting shall have a low level of luminescence that casts a color similar to day time light and should not interfere with the adjacent property or automobile traffic.
 - c. Lighting standards shall meet those required by the Safe By Design Program of the City of Statesboro and must include parking areas.

Section 3012. Landscaping.

- A. All properties shall adhere to the provisions of the City of Statesboro's Urban Forest Beautification and Conservation Ordinance. Tree canopy placement within the District shall be as follows:
 - a. Locate street trees along edges of sidewalks, maintain a clearly defined pedestrian travel zone;
 - b. Locate street trees in larger planting areas, such as buffer strips adjacent to parking lots;
 - c. Locate trees within parking areas;
 - d. Install new trees where walkway widths permit; and/or
 - e. Replace trees that are diseased or have passed their life cycle.
- B. Street buffer yards. In addition to the landscaping and buffering requirements, parking lots shall be buffered from streets and rights of way by a landscaped strip or planter with a minimum width of five (5') feet between the parking lot and the public space. An administrative variance may be issued in cases of hardship.
- C. Parking areas must be landscaped.
- D. Foundation landscaping along fifty (50) percent of the building length is required for each building on the property.
- E. In order to protect significant trees within the District, the following shall apply to any tree on the property that is greater than 20 inches in diameter (which shall be known as a historic tree) and to any tree that is greater than 30 inches in diameter that is located within any required setback or buffer area, which shall be known as a historic tree:
 - a. A heritage tree which is removed shall be replaced with a minimum of two four-inch caliper shade trees.
 - b. A historic tree which is removed shall be replaced with a minimum of four four-inch caliper shade trees.
 - c. New trees used to comply with heritage and historic tree replacement requirements shall not count toward required tree points under Chapter 86.

- d. No construction, grading, equipment, or material storage, or any other activity shall be allowed within the critical root zone of a heritage or historic tree unless the steps taken adequately ensure the tree's health.
 - e. Heritage or historic trees shall not be cut, removed, pushed over, killed, harmed, trimmed, sprayed, or destroyed without written approval of the City of Statesboro.
- F. Landscaped areas, including buffer and screening areas, shall be maintained in good condition and kept free of dead plants, weeds, or debris.
 - G. All planting areas shall be protected from vehicle damage by the installation of curbing or other methods approved by the administrator. Alternative barrier designs which provide improved infiltration, storage or stormwater are strongly encouraged.
 - H. The plant materials used in and around parking lots and adjacent to street rights of way and pedestrian ways shall be designed to assure visibility at intersections and safety of pedestrians. Therefore, shrubs shall not exceed two (2) feet in height at maturity, and trees are to be pruned to at least six (6) feet above ground.
 - I. All planting areas shall be stabilized with ground covers, mulches, or other approved materials to prevent soil erosion and to allow rainwater infiltration. Rubber mulch is not acceptable.
 - J. Grassed areas shall be finished with sod.
 - K. In order to provide additional safety measures to the site through environmental design clear visibility shall be maintained from the building to the street, parking areas, pedestrian walkways, and passing vehicles.

Section 3013. Buffering and Screening Requirements.

- A. Buffer and/or screenings are required in order to reduce the impact of a use of land on adjacent uses that are of a significantly different character, density, or intensity. The width of the buffer yard shall be the same as the setback requirement in the applicable zoning district and all screening materials shall be located within the required yard. A buffer yard may only be occupied by permitted landscaping and screening materials, underground utilities, and storm water retention areas. Buffer yards and screening shall be required in addition to any other landscaping requirement listed in this section.
- B. The following items are permitted for use as buffering materials.
 - a. Evergreen buffer vegetation included in the acceptable evergreen list meeting a minimum height of six (6) feet.
 - b. Masonry walls measuring at least six (6) feet in height, but no more than eight (8) feet in height. Natural and painted concrete block walls are not permitted.

- c. A solid wood fence measuring at least six (6) feet in height, but not more than eight (8) feet. If wood is used, only treated or rot resistant wood is acceptable. Chain-link, barbed wire, stock wire and similar type fences are not permitted.
- d. Vinyl fences at least six (6) feet in height but no more than eight (8) feet are permitted.
- e. With the approval of the Zoning Administrator, a developer may use any combination of the screening materials that meet the intent of this Article.

Section 3014. Off Street Parking.

- A. Off street parking shall be provided in conformance with Article XVI and shall be curbed and guttered along the right of way.
- B. For new development projects or if more than ten (10) spaces are provided in a renovation, then no more than 25% of off street parking may be provided in the front of the building. The remaining shall be to the side or rear of buildings.
- C. Shared parking is encouraged and applied pursuant to Article VXi.
- D. Where a parking lot abuts a public sidewalk, a landscaped strip, or planter with a minimum width of five (5) feet utilizing a combination of trees, shrubs, and flowers shall be provided.
- E. Parking lots containing forty (40) or more spaces shall be divided into discrete areas not exceeding thirty (30) parking spaces. An internal path or sidewalk located within landscaped areas between, and connecting the parking pods is required where there are more than three pods or the configuration of the pods makes it difficult for pedestrian to access the buildings.
- F. Existing front parking lots may be utilized but will be required to provide landscape buffer and sidewalk.

Section 3015. Signage.

- A. All property within the District shall be subject to the regulations for Sign District 3 within Article XV of this Ordinance.
- B. No electronic message boards shall be within the district.
- C. Signs within the District shall lose their nonconforming status if they are out of service for twelve (12) months or more.
- D. The color palette for the District applies to signage in the District.
- E. Projection signs from buildings may be allowed at no more than one (1) square foot of sign area for each linear foot of building footage on that façade.

Section 3016. Mechanical, Electrical, Utility, and Sanitation Equipment.

- a. Utility service boxes, telecommunication devices, sanitation areas, mechanical equipment, and other such service areas shall be placed away from major pedestrian or automobile routes and screened from view in accordance with City of Statesboro specifications for such.
- b. Mechanical equipment and service areas shall be designed and located to minimize visual impact.
- c. Utilities shall be buried within rights of way or easements as approved by the City of Statesboro.

Section 3017. Variances.

- A. Variances from this Article shall proceed under Article XVIII except for landscaping issues, which shall proceed as variances from Chapter 86 of Statesboro City ordinances.

DRAFT



Downtown Statesboro Incentive District



Source: Esri, DigitalGlobe, CNES/Airbus DS, USDA, swisstopo, and the GIS User Community

Memo



TO: Robert Cheshire, City Manager
FROM: Darren Prather, Purchasing Director
DATE: 5-27-2015

Re: Recommendation—RFP- Installation of Radio Transmitting Meters

The City of Statesboro issued a request for proposals (RFP) for the installation of water and natural gas radio transmitting meters (CIP #WWD112 and #NGD-60). This contract is for installation only as the City of Statesboro has purchased and will supply the meters for this project. These meters will allow for radio transmission of meter readings back to a home base and will allow for instant customer account information if needed. The Natural Gas portion of this project will be funded by the 2013 SPLOST with the Water portion to be funded by 2007 SPLOST funds. This project will involve replacing 4350 water meters, 2,700 retro-setters and installing 9,300 single/dual port AMR transmitters. On the Natural Gas portion of this project, 1,200 residential gas meters with AMR will be installed along with 300 retro-fit AMR transmitters and the installation of 424 AMR transmitters on existing larger meters. In addition to the previously mentioned equipment being installed, the vendor will also perform data transfer and equipment documentation services as well. Due to the highly technical aspect of this project, we had a mandatory pre-bid and four (4) companies attended. We received two (2) RFP submittals that were evaluated by a six person committee using five evaluation criteria (Executive summary, Corporate overview, Project management team, required submittals and Cost) making up a total of a 100 point scale. The ratings are as follows:

<u>Vendor</u>	<u>Score Avg.</u>
1. Utility Solutions of America	71.66/100 Points
2. Utility and Water Services	80.50/100 Points
3. Advanced Utility Services	No Submittal
4. Utility Services Associates	No Submittal

Cost Summaries:

<u>Vendor</u>	<u>Base Bid</u>	<u>Alt.</u>	<u>Total</u>
1. Utility Solutions of America	\$569,695.00	\$243,000.00	\$812,695.00
2. Utility and Water Services	\$416,027.50	\$168,750.00	\$584,777.50

(After the RFP was sent out, it was discovered that an additional 620 meters will be replaced at an installation cost of \$22.50 per meter for a total of \$13,950.00. This amount will need to be added to the bid award amount and is based on a per-unit pricing listed in the sealed proposal.)

Note: The alternate amount will re-program the meters to align them with our new utility billing software to be installed in approximately 6-9 months. However, the Water and Sewer Department inquired as to avoid a significant amount of this re-programming fee (\$168,750.00) by working with Sensus to utilize newly installed software that will allow the meters to be programmed only once thereby saving a large portion (about 75% or approximately \$128,750.00) due to elimination of the remobilization otherwise needed in 6-9 months. This software will measure water on a per gallon basis, but will convert the reading to our current per 1,000 gallon basis until the new utility billing software is installed. At that point, the per-gallon method will take over.

The amount remaining for this project is \$1,422,034.54 for equipment and installation labor for this project. This amount is comprised of \$343,534.54 carried over from last fiscal year (2014) in Water Sewer coupled with \$400,000 (CIP # WWD-112) for a total of \$743,534.54 for Water Sewer. Natural Gas provides the balance of this total with the amount of \$678,500.00 (CIP # NG-60). The bid amounts above represent the labor only as some of the remaining funds will be spent on the equipment involved in this project. The recommended bid award amount includes the added installation for 620 additional meters at a cost of \$13,950.00 (added to the initial bid amount of \$584,777.50. In our final recommendation, we are recommending the maximum amount of \$598,727.50, but the final amount is expected to be significantly less due to the elimination of a second re-programming trip for the meters.

We recommend the meter installation contract be awarded to Utility and Water Services in the amount of \$598,727.50 as they have met all of the required specifications and were the top-rated submittal by the evaluation committee.

Water & Wastewater

Memo

To: Robert Cheshire, Interim City Manager

From: Van H. Collins, Assistant Director *VPC*

CC: Sue Starling, Wayne Johnson, Danny Lively, Darren Prather

Date: May 26, 2015

RE: Consideration of a Motion to award a "Sole Source Purchase" for 620 Sensus water meters to HD Supply Waterworks, LTD. in the amount of \$61,380.00. This is part of CIP Project #112 – Upgrade Meters to Flex Net and will be funded by 2007 SPLOST proceeds.

As you may be aware, we are ready to award a contract for the installation portion of the upgrade of all water and gas meters to the Automated Flex Net System. We have previously purchased most all of the meters and other materials needed for this project. Unfortunately, as of recent, we have discovered that there was a period of about two years that Sensus meters were manufactured without the capability of the register being able to be programed down to gallons. Therefore, water department personnel completed a survey of all water meters and determined that we will need to purchase approximately 620 additional 5/8x3/4 meters to complete the project.

There was a total of \$2,900,000.00 budgeted over the last three Fiscal Years in the Capital Improvement Program for the complete conversion of all water meters to the Automated Flex Net System. As of current, we have utilized \$2,156,465.46 of these funds. Therefore, there is a balance of \$743,534.54 available to fund the remaining construction and purchase of the additional meters required for the water portion of the project. With the Council approval of the construction portion of the project and the additional meters required, we will still be under budget on this project. Also, I may add, that Sensus Technologies and HD Supply Waterworks, LTD. has honored the originally quoted price from 2013 for the additional water meters, which will result in a savings of approximately \$13,000.00.

With this being said, it is my recommendation to award a "Sole Source Purchase" for 620 Sensus water meters to HD Supply Waterworks, LTD. in the amount of \$61,380.00, which will be funded with 2007 SPLOST proceeds.

As always, I appreciate any consideration given to my request.

CITY OF STATESBORO	SAVANNAH GA
STOCK	101 Barrow Dr
PO BOX 348	Pooler GA 31322
STATESBORO GA 30459	Telephone: 912-748-3484
Telephone: 912-681-1161	Fax: 912-748-9406
Fax: 912-681-8932	

5/21/15 Bid ID: 4211402 3/4"S IPERL Page 1

Line	Quantity	Sell Per	Description	Net Price	Extended Price
10	620	EA	5/8X3/4 SENSUS IPERL METER USG LEAD FREE , CRYSTALLINE BODY	99.00	61,380.00
Subtotal:					61,380.00
Tax:					.00
Bid Total:					61,380.00



City of Statesboro Volunteer Advisory Board Application

Planning Commission Tree Board _____
 Beautification Commission (insert name)

Name Mr. / Mrs. / Ms. (circle) William E. (Bill) Wright

Residence—Street Address: 103 Kensington Mews (Woodlawn Terrace)
City: Statesboro State: GA Zip Code: 30458

Mailing address (if different from residence): NA

City: _____ State: _____ Zip Code: _____

Home phone: _____ Business phone: 912-489-4468 Cell phone: 912-531-0357

E-mail address: billwrightglm@gmail.com

Additional information— do you live inside the city limits of Statesboro? yes
If yes, how long? 8 years

Are you an active registered voter in the Statesboro district? yes

What is your occupation? Senior Living Services - Assisted Living / Home Care
Employer: Georgia Living Management, Inc.
Address: 203 Donehue St.
Statesboro, GA 30458

Related experience—what prior work experience have you had that would help you if you were appointed to this position? 4 years - Supervisor of landscape management crew - Augusta, GA
12 years managing Senior Living Communities with multifamily responsibility, and large-scale project management experience

Briefly describe your present or past involvement in relevant community groups. Having no previous involvement will not disqualify you for appointment. Past president and board member of Metter, GA Rotary club. Current member (5 years) Down town Statesboro Rotary Club, Woodlawn Terrace Homeowners Association - Treasurer (9 years)

Have you ever served on a City or County advisory board? No
If yes, when and which board(s): _____

Do you serve on any other boards or advisory committees in Georgia, or are you an elected or appointed state, county or municipal office holder, or employee? No
If yes, please name the board, position, etc. _____

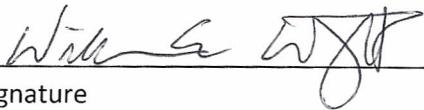
Availability—Are you available to attend special meetings, study sessions, or committee meetings in addition to the regularly scheduled meetings? Do you prefer day or evening meetings? Yes.
Evening meetings are best but day are ok.

List the community concerns related to this committee that you would like to see addressed if you are appointed. I'd like to see Statesboro grow in many ways - economically (jobs, businesses) culturally (arts, entertainment) and find good ways to do so while maintaining a friendly/Small-town atmosphere that also keeps an eye on maintaining/increasing the beauty of our town.

Write a statement as to why you wish to serve on this Volunteer Advisory Board and what experience or training that you have that would be beneficial to this board. Use the back side of this application or attach a statement or resume if desired.

Statesboro is a great town. I grew up here and now work here with my wife and 3 children. I want Statesboro to continue to be a great place to live, work, and raise a family. How a city looks and feels is important to a high quality of life. I'd like to serve on the tree board to help ensure Statesboro becomes an even more beautiful town with development that encourages use of trees as a valuable asset in keeping our city attractive in many ways.

Are you willing to commit to a four year term? Yes


Signature

4/30/2015
Date

RESOLUTION 2015-16: A RESOLUTION APPOINTING BILL WRIGHT TO THE TREE BOARD OF THE CITY OF STATESBORO

WHEREAS, Section 76 of Division 3 of the Tree Ordinance of Statesboro, GA provides, in relevant part, that “the Tree Board for the City of Statesboro shall consist of nine members who shall be appointed by the Mayor, a Council Member or the City Manager with the approval of City Council, with consideration for expertise in the areas of administration, urban forestry, conservation, preservation of environmental attributes, horticulture, landscaping, and commercial or private construction.”

WHEREAS, the Mayor and City Council desire to exercise the appointment power provided above;

WHEREAS, the Mayor and City Council agree and affirm that Bill Wright has the background and character that would be helpful to the Tree Board of the City of Statesboro in discharging its responsibilities;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia, as follows:

Section 1. That Bill Wright is hereby appointed to the Tree Board of the City of Statesboro, Georgia for the term on the Tree Board lasting three years.

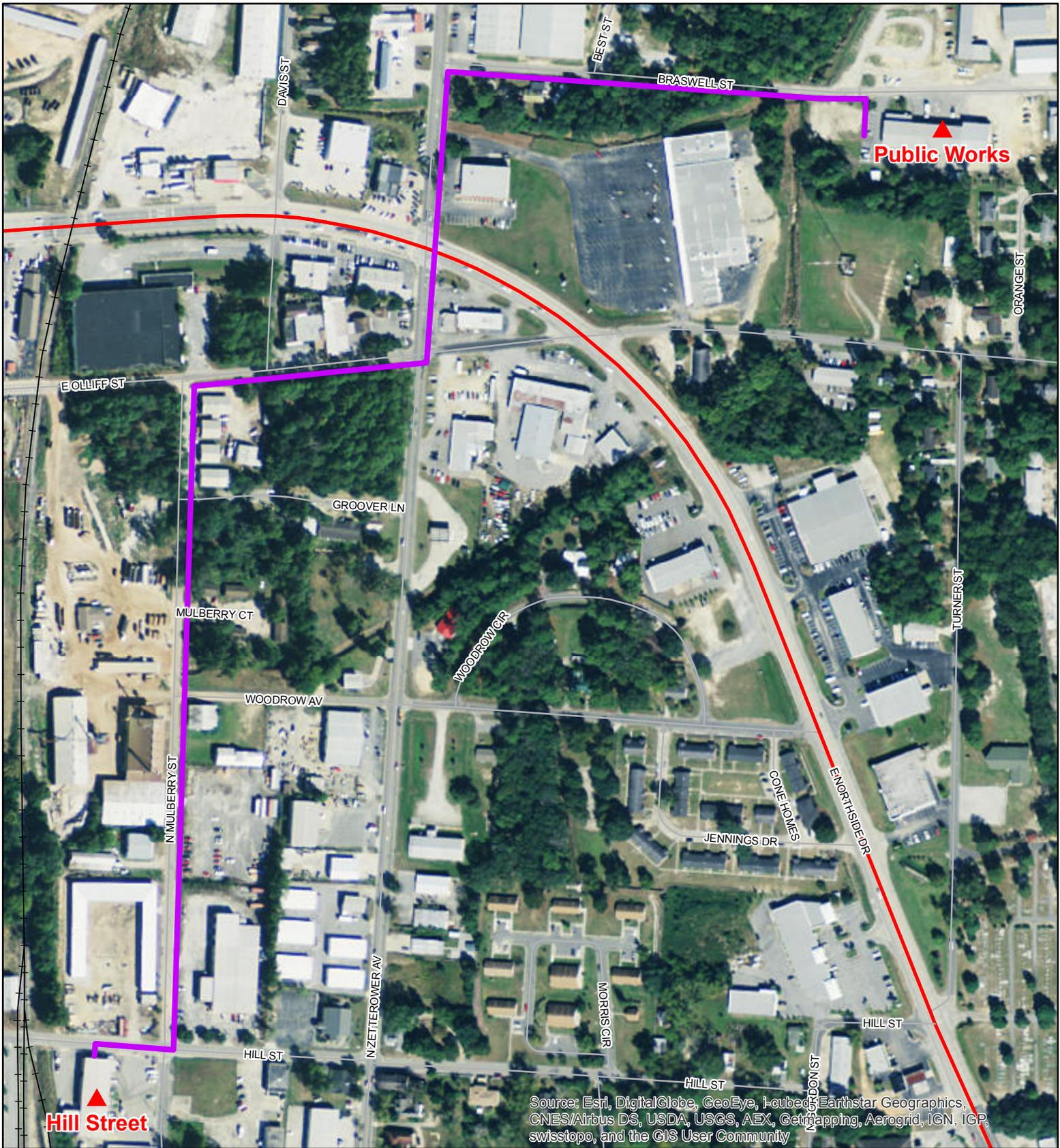
Section 2. That this resolution shall be and remain effective from and after its date of adoption.

Adopted this 2nd day of June, 2015.

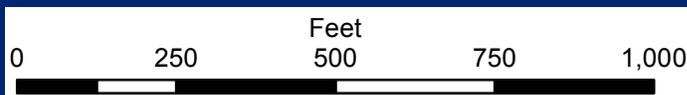
CITY OF STATESBORO, GEORGIA

By: Jan J. Moore, Mayor

Attest: Sue Starling, City Clerk



Fiber Optic Route 2



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PLEASE BE ADVISED THAT KNOWINGLY PROVIDING FALSE OR MISLEADING INFORMATION ON THIS DOCUMENT IS A FELONY PURSUANT TO O.C.G.A. §16-10-20 WHICH STATES:

A person who knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact; makes a false, fictitious, or fraudulent statement or representation; or makes or uses any false writing or document, knowing the same to contain any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of state government or of the government of any county, city, or other political subdivision of this state shall, upon conviction thereof, be punished by a fine of not more than \$1,000.00 or by imprisonment for not less than one nor more than five years, or both.

APPLICATION FOR LICENSE TO SELL ALCOHOLIC BEVERAGES
CITY OF STATESBORO, GEORGIA

The undersigned applicant hereby applies to the City of Statesboro, Georgia for a license to sell alcoholic beverages within the corporate limits of the City of Statesboro. A non-refundable ONE HUNDRED FIFTY dollar (\$150.00) application fee must be tendered with the application. (cash, credit card, certified check, or money order, checks should be made payable to the City of Statesboro.)

1. BUSINESS TRADE NAME: Eckerd Corporation DBA Rik Aid # 11805
D/B/A Name

2. APPLICANT'S NAME: Jessica Lumpkin
(556) (Name of partnership, llc, corporation, or individual)

3. BUSINESS LOCATION ADDRESS: 556 Northside Drive Statesboro, GA STE# _____

4. BUSINESS MAIL ADDRESS: Attn: Licensing PO Box 3165

CITY: Hamisburg STATE: PA ZIP CODE: 17105

5. LOCAL BUSINESS TELEPHONE NUMBER: (912) 489-8683

CORPORATE OFFICE TELEPHONE NUMBER: (717) 761-2633 ext 8708

6. CONTACT NAME FOR BUSINESS: Tiffany Saunders

TELEPHONE NUMBER FOR CONTACT PERSON: 717-761-2633 ext 8708

7. NAME OF MANAGER: Jessica Lumpkin
(Person responsible for Alcohol Licensing issues)

8. PURPOSE OF APPLICATION IS: (CHECK ALL THAT APPLY)
NEW MANAGER NEW BUSINESS: _____ NEW OWNER: _____
PREVIOUS OWNER'S NAME: _____
BUSINESS NAME CHANGE: _____ PREVIOUS BUSINESS NAME: _____
ADDRESS CHANGE: _____ PREVIOUS ADDRESS: _____

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5-19-15

A person who knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact; makes a false, fictitious, or fraudulent statement or representation; or makes or uses any false writing or document, knowing the same to contain any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of state government or of the government of any county, city, or other political subdivision of this state shall, upon conviction thereof, be punished by a fine of not more than \$1,000.00 or by imprisonment for not less than one nor more than five years, or both.

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1. BUSINESS TRADE NAME: R D's Grill
D/B/A Name

2. APPLICANT'S NAME: R D's Steakery Inc.
(Name of partnership, llc, corporation, or individual)

3. BUSINESS LOCATION ADDRESS: 434 South Main St STE# _____

4. BUSINESS MAIL ADDRESS: 434 South Main Street

CITY: Statesboro STATE: Georgia ZIP CODE: 30458

5. LOCAL BUSINESS TELEPHONE NUMBER: (912) 489-8658

CORPORATE OFFICE TELEPHONE NUMBER: (912) 489-8658

6. CONTACT NAME FOR BUSINESS: Randy Nessmith

TELEPHONE NUMBER FOR CONTACT PERSON: 912-489-8658

7. NAME OF MANAGER: Randy Nessmith
(Person responsible for Alcohol Licensing issues)

8. PURPOSE OF APPLICATION IS: (CHECK ALL THAT APPLY)

NEW MANAGER _____ NEW BUSINESS: _____ NEW OWNER: _____

PREVIOUS OWNER'S NAME: _____

BUSINESS NAME CHANGE: _____ PREVIOUS BUSINESS NAME: _____

ADDRESS CHANGE: _____ PREVIOUS ADDRESS: _____

LICENSE CLASS CHANGE: BEER WINE LIQUOR _____ OTHER _____