



May 03, 2016 9:00 am
Statesboro High School

1. Call to Order by Mayor Jan J. Moore
2. Invocation and Pledge of Allegiance by Councilman Travis Chance
3. Recognitions/Public Presentations
 - A) Recognition of Police Officers who received annual awards during 2015
 - B) Update on the current status of the Stormwater Management and Utility Program
 - C) Presentation of Employee Years of Service Award
 - D) Coastal Workforce Investment Board "Youth Summer Work Program"
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 04-19-2016 Council Minutes
 - b) 04-19-2016 Executive Session Minutes
 - c) 04-21-2016 Budget Retreat Minutes
 - B) Consideration of a Motion to authorize the Mayor to sign a Power Easement for construction, operation and maintenance with the Georgia Power Company for the City/County Training Tower.
6. Consideration of a Motion to approve Special Event permit
 - a) BVT Enterprises Inc - Semi-Professional Soccer Team
7. Consideration of a Motion to approve the Georgia Emergency Management Agency/Homeland Security (GEMA/HA) Statewide Mutual Aid and Assistance Agreement.
8. Consideration of a Motion to award a "Sole Source" purchase to HD Supply Waterworks in the amount of \$63,825.00 for Sensus water meters and transmitters to be paid from operating revenue.
9. Consideration of a Motion to award a "Sole Source" 12 month Lease/Purchase Agreement to Burnett Lime Company for a total obligation of \$201,820.00 for the delivery and installation of a Cal-Flo Lime Slurry System and a "Sole Source" purchase of Cal-Flo liquid lime at a cost of \$0.059 per liquid pound delivered to Statesboro Wastewater Treatment Plant.
10. Consideration of a Motion to award a contract for Major Street Repairs in the amount of \$85,000.00 to Ellis Wood Contracting. This project was budgeted under CIP number ENG-ST-30. Submitted unit pricing will be utilized to bring the lowest submitted bid total of \$97,660.00 to the recommended \$85,000.00 contract total for this project.
11. Consideration of a Motion to set the Public Hearing for the FY2017 Budget for Thursday June 9, 2016 at 5:00 pm in the Council Chambers at City Hall.

12. Consideration of a Motion to appoint a voting delegate for the 2016 GMA Annual Convention at the Westin in Savannah.
13. Consideration of a Motion to appoint a flag bearer for the “Flag of Parades” at the GMA Annual Convention at the Westin in Savannah.
14. Update on the City of Statesboro City Manager search
15. Other Business from City Council
16. City Managers Comments
17. Public Comments (General)
18. Consideration of a Motion to Adjourn



CITY OF STATESBORO
Council Minutes
April 19th , 2016

A regular meeting of the Statesboro City Council was held on April 19th, 2016 at 5:30 p.m. in the Council Chambers at City Hall. Present were Mayor Jan J. Moore, Council Members: Phil Boyum, Sam Lee Jones, Jeff Yawn and Travis Chance. Also present were Deputy City Manager Robert Cheshire, City Clerk Sue Starling, City Attorney Alvin Leaphart, Director of Public Works and Engineering Jason Boyles and Director of Planning and Development Mandi Cody. Councilman John Riggs was absent.

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

Mayor Moore asked for a moment of silence in remembrance of Randy Attaway who passed away earlier in the week. He was actively employed for 15 years with the City of Statesboro at the time of his death.

The Invocation and Pledge of Allegiance was given by Allen Muldrew.

Recognitions/Public Presentations

- A) Proclamation for “Manufacturing Appreciation Week”**
- B) “America’s Best Community” presentation**

Mayor Moore presented Benji Thompson with a proclamation recognizing “Manufacturing Appreciation Week”

“America’s Best” presentation was given by Bob Mikell, Phyllis Thompson and Mandi Cody.

Public Comments (Agenda Item): None

Consideration of a Motion to approve the Consent Agenda

- A) Approval of Minutes**
 - a) 04-05-2016 Council Minutes**
 - b) 04-05-2016 Executive Session Minutes**
- B) Consideration of a Motion to adopt Resolution 2016-19 : A Resolution accepting the right of way of Pitcher Plant Way and Independence Way as public streets to be owned and maintained by the City of Statesboro, Georgia.**

Councilman Yawn made a motion, seconded by Councilman Boyum to approve the consent agenda in its entirety. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to approve APPLICATION # RZ 16-03-01: William B. Morgan and Amy Morgan request a zoning map amendment for 1.38 acres of property located at 23320 Highway 80 East from O (Office) zoning district to CR (Commercial Retail) zoning district in order to utilize the space for retail businesses (Tax Parcel # MS92 000095 000).

Councilman Yawn made a motion, seconded by Councilman Jones to open the public hearing. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Bob Mikell spoke on behalf of the applicant as he outlined the plans for the property.

Councilman Boyum made a motion, seconded by Councilman Yawn to close the public hearing. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Councilman Chance stated he had been contacted by some residents on Boyd Lane who were against the request to change the zoning. The residents were not present. Councilman Chance made a motion, seconded by Councilman Jones to table the request until the next meeting. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to approve APPLICATION # SE 16-02-01: Brason Investments, LLC requests a Special Exception for .38 acres of property located at 101 Hawthorne Road to utilize the existing single-family residence as an office (Tax Parcel # MS74 000085 000).

Councilman Chance made a motion, seconded by Councilman Yawn to open the public hearing. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Steve Rushing spoke in favor of the request on behalf of the applicant. Brian Davis spoke against the request stating it should remain residential.

Councilman Boyum also spoke against the change stating if it changed hands again and reverted back to residential; it would look like commercial with the number of parking spaces.

Councilman Boyum made a motion, seconded by Councilman Chance to close the public hearing. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Councilman Chance made a motion, seconded by Councilman Jones to approve APPLICATION # SE 16-02-01: Brason Investments, LLC requests a Special Exception for .38 acres of property located at 101 Hawthorne Road to utilize the existing single-family residence as an office (Tax Parcel # MS74 000085 000) with staff recommendations. Councilman Jones, Yawn and Chance voted in favor of the motion. Councilman Boyum voted against the motion. The motion carried by a 4-1 vote.

Consideration of a Motion to approve RESOLUTION 2016-18: A Resolution authorizing the waiver of any payment in lieu of taxes (PILOT) by the Statesboro Housing Authority to the City of Statesboro for the 2015 tax year in the amount of \$21,337.33.

Bobby Joe Cason stated the waiver of taxes would allow the Housing Authority to use the money for upkeep and maintenance.

Councilman Yawn made a motion, seconded by Councilman Chance to approve RESOLUTION 2016-18: A Resolution authorizing the waiver of any payment in lieu of taxes (PILOT) by the Statesboro Housing Authority to the City of Statesboro for the 2015 tax year in the amount of \$21,337.33. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a motion to approve the allocation of funding and purchase of 55 Watch Guard Vista Body Worn Cameras, software and antennas. The amount not to exceed \$80,205.00. The funding coming from FY2016 SPLOST and Seized Funds. Watch Guard is the Sole Source Provider for these body worn cameras and software. They are compatible with existing and future in car systems utilized by SPD.

Councilman Boyum made a motion, seconded by Councilman Chance to approve the allocation of funding and purchase of 55 Watch Guard Vista Body Worn Cameras, software and antennas. The amount not to exceed \$80,205.00. The funding coming from FY2016 SPLOST and Seized Funds. Watch Guard is the Sole Source Provider for these body worn cameras and software. They are compatible with existing and future in car systems utilized by SPD. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to award a contract to provide general liability insurance, per negotiated terms, for a 15 month coverage period to Travelers in the amount of \$570,284.00. This coverage will commence in May of 2016 and end in August of 2017. This will bring the general liability policy in alignment with the workers compensation insurance policy in an effort to market them together as one package in the future.

Councilman Boyum made a motion, seconded by Councilman Chance to award a contract to provide general liability insurance, per negotiated terms, for a 15 month coverage period to Travelers in the amount of \$570,284.00. This coverage will commence in May of 2016 and end in August of 2017. This will bring the general liability policy in alignment with the workers compensation insurance policy in an effort to market them together as one package in the future. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote. The contract will run from May 1st, 2016 thru August 1st, 2017.

Consideration of a Motion to award a contract to provide property and equipment insurance coverage for the City of Statesboro Fire Department to VFIS in the amount of \$39,204.00. This covers only the Fire Department property and equipment as all other insurance coverage will remain under the Travelers policy. VFIS specializes in Fire Department property and equipment coverage as they provide current value replacement rates as well as specialized training programs.

Councilman Chance made a motion, seconded by Councilman Yawn to award a contract to provide property and equipment insurance coverage for the City of Statesboro Fire Department to VFIS in the amount of \$39,204.00. This covers only the Fire Department property and equipment as all other insurance coverage will remain under the Travelers policy. VFIS specializes in Fire Department property and equipment coverage as they provide current value replacement rates as well as specialized training programs. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote. The contract will run from May 1st, 2016 thru May 1st, 2017.

Consideration of a Motion to approve the "Statesboro Police Department Towing Rotation Agreement" template for use by the Statesboro Police Department to regulate Towing companies performing towing services at the request of the Statesboro Police Department.

Councilman Boyum made a motion, seconded by Councilman Chance to approve the "Statesboro Police Department Towing Rotation Agreement" template for use by the Statesboro Police Department to regulate Towing companies performing towing services at the request of the Statesboro Police Department. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote. The agreement will run from June 1st, 2016 thru June 30th, 2017.

Other Business from City Council

Mayor Moore announced the next Council Meeting would be held at Statesboro High School on May 3rd, 2016 at 9:00 am.

City Managers Comments

A) Chief of Police search

Deputy City Manager Robert Cheshire stated the Budget Retreat would be held on Friday April 22, 2016 at 8:30 am. in the chambers at City Hall.

He congratulated Planning and Development Director Mandi Cody for her move to become the new City Manager of Metter Georgia. There will be a reception for her on April 29th from 2-4 pm in the chambers at City Hall.

Mr. Cheshire also updated Council on the continued search for a new City Manager. He stated the application deadline would be May 30th, 2016.

Public Comments (General) None

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

At 7:00 pm, Councilman Chance made a motion, seconded by Councilman Yawn to enter into Executive Session to discuss "Personnel Matters" in accordance with O.C.G.A.§50-14-3 (2012) with a 5 minute break. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

At 7:35 pm, Mayor Moore called the regular meeting back to order with no action being taken. Councilman Chance made a motion, seconded by Councilman Boyum to exit Executive Session. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to Adjourn

Councilman Chance made a motion, seconded by Councilman Yawn to adjourn the meeting. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

The meeting was adjourned at 7:36 pm.



**CITY OF STATESBORO
Budget Retreat Minutes
April 21, 2016**

A City Council Budget Retreat was held on April 02, 2015 at 9:00 am in the City Hall Council Chambers at 50 East Main St. Statesboro, Georgia. Present was Mayor Jan Moore, Councilmembers: Phil Boyum, John Riggs, Sam Lee Jones, Jeff Yawn and Travis Chance. Also present was Deputy City Manager Robert Cheshire, City Clerk Sue Starling, City Attorney Alvin Leaphart.

The meeting was called to order by Mayor Moore.

Department Heads present were:
Director of Water/Wastewater Van Collins, Interim Police Chief Rob Bryan, Fire Chief Tim Grams, Gas Superintendent Steve Hotchkiss, Interim City Engineer Jason Boyles, Director of Human Resource Jeff Grant, Director of the Department of Central Services Darren Prather and Finance Director Cindy West.

Also present were other City employees.

The meeting consisted of the department heads giving an overview of their budget for FY 2017 which included their CIP Projects, 2015 highlights and budget assumptions. They also updated Council on projects and programs that were ongoing or completed.

DSDA Director Allen, Muldrew, Board President of SCVB Barry Turner and Executive Director of the Arts Council Tim Chapman updated Council on their accomplishments and goals.

One topic of discussion was the 1cent hotel motel increase. Mr. Turner stated he understood that after the \$500,000.00 was repaid to the City for the GSU Sports Complex; the penny would then go back to be divided between the SCVB, Arts Council and DSDA. There was no final decision made on this topic.

There was no action taken at this meeting.

The meeting was adjourned at 3:30 p.m.



*Timothy E. Grams
Fire Chief*

Statesboro Fire Department

*Proudly serving the City of Statesboro and
surrounding communities since 1905!*



*Jan J. Moore
Mayor*

4-27-2016

To: Robert Cheshire, Deputy City Manager

CC: Sue Starling, City Clerk

From: Timothy E. Grams, Fire Chief

Ref: Easement for Construction, Operation and Maintenance with Georgia Power.

Mr. Cheshire,

As you are aware the Fire Department is nearing completion of the training tower project out at the Public Safety Training Center on 301 North. Georgia Power is the service provider for this location and is requiring an easement for the installation and maintenance of an underground distribution line which will provide power to the training tower. I have attached a copy of the easement as well as a diagram showing the location of this proposed distribution line.

The Fire Department has had Alvin review the easement and all of the changes he recommended have been made. This property is jointly owned by the City of Statesboro and Bulloch County, and therefore requires authorization from both entities. We have contacted Bulloch County regarding this matter and they have not expressed any concerns or objections to the easement.

Please let me know if there are any questions or concerns.

Thank you,

Name of Line	STATESBORO FIRE DEPARTMENT (BULLOCH COUNTY)			
No 16861	DISTRIBUTION LINE			
Parcel No	001	Account No	69596-VBS-0-E02416-0-GP310-30000000	
Letter File	9-14031	Deed File	23068	Map File N/A

State of Georgia
Bulloch County

UNDERGROUND EASEMENT

Received of **Georgia Power Company**, hereinafter called the Company, the sum of **Ten and 00/100** ***** Dollars
\$ 10.00 and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, in exchange for which the undersigned **City of Statesboro and Bulloch County** whose Post Office Address is

P.O. Box 347, Statesboro, GA 30458

does hereby grant and convey to said Company, its successors and assigns, the right, privilege and easement to go in, upon along, across, under, and through that tract of land owned by the undersigned at

Holland Industrial Blvd., Statesboro, GA 30458

(address of property) in the **1209th** GMD (Georgia Militia District) of **BULLOCH** County, **Georgia**.

Said lands being more particularly described on a plat marked "Exhibit A" and attached hereto and made a part hereof,

together with the right to construct, operate and maintain continuously upon and under said land, its lines for transmitting electric current with wires, transformers, service pedestals, manholes, conduits, cables, and other necessary apparatus, fixtures, appliances of any other company, or person; together with the right to assign this easement in whole or in part; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; together with the right to cut away and keep clear of said underground lines, transformers, fixtures and appliances, all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said underground lines, transformers, fixtures and appliances, also the right of ingress and egress over said land from said lines. The rights herein granted include all the necessary rights for Company and its assigns to install and maintain electrical lines and communication facilities to existing and future structure(s) under the easement terms herein provided, on the property of the

Parcel 001 Name of Line **STATESBORO FIRE DEPARTMENT (BULLOCH COUNTY)**

undersigned. Any timber cut on said land by and for said Company shall remain the property of the owner of said timber.

The rights herein include and embrace the right to clear and keep clear all trees and other obstructions located within ten (10') feet of the underground distribution line.

Said Company shall not be liable for or bound by any statement or understanding not herein expressed.

IN WITNESS WHEREOF, the undersigned ha____ hereunto set _____ hand____ and seal, this _____ day of _____, _____.

Signed, sealed and delivered
in the presence of:

City of Statesboro and Bulloch County

Witness

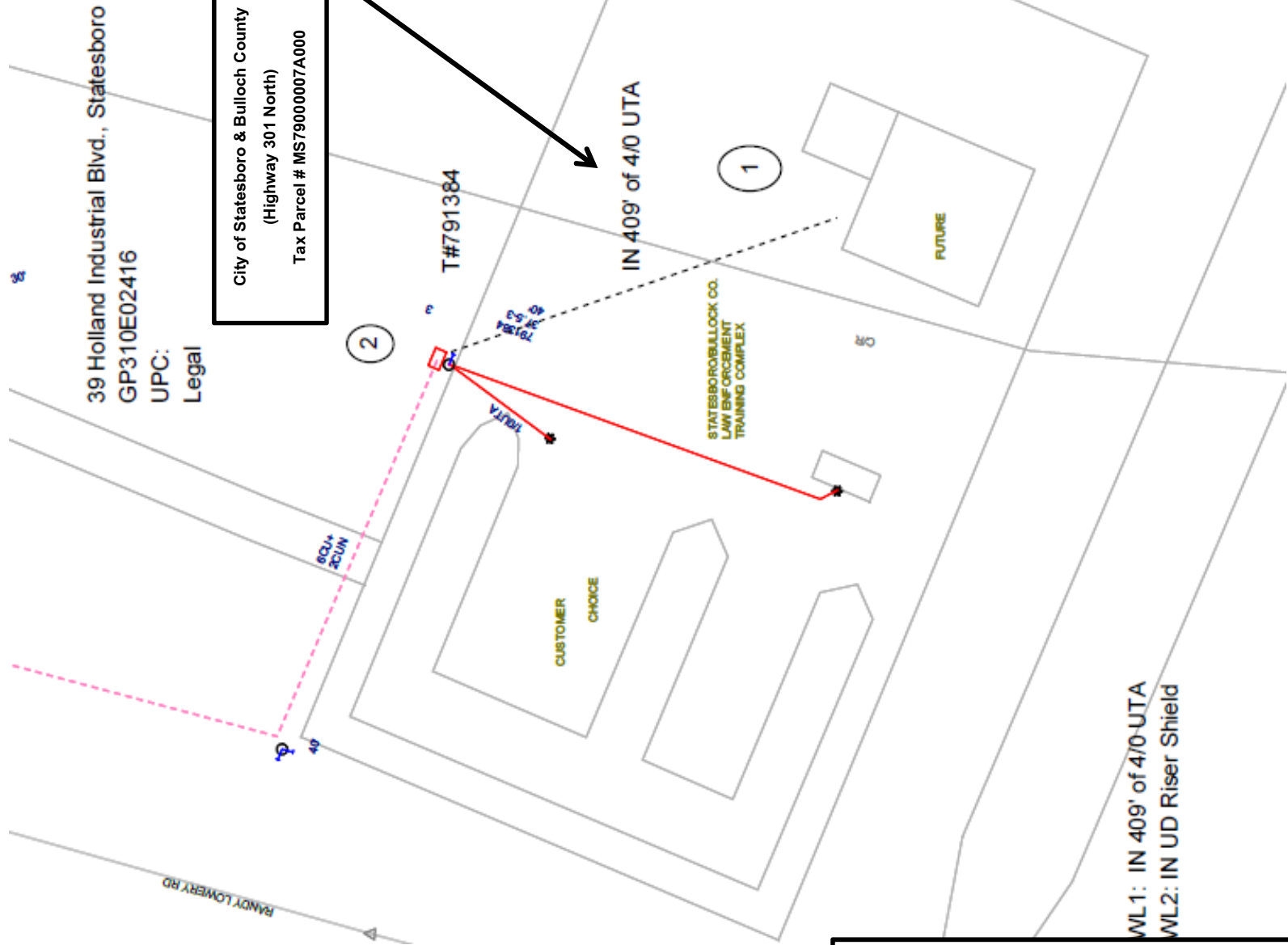
By: _____ (SEAL)
Name:
Title:

Notary Public

Attest: _____ (SEAL)
Name:
Title:



Exhibit "A"



**STATESBORO FIRE DEPARTMENT
(BULLOCH COUNTY)
DISTRIBUTION LINE
LAC # 16861
Pole Location(s): 1 & 2**

CITY OF STATESBORO
P O BOX 348
STATESBORO, GEORGIA 30459
Telephone (912) 764-5468 Fax (912) 764-4691

APPLICATION FOR A SPECIAL EVENT PERMIT
30 DAY NOTICE IS REQUIRED BEFORE THE EVENT

DATE OF APPLICATION 4/28/16
DATE OF EVENT 5/21/16, 6/3/16, 6/11/16, 6/23/16, & 6/25/16
TIME OF EVENT 7:30pm, 7:30pm, 7:00 pm, 7:30 pm, & 7:30 pm
LOCATION OF EVENT 12260 Malecki Drive
TYPE OF EVENT (DETAILED DESCRIPTION) Semi-professional soccer team

IF THIS IS A THEATRE PRODUCTION, PROVIDE A DESCRIPTION.

PRODUCTS TO BE SERVED: ☒ BEER ☐ WINE ☐ LIQUOR

** ALCOHOL MUST BE PURCHASED THROUGH A LICENSED WHOLESALE DISTRIBUTOR.

NAME OF WHOLESALE DISTRIBUTOR Southern Eagle Distributors

ADDRESS AND PHONE NUMBER OF WHOLESALE DISTRIBUTOR _____

1912 Transus Dr., Vidalia, GA 30474-5624

**THE APPLICANT IS NOT ALLOWED TO HAVE A CASH BAR AT THE EVENT.

WILL THERE BE FOOD SERVED? IF SO WHO WILL BE CATERING?

Yes - BVT Enterprises, Inc. (The Clubhouse)

WILL THERE BE MUSIC AND DANCING? IF SO DESCRIBED

IF RAISING MONEY FOR A CHARITY, WHAT IS THE NAME OF THE ORGANIZATION

PROVIDE A NAME AND PHONE NUMBER OF THE CHARITY ORGANIZATION CONTACT

IF THE EVENT IS FOR A CHARITY, PROVIDE A COPY OF THE APPROVED RECOGNITION OF EXEMPTION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE.

ARE FLYERS BEING DISTRIBUTED? ☐ YES ☒ NO
IF YES ATTACH TO APPLICATION.

NAME OF APPLICANT BVT Enterprises, Inc./Darin Van Tassell

APPLICANT'S ADDRESS 2704 Old Register Rd.

APPLICANT'S PHONE NUMBER 912-871-1000

APPLICANT IS REQUIRED TO ATTEND THE COUNCIL MEETING.

I HAVE READ AND AGREE TO THE REQUIREMENTS OF THIS PERMIT.

Darin A. Van Tassell
SIGNATURE OF APPLICANT

DATE APPROVED

SUE STARLING, CITY CLERK

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: _____

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to on authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management Agency/Homeland Security (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, (the Act) as amended and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the agreement framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency aspects of resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or a national security activity; and,
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statutory or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE VIII IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE IX
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2020. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE X
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Chief Executive Officer – Print Name

County/Municipality: _____

Date: ____/____/____

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date: ____/____/____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for _____ (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

Print Name _____ Job Title/Position _____

Signature of Above Individual

Print Name _____ Job Title/Position _____

Signature of Above Individual

Print Name _____ Job Title/Position _____

Signature of Above Individual

Chief Executive Officer - Signature _____ Date: _____/_____/_____

Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for

_____ (county/municipality) for the purpose of reimbursement sought for mutual aid:

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date: ____/____/____

Chief Executive Officer – Print Name

Memorandum

To: Robert Cheshire, Deputy City Manager

CC: Sue Starling, City Clerk
Cindy West, Finance Director
Darren Prather, Director of Central Services

From: Van H. Collins, Director of Water & Wastewater *1/pc*

Date: 4/19/2016

Re: Consideration of a Motion to award a "Sole Source" purchase to HD Supply Waterworks in the amount of \$63,825.00 for Sensus water meters and transmitters to be paid from operating revenue.

As you are aware, Mayor and Council for the last number of years have approved to "Sole Source" the purchase of Sensus water meters and transmitters from HD Supply Waterworks, which is the sole provider for this area.

We currently need to purchase water meters and transmitters for a new residential subdivision known as Beacon Place, which will be located off of S&S Railroad Bed Road. The development consists of 176 Townhomes and a Club House. Just to advise you, the department has recently collected \$359,120.00 in water tap fees alone from the developer for this project. We also need to purchase some additional meters and transmitters for the Trace Villas development, located on Lester Road and for inventory, which are included in the attached quote. The account for Materials and Supplies will be well over budget once these meters and transmitters are purchased, therefore the Finance Department will add this item to the next budget amendment. I have previously discussed this with Robert Cheshire, Deputy City Manager and Cindy West, Finance Director during the preparation of the new budget.

This being said, it is my recommendation that Mayor and Council consider awarding a "Sole Source" purchase to HD Supply Waterworks in the amount of \$63,825.00 for Sensus water meters and transmitters.

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



Bid Proposal for Meters & MXU's (Statesboro)

CITY OF STATESBORO
Bid Date: 04/18/2016
HD Supply Bid #: 80175

HD Supply Waterworks
550 Jimmy Deloach Parkway
Suite 120
Savannah, GA 31407
Phone: 912-748-3484
Fax: 912-748-9406

Seq#	Qty	Description	Units	Price	Ext Price
10	220	5/8X3/4 SENSUS IPERL METER USG LEAD FREE , CRYSTALLINE BODY	EA	110.00	24,200.00
20		WITH TOUCH PAD			
30	180	IPERL 3/4S METER 1USG 7.5"LL	EA	115.00	20,700.00
40		W/ 3 WIRE PLAIN END 25' CABLE			
50	90	510M S/POINT M2 WIRED DP HR&LD	EA	145.00	13,050.00
60	2	OMNI 2" C2 COMPOUND METER	EA	1,250.00	2,500.00
70	25	520M MXU HOURLY INTERVAL SINGLE PORT,TOUCH COUPLED W/LEAK DETECTION	EA	135.00	3,375.00
				Sub Total	63,825.00
				Tax	0.00
				Total	63,825.00

Memorandum

To: Robert Cheshire, Deputy City Manager

CC: Sue Starling, City Clerk
Alvin Leaphart, City Attorney
Darren Prather, Director of Central Services
Cindy West, Finance Director
Matt Aycock, Wastewater Superintendent

From: Van H. Collins, Director of Water & Wastewater *V.H.C.*

Date: 4/26/2016

Re: Consideration of a Motion to award a "Sole Source" 12 month Lease/Purchase Agreement to Burnett Lime Company for a total obligation of \$201,820.00 for the delivery and installation of a Cal-Flo Lime Slurry System and a "Sole Source" purchase of Cal-Flo liquid lime at a cost of \$0.059 per liquid pound delivered to Statesboro Wastewater Treatment Plant. Funding will be from the Water/Sewer Operating Revenue.

As you are aware, the Statesboro Wastewater Treatment Plant has violated the effluent limits for Ammonia/Nitrogen for February and March 2016.

Over the last few years, Operations and Lab personnel have noticed a downward trend in pH and alkalinity, which we attributed to inflow and infiltration of groundwater into the sanitary sewer system. In February 2016, we experienced significant rainfall, which greatly increased the influent flows into the Plant. This increase, caused by groundwater infiltration, dilutes the pH and alkalinity and inhibits effective ammonia removal in the aeration basins, thus causing the permit violations mentioned.

In early March 2016, we were successful in bringing the Plant back into compliance, thanks to a demo pilot test unit brought in by Burnett Lime Company representatives. Within two days, we were back in compliance with permit limits.

You will find two recommendations attached; one from Tricia Kilgore, a private consultant that has been working with us for the last several months and another from Jennifer Oetgen from Hussey Gay Bell. Both highly recommend the use of Burnett Lime Company and the patented Cal-Flo Slurry Lime System. Jennifer Oetgens recommendation lists a few Utilities that have sole sourced the Burnett Cal-Flo System. You will also find a memo attached from Matt Aycock, Wastewater Superintendent, detailing the problem that we have been experiencing and what staff has been doing to make the necessary corrections to stay in compliance, as well as copies of correspondence between Matt and Beth Willis-Stevenson of the Environmental Protection Division.

The total obligation of \$201,820.00 mentioned in the Lease/Purchase document is the cost of the equipment (\$185,400.00), cost of installation (\$7,000.00) and the cost of 12 months interest (\$9,420.00). Tentative plans are to pay the \$7,000.00 installation fee and the lease/purchase amount of \$3,285.00 for approximately 8 months and then make payment in full for the equipment, which will be less the \$2,500.00 per month for eight months (\$20,000.00) of principal paid. We chose the

April 26, 2016

Lease/Purchase route so it would allow us sufficient time to evaluate the equipment and the effectiveness of the lime dosing to ensure this resolves the operational issues that we have mentioned and that it is in the Cities best interest.

Alvin Leaphart has reviewed and made the necessary corrections to this agreement and is acceptable that it go before Council for consideration.

This being said, it is my recommendation that Mayor and Council consider awarding a "Sole Source" 12 month Lease/Purchase Agreement to Burnett Lime Company for a total obligation of \$201,820.00 for the delivery and installation of a Cal-Flo Lime Slurry System and a "Sole Source" purchase of Cal-Flo liquid lime at a cost of \$0.059 per liquid pound delivered to Statesboro Wastewater Treatment Plant.

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

COUNTY OF SPARTANBURG)



CAL~FLO® SYSTEM
LEASE/PURCHASE
AGREEMENT

STATE OF SOUTH CAROLINA)

This Agreement is entered into this _____ day of _____, 2016 between **Burnett Lime Company, Inc.**, hereinafter referred to as **Burnett** and **Mayor and City Council of Statesboro**, hereinafter referred to as **Lessee**.

1. **SCOPE** The **Lessee** agrees to Lease/Purchase a CAL~FLO® system and **Burnett** agrees to provide a system as described in Appendix A attached, hereinafter referred to as the "Equipment". **Burnett** shall provide the set up and assembly of the Equipment. All foundation, service water connections, waste drainage, power to control panel, safety devices, and operational procedure are furnished by the **Lessee**.
2. **PRICE AND PAYMENT.** Total obligation price is \$201,820.00 the Equipment price is \$185,400.00 plus the installation fee of \$7,000.00 and 12 months interest at \$785.00 per month. The monthly lease payments shall be \$3,285.00 per month beginning on the first day of the first month after the date of delivery of the Equipment to the Statesboro WWTP with subsequent payments due the first day of each subsequent month thereafter until the either the Equipment is purchased pursuant to the option to purchase outlined below, or the term of this contract ends. The **Lessee** shall give **Burnett** a blanket Purchase Order for the CAL~FLO® Lime Slurry System guaranteeing lease for one year at a lease price of \$3,285.00 per month due at the first of each month with the first month plus the installation fee of \$7,000.00 due upon delivery.

The **Lessee** has the option to purchase the CAL~FLO Lime Slurry System prior to the end of the initial Lease/Purchase Agreement by paying the remainder of the equipment purchase price in full. A deduction of any interest charges applied to remaining monthly Lease will be excused. The interest charge of \$785.00 per month will not be added to any early payment amount to pay in full the system price. The principle amount of \$2,500.00 per month will be deducted from the full equipment price of \$185,400.00 for all months that \$3,285.00 has been received, **if** full payment is made by the end of the first year.

The equipment will be delivered to the Statesboro WWTP in Statesboro, Georgia.

This contract shall renew for the fiscal year that runs from July 1, 2016 through June 30, 2017 unless the Lessee mails written notice to the Lessor to terminate this contract by June 1, 2017.

The Lessee's obligations under this contract shall terminate absolutely and without further obligation on the part of the Lessee at the close of the fiscal year of each succeeding fiscal for which this contract may be renewed.

Title to any supplies, materials, equipment, or other personal property that is the subject of this contract shall remain in the Lessor until fully paid for by the Lessee.

3. SYSTEM INSTALLATION, PERSONNEL AND TRAINING

- A. Lessee will provide a pad, 2" service water and permanent power (480V, 3-phase, 60 amp service) for operation of the permanent system.
- B. Lessee will, at its expense, provide ____ qualified and capable personnel who will be trained to operate and maintain the system.
- C. **Burnett Lime** will, at its expense, train Lessee's personnel how to operate and maintain the system during a one (1) day training session to be held on _____, at the Facility.

- 4. PURCHASE ORDER.** This Agreement is expressly conditioned upon the Lessee providing **Burnett** Purchase Order for the amount of the CAL~FLO® Slurry System Lease/Purchase as set forth in Paragraph 2. The Purchase Order should state due and payable dates as set forth in Paragraph 2. A Purchase Order for CAL~FLO® Slurry is to be set up with **Burnett** to provide CAL~FLO® upon request or need.

The price for the CAL~FLO® Slurry will be \$0.059 per liquid pound delivered to the Facility at Statesboro, Georgia.

- 5. TAXES.** The Lessee price for the CAL~FLO® system set forth in Paragraph 2 is exclusive of applicable federal, state or local taxes. The Lessee agrees to pay to **Burnett** amounts equal to any taxes resulting from the Agreement or any activities hereunder, exclusive of taxes on **Burnett's** net income. **Burnett** may add such taxes to invoices submitted to Lessee. Lessee will be responsible for any ad valorem, property or other taxes assessable on Equipment on or after delivery thereof to the Lessee.

- 6. EXCLUSIVITY** Lessee will not purchase product directly or indirectly other than through **Burnett** or cause others to do so during the term of this agreement.

- 7. INSURANCE** Lessee will insure in a form acceptable to **Burnett**, insuring the System for the full cost of replacement at the time of any loss. This insurance shall be on an "all-risk" policy form and shall insure against loss from the perils of fire and extended coverage for physical loss of damage including, without duplication of coverage, at least theft, vandalism, malicious mischief, transit, off-site storage, collapse, flood, earthquake, hurricanes, testing, and damage resulting from defective design, workmanship, or material.

- 8. DELIVERY.** Lessee shall deliver the Equipment to the Lessee at the Statesboro WTP not less than eight (8) weeks from the date of the signed contract and purchase order described in Paragraph 3 is received from the Lessee.

- 9. ASSIGNMENT.** The rights and obligations of either party hereto may not be assigned and assumed without the prior written approval of the other party, which consent shall not be unreasonably withheld. Any attempted assignment in contravention of this provision shall be void and ineffective.

- 10. SEVERABILITY.** If any provision of this agreement shall be held to be invalid or unenforceable, the remaining provision shall remain in effect. In the event such invalid

or unenforceable provision is considered an essential element of this Agreement, the parties shall promptly renegotiate a replacement provision.

11. **CHOICE OF LAW.** The construction, interpretation and performance of this Agreement shall be governed by the laws of the State of Georgia.
12. **PROPERTY OWNER.** **Burnett** remains the owner of all property leased herein and the Lessee will take no action subjecting the **Lessor's** ownership of said property. Ownership transfers to the Lessee after full payment of purchase price.
13. **NOTICE.** All notices under this Agreement shall be in writing. Any notice by **Burnett** to the **Lessee**, or by the **Lessee** to **Burnett**, may be given and shall be deemed to have been duly given, if either delivered personally or mailed in any general or branch post office enclosed in a certified or registered postpaid envelope addressed to the respective addresses below stated:

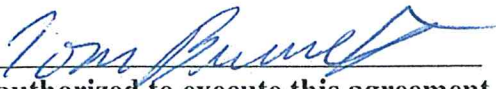
To **Burnett**: Burnett Lime Co., Inc.
7095 Highway 11
Campobello, SC 29322

To **Lessee**: Statesboro, WWTP
302 Briarwood Road
Statesboro, GA 304458

Either party may at any time change the address for notices to such party by delivering and mailing an aforesaid notice at least five (5) days prior to such change and setting forth the changed address.

14. **EQUIPMENT.** **Burnett** warrants the equipment which is part of the lease herein and its fitness during the term and duration of this Agreement and will make any repairs necessary to insure the operation of the equipment during the length of this contract at the expense of the **Burnett**. Day-to-day operational expense with normal wear part is the responsibility of the **Lessee**.
15. **FORCE MAJEURE.** **Burnett** shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, inability to secure material/products or transportation facilities, act or omission of carriers or other causes beyond **Burnett's** control.
16. **NON-WAIVER.** No course of dealing or failure of either party to strictly enforce any term, right or condition of the Agreement shall be construed as a waiver of such term, right or condition.
17. **AMENDMENTS.** This Agreement can only be changed, modified, added to or deleted from the mutual consent of the parties in writing.
18. **ENTIRE AGREEMENT.** This document contains the entire agreement between the parties and no statement or representation not contained herein shall be valid.

BURNETT LIME COMPANY, INC.

By: 
Duly authorized to execute this agreement
on its behalf.


Witness

**MAYOR AND CITY COUNCIL OF
STATESBORO**

Jan J. Moore, Mayor

Attest: _____
Sue Starling, City Clerk
Duly authorized to execute this agreement
on its behalf.

Witness

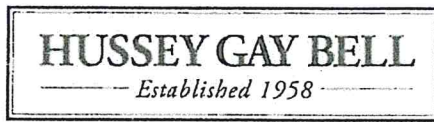
APPENDIX A

System Specifications

CAL~FLO[®] Slurry System (U. S. Patented)

CAL~FLO[®] Slurry System for Statesboro WTP, Statesboro, Georgia includes the following:

- A. One Top Entry Mixer complete with 7½ H.P. Motor speed reducer, shaft and turbines complete with mounting plate.
- B. Lime Slurry Tank 16,000-gallon with baffles, necessary openings, ladder, cage, and guard rail.
- C. Two metering pumps with 4-20 mil amp stroke adjusters.
- D. Electrical panel with starters and PLC Controls.
- E. Enclosure over pumps with fan, vent, heater and control panel.
- F. Two pinch valves with limit switches.
- G. Two 3-way automatic flush valves.
- H. Pipes, valves, fitting, and connections.
- I. Two tank adapters.
- J. Two CAL~FLO[®] Caters.
- K. One level indicator.
- L. Assembled and installed.



April 19, 2016

Mr. Van Collins
Director of Water & Wastewater
City of Statesboro
PO Box 348
Statesboro, GA 30459

Re: Statesboro WWTP Alkalinity
Burnett Lime System

Dear Van:

As you are aware, over the last few years we have been seeing significant inflow and infiltration (I&I) from rain events at the City's wastewater treatment plant. This increase in rainwater dilutes the alkalinity that is naturally present in the wastewater influent to the plant. Alkalinity is necessary to buffer against changes in pH due to biological treatment of wastewater and to maintain a neutral pH for the treatment process.

The City's plant is experiencing significant drops in alkalinity during rain events which results in a low pH, inhibition of ammonia removal and the growth of fungus in the plant. It is recommended that the City increase plant alkalinity by chemical addition. The most cost effective way to increase alkalinity is by adding lime.

Lime addition has been inherently problematic in water and wastewater treatment plants. The Burnett Cal-Flo system is currently the best system available due to its patented lime slurry injection system that can accurately dose lime and minimize feed equipment clogging. This system has been proven to be operator friendly, minimize chemical use through automation and have excellent manufacturer support. This system has been sole sourced due to its patented mixing system by local municipalities such as City of Savannah, GA, Beaufort-Jasper Water & Sewer Authority, SC and Gwinnett County, GA. The Burnett systems are prevalent throughout the southeast at various municipalities and provide a significant return in equipment efficiency and chemical use to the Owner.

It is our recommendation that the City consider the sole source purchase of a Burnett Cal-Flow equipment for the benefit of its staff and customers.

Should you have any questions, please feel free to call to discuss.

Sincerely,



Jennifer L. Oetgen, P.E.

To: Matt Aycock
From: Tricia H. Kilgore, P.E.
Copy: Jennifer Oetgen, P.E.
Date: April 13, 2016
Re: Cal-Flo Lime System

Based on my experience and observations, I recommend Burnett's Cal-Flo lime system without reservation. Beaufort-Jasper Water and Sewer Authority, where I worked for seven years, has operated five Cal-Flo liquid lime systems for over a decade, two at surface water treatment plants and three at wastewater treatment plants. BJWSA's Cal-Flo systems are robust and responsive process for pH adjustment and alkalinity addition. My operators at BJWSA would have quit at the suggestion of going back to the old hydrated lime or older slaked lime system.

In 2015, we conducted a successful pilot test of the Cal-Flo lime system at the City of Savannah I&D Water Treatment Plant. During the pilot test, the finished water pH was more consistent and had fewer fluctuations. Finished water turbidity was also lower during than pilot than with the existing hydrated lime system because of the higher quality lime slurry.

Hydrated lime systems are notoriously prone to clogging which causes variations and upsets in the treatment process. The Cal-Flo system is hands-down, the most reliable and simplest to operate lime feed system available for pH control and/or alkalinity addition. As long as the feed lines are flushed every shift, the system works with little fuss and little maintenance. The lime slurry provided by Burnett is a consistently high-quality product. As a company, the family-owned Burnett Inc. is always pleasant to deal with and provides excellent customer service.

Memo

To: Robert Cheshire
From: Matt Aycock
CC: Van Collins
Date: 04/15/2016
Re: Cal Flo Lime Slurry System

For the past three years, the WWTP has experienced operational problems coming from an outside source. Since that time, through extensive sampling and analysis, we were unable to locate the contaminant or the source. We noticed a downward trend in our pH and alkalinity coming into the treatment plant, but were not exceeding permit limits. In February 2016, we had a significant rain event, which due to Infiltration and Inflow, brought our incoming flows from about 4 MGD to about 20 MGD. This I&I flow, which is very low in pH and alkalinity, caused the plant to violate our NPDES Permit for Ammonia/Nitrogen for the months of February 2016 and March 2016. The nitrifying bacteria at the plant need alkalinity to reduce the Ammonia/Nitrogen to levels below our permit limit. Also, the low pH created an environment for the growth of fungus (undesirable organisms) within our activated sludge. This was evident through microscopic analysis of our treatment tanks. The problems associated with I&I were not evident prior to 2013 because Georgia was in such a severe drought for so many years. Statesboro WWTP needs the capability to supplement pH and alkalinity so that we can meet state permit requirements as long as we continue to have I&I issues. Lime is the safest and most economical way to supplement.

The operations staff mixed hydrated lime (50 lb bags) manually for a few weeks to try and control the problem, but considering the time involved, and considering the safety of our operators, this is not a viable option. Tricia Kilgore, a consulting engineer we have been working with, has extensive knowledge in liquid lime systems, and says that the Cal-Flo Liquid Lime System by Burnett comes very highly recommended throughout the Wastewater industry from lime users. Burnett was contacted, and because of the permit violations, brought a demo pilot test unit to Statesboro WWTP within one week. Two days later, we were back within our permit limits on Ammonia/Nitrogen.

We have spoken to numerous Cal-Flo customers who have tried different lime systems before settling on Burnett's system. They all agreed on what set their system apart from the other lime addition systems. Burnett's Cal-Flo system is

virtually maintenance free. There is no daily clogging of lime feed and transferring lines like their competitors. The system has automatic lime feed flow controls, which will reduce chemical feed and cost when plant flows are lower. Also, with the Burnett system, operators never come in contact with the chemical, which eliminates health and safety concerns. Dry hydrated lime is toxic and heavy, which puts those who handle it in danger of serious injury.

Burnett Inc. has sent the City of Statesboro a contract for a Lease/Purchase of their CalFlo Lime Slurry system for approval. There will be a \$7,000 set up fee due upon delivery of the system. Total equipment cost will be \$185,400 with monthly lease payments for one year. The lease price will be \$3,285 per month (\$785/mth interest and \$2,500/mth principal, which will be deducted from the full equipment price). Cal-Flo lime slurry chemical will be \$0.059 per pound delivered, which is a very competitive price after speaking with other municipalities. Estimated yearly chemical cost will be \$58,410. Once the contract is approved/signed, delivery of equipment will be 8-12 weeks.

Burnett Inc. has been very helpful throughout the process of bringing the WWTP out of noncompliance. The demo unit typically stays at a site for a two week period for trials. We have had this unit for approximately one month, and believe they will extend this period to keep the plant in compliance, if the City agrees on a contract. With the amount of Infiltration and Inflow currently entering the sewage collection system, lime addition will continue to be a necessary stage in our treatment process. If you have any questions concerning the WWTP or lime system, please feel free to call me. Thank You.

Georgia Department of Natural Resources

COASTAL DISTRICT OFFICE

400 Commerce Center Drive, Brunswick, Georgia 31523-8251

Environmental Protection Division

Judson H. Turner, Director

(912) 264-7284

April 7, 2016

Mr. Robert Cheshire, City Manager
City of Statesboro
P.O. Box 348
Statesboro, GA 30458

RE: **LETTER OF NON-COMPLIANCE**
City of Statesboro-Water Pollution Control Plant (WPCP)
NPDES Permit Number: GA0023108
Bulloch County

Dear Mr. Cheshire,

The National Pollution Discharge Elimination System (NPDES) permit authorizing discharge from your water pollution control facility requires that the discharge meet certain specific effluent limitations. The Discharge Monitoring Report (DMR) for your facility for the period of February 2016 has been reviewed. This letter is written to document that your discharge has violated the effluent limitations of the referenced permit as follows:

<u>Parameter</u>	<u>Permit Limitation</u>	<u>Reported Amounts</u>
Ammonia (as Nitrogen)	47.4 kg/d wk. avg.	50.081 kg/d wk. avg.

The Division received non-compliance notification identifying excessive infiltration and inflow (I&I) as initiating the ammonia exceedance. The facility has taken steps to bring the ammonia level back under the permitted limit by adding lime prior to the aeration mixed liquor tanks and by searching for areas where I&I is occurring. Long-term measures to include construction of an automatic liquid lime system are being considered as well as undertaking infrastructure rehabilitation in the older parts of the collection system. No response to this correspondence is required.

Please feel free to contact me at 912-280-6874 or by email at beth.stevenson@dnr.ga.gov should you have any questions regarding this correspondence.

Sincerely,



Beth Willis-Stevenson
Program Manager
Coastal District Office

/bs

cc: CD, MWQ Files



Jan Moore, Mayor

COUNCIL

Phil Boyum - DISTRICT 1
Gary L. Lewis - DISTRICT 2
William P. Britt - DISTRICT 3
John C. Riggs - DISTRICT 4
Travis L. Chance - DISTRICT 5

March 14, 2016

CITY OF STATESBORO

WATER & WASTEWATER
302 BRIARWOOD ROAD
STATESBORO, GEORGIA 30458
(912) 681-1161
FAX: (912) 681-8932

H. Wayne Johnson,
Director of Water & Wastewater
Van H. Collins,
Assistant Director of Water &
Wastewater
Matthew Aycock,
Wastewater Superintendent
Aulbert Brannen III,
Maintenance Superintendent
Danny Lively,
Water Superintendent

Ms. Beth Stevenson
GA EPD Coastal District
400 Commerce Center Drive
Brunswick, GA 31523

RE: Statesboro WWTP, NPDES Permit No. GA0023108
Non-Compliance Notification for Reporting Period of February 2016

Dear Ms. Stevenson:

This letter is to inform you of non-compliance of meeting the maximum weekly mass average of Ammonia(as N) for the week beginning February 23, 2016. The permit limit for weekly average is 47.4 kg/day. Reported values for this week averaged 50.081kg/day.

We attribute the elevated values to the abundance of infiltration and inflow received at the WWTP. The increased flows from I&I have diluted our normal raw sewage alkalinities by almost half, which has put a noticeable strain on our nitrification process. As soon as we became aware of increases in our effluent Ammonia(as N) concentrations within the laboratory, we began introducing hydrated lime mixtures ahead of our aeration mixed liquor tanks. Because Statesboro WWTP lacks the equipment to feed lime automatically, this has been a very slow, yet physically demanding process. Each bag of lime added, must be mixed manually into a slurry before being introduced to the tanks.

The City has been in discussions with a couple of company representatives who deal with liquid lime systems for regulating pH and alkalinity within a treatment plant. One system, CalFlo (sold by Burnett Inc.), is currently the most attractive, because of their reputation and support within the industry. They will be setting up a pilot system next Tuesday, March 15, 2016 to treat the entire plant with liquid lime. Depending on the outcome of the pilot period, we will be entering into contract to continue with the automatic liquid lime system to regulate alkalinities and pH in the future. Attached are brochures of the CalFlo system for your review.

Also, City of Statesboro managers are discussing funding methods for infrastructure rehabilitation to correct some of the more severe I&I areas of sewer. Statesboro has spent millions of dollars over the last 20 years on rehabilitation of old collection system lines, but because much of the last decade we have been in drought, we have gotten away from it. High priority will be given to the existing infrastructure, and will be corrected as funding is available.

The City of Statesboro is taking this non-compliance occurrence very seriously, and will do everything within our power to correct the problems within our system. If you need anything concerning this matter, please call me at 912-536-1338.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Aycock", with a stylized, cursive script.

Matt Aycock – Plant Superintendent, City of Statesboro

CC: Van Collins – City of Statesboro W/WW Director
Robert Cheshire – Statesboro Deputy City Manager

VAN

CITY OF STATESBORO



Jan J. Moore, Mayor

COUNCIL

Phil Boyum

Sam Lee Jones
April 13, 2016

Jeff Yawn

Travis Chance

John Riggs

Ms. Beth Stevenson

GA EPD Coastal District

400 Commerce Center Drive

Brunswick, GA 31523

302 BRIARWOOD ROAD
STATESBORO, GA 30458-3870
TELEPHONE (912) 681-1161
(912) 681-8932

Robert Cheshire, Interim City Manager

Van H. Collins,

Director of Water and Wastewater

Matt Aycock,

Wastewater Superintendent

RE: Statesboro WWTP, NPDES Permit No. GA0023108
Non-Compliance Notification for Reporting Period of March 2016

Dear Ms. Stevenson:

This letter is to inform you of non-compliance of meeting the maximum weekly and monthly mass average of Ammonia(as N) for the month of March 2016. The permit limit for monthly average is 38 kg/day. Reported value for the month was 41.245 kg/day. The permit limit for weekly average is 47.4 kg/day. Reported values for the week averaged 126.318 kg/day.

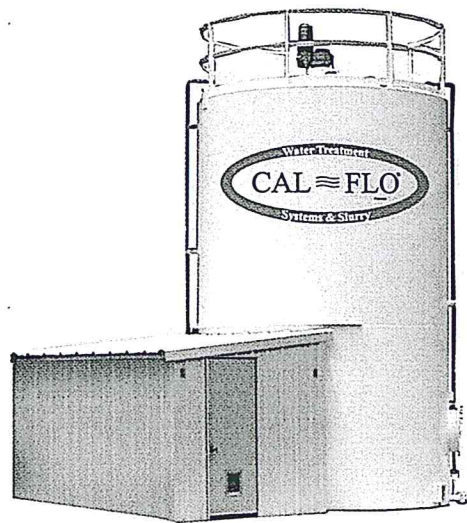
These exceedances during the first week of March are concurrent with the exceedance from the last week of February 2016. We attribute the elevated values to the abundance of infiltration and inflow received at the WWTP. The increased flows from I&I have diluted our normal raw sewage alkalinities by almost half, which has put a noticeable strain on our nitrification process. On March 15th, we started a pilot demo of Burnett's CalFlo Liquid Lime system to supplement pH and alkalinity in our influent flows. Immediately we noticed better nitrification within our system. We are currently still utilizing the demo unit and are in negotiation to lease/purchase a more permanent liquid lime system from Burnett.

Also, as stated with month's report, high priority will be given to rehabilitation of the collection system. If you have any questions concerning this matter, please call me at 912-536-1338.

Sincerely,

Matt Aycock – Plant Superintendent, City of Statesboro

CC: Van Collins – City of Statesboro W/WW Director
Robert Cheshire – Statesboro Deputy City Manager



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or visit us online at www.CalFloSystems.com

Burnett Lime Company, Inc.

7095 Highway 11, Campobello, SC 29322 • info@burnettlime.com • (864) 592-1658 tel • (864) 592-1690 fax



The City of
Statesboro
Georgia's Premier Water Utility

Van Collins <van.collins@statesboroga.gov>

Fwd: RE: CalFlo Customers

1 message

Van Collins <van.collins@statesboroga.gov>
To: Van Collins <van.collins@statesboroga.gov>

Sat, Apr 16, 2016 at 10:08 AM

----- Forwarded message -----

From: "Hugh Burnett" <hburnett@burnett-inc.com>
Date: Apr 15, 2016 2:06 PM
Subject: RE: CalFlo Customers
To: "Matt Aycock" <matt.aycock@statesboroga.gov>
Cc: "Van Collins" <van.collins@statesboroga.gov>

Matt:

Burnett Lime has installed more than 250 CAL~FLO systems in 11 states, and 140 of those systems are in GA and SC. Approximately 70% of the CAL~FLO customer base is municipal drinking water filtration plants and 25% is municipal wastewater plants, while the remaining systems are industrial applications. I have attached a combined list of contacts for some of our wastewater accounts in GA and SC that you are welcome to give a call. Let me know if this works for the commission.

Best regards,

Hugh Burnett

DBA: Burnett Lime Company, Inc.

7095 Hwy 11

Campobello SC 29322

P 864-592-1658

M 864-580-8032

F 864-592-1690

hburnett@burnett-inc.com



CAL~FLO® Reference List
Wastewater

Waste Treatment Municipality	Treatment Capacity MGD	Year Installed	Contact
Clinton-Joanna WWTP Laurens County, SC	5	2014	Damas Mattison 864-377-2837
*Johnston WWTP Edgefield County, SC	2	2013	Felix Andrews 803-215-3291
Clemson University WWTP Clemson, SC	3	2012	Matt Garrison 864-643-6018
*Athens-Clark County GA Cedar Creed WRF	4	2010	Tim Holder
Middle Branch WRF	8	2010	706-207-8780
*Eastanolee WWTP Toccoa GA	5	2010	Jim Crenshaw 706-491-3335
*Gilmer County WWTP Ellijay GA	3	2010	Darryl Crooke 706-273-4676
Hilton Head WWTP Hilton Head, SC	4	2009	Vince Malphus 843-305-0132
*Beaufort, SC Cherry Point WWTP	3	2003	Chris Spencer 843-987-8232
Port Royal WWTP	10	2005	Earl Sheppard 843-812-8067
*Abbeville WWTP Abbeville, SC	2	1998	Eric Moats 864-459-2427

*Municipalities that have 2 or more CAL FLO systems.

Memo



TO: Robert Cheshire, Deputy City Manager

FROM: Darren Prather, Central Services Director

DATE: 4-26-16

Re: Recommendation— Bid Award/Major Street Repairs

The City of Statesboro recently issued an invitation to bid on major street repairs for Niver Road, Lanier Drive, Banks Circle and Braswell Street. These repairs involve removal of existing asphalt in repair areas, removal/replacement of unsuitable materials and repaving. The areas of repair are “spot areas” and do not require repaving of the complete road. This project was funded in the amount of \$85,000.00 and represents CIP number ENG-STS-30. Contractors were requested to provide a unit-price based bid total for this project and that total is represented in the following bids.

<u>Vendor</u>	<u>Total Bid</u>
1. Ellis Wood Contracting	\$97,660.00
2. Sikes Brothers	\$107,900.00

Since the budget for this project is \$85,000.00, we recommend the bid award be made to Ellis Wood Contracting in the amount of \$85,000.00 as they submitted the lowest responsive sealed bid of \$97,660.00. The unit pricing contained in this sealed bid will be used to apply to the areas in most need of repair and to not exceed the budgeted \$85,000.00 for this project.