



October 04, 2016 9:00 am

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 the Statesboro Area SHRM for being named the "2016 Best in Georgia- Chapter of the Year.
 - B) Proclamation presented to Channie Frazier for winner of the Georgia Pre-K Teacher of the Year Award.
 - C) Recognition of Alex Smith, County Coordinator for Concerted Services, Inc., with an update on the utility discount program.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 09-20-2016 Council Minutes
 - B) Consideration of a Motion to approve and to authorize the Mayor to sign Fiscal Year 2016 Homeland Security Grant Program/State Homeland Security Program Agreement Between the State of Georgia Emergency Management and Homeland Security Agency and City of Statesboro Fire Department; Grant No: SH016-044"
6. Consideration of a motion to approve the Professional Services Agreement and Task Order 1 with Ecological Planning Group, LLC in the amount of \$72,040.00 to assist the City with storm water master planning.
7. Consideration of a Motion to award the purchase of a new Caterpillar D6N Waste Handler Dozer per the Georgia State Contract in the amount of \$321,918.90 for use in our inert landfill facility. This item is budgeted in FY 2017 in the amount of \$350,000 and is listed under CIP# SWD-7. 2013 SPLOST funds will be used to purchase this item.
8. Consideration of a Motion to authorize the Mayor to enter into appropriate contracts or agreements to form sister-city relationships with Grottaferrata and Monte Compatri, Italy with the caveat that such agreements or contracts shall not impose more than \$1500.00 of costs on the City of Statesboro.
9. Other Business from City Council
10. City Managers Comments
 - A) Update for Director of Human Resource Jeff Grant regarding the City of Statesboro Workers Comp and Safety Program

11. Public Comments (General)

A) Bill Thomas request to speak with Council.

12. Consideration of a Motion to Adjourn



**CITY OF STATESBORO
Council Minutes
September 20, 2016**

A regular meeting of the Statesboro City Council was held on September 20, 2016 at 5:30 pm. 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 was City Manager Randy Wetmore, Deputy City Manager Robert Cheshire, City Attorney Alvin Leaphart and City Clerk Sue Starling. Absent was Councilman John Riggs.

The meeting was called to Order by Mayor Jan Moore.

The Invocation and Pledge was given by Mayor Jan Moore.

Recognitions/Public Presentations

- A) Alex Smith, County Coordinator for Concerted Services, Inc. will present an update on the utility discount program.**

Alex Smith was unable to make it to the Council Meeting.

Public Comments (Agenda Item): None

Consideration of a Motion to approve the Consent Agenda

- A) Approval of Minutes**
- a) 09-06-2016 Council Minutes**
 - b) 09-06-2016 Executive Session Minutes**
- B) Consideration of a Motion to approve the surplus and disposal of a 1998 Volvo/Wayne garbage truck in the Sanitation Division of the Public Works & Engineering Department**
- C) Consideration of a Motion to approve the surplus and disposal of a 2003 Ford F150 truck in the Street Division of Public Works & Engineering.**
- D) Consideration of a Motion for the surplus and disposal of a 2004 Ford F150 Extended Cab truck in the Water/Sewer Department**
- E) Consideration of a Motion for the surplus and disposal of approximately 32,000 pounds of scrap brass water meters from the completed Flex Net conversion and Meter Change out.**

Councilman Chance 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.

Overview of the Hearing Procedures regarding the granting or denial of an Alcohol License

City Attorney Alvin Leaphart gave an overview of the factors used in the granting or denial of an Alcohol License. Mr. Leaphart stated there are ten different factors for Council to consider before granting and/or denying a new alcohol license. These factors include investigation into the person and/or persons applying for the license, and anyone else who may be involved with the business. It also takes into consideration of the location of the business as zoning needs to be correct for the business and all taxes paid up to date. The idea is to apply the evidence to the ten factors for determining the approval or denial of the alcohol license.

Public Hearing and Consideration of a Motion to approve an Alcohol License Application:

**A) The Library Statesboro LLC
Justin Clements
125 Gata Drive
Statesboro, Ga**

Councilman Yawn made a motion seconded by Councilman Chance 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.

Mayor Moore read the procedures of how the meeting would be conducted. Mayor Moore then called the applicant, Justin Clements, to the podium. Mr. Clements was sworn in by Mayor Moore. Attorney Jay Dell, representing Mr. Clements, stated they were unaware of the nature of this hearing and would like to have the hearing postponed until the next meeting. After some discussion and a suggestion from Council Mr. Dell stated he would like to be moved down on the agenda to allow him the opportunity to confer with his client.

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

Mayor Moore stated this item would be brought back after agenda item #10.

Report from Chairperson, Patrice Jackson representing the Alcohol Advisory Board.

On behalf of the Alcohol advisory board Chairperson, Patrice Jackson addressed Council in regards to two recommendations from the Advisory Board. The first recommendation is to amend the Alcohol Ordinance to include drive-thru alcohol sales, subject to existing rules and regulations. The second recommendation is for "TIPS" to be the only accepted training curriculum as required by the City of Statesboro Alcohol Ordinance. Ms. Jackson gave an overview of the items to be discussed at the next Alcohol Advisory Board Meeting on October 10, 2016. The items included a proposal to amend the definition of catered events, a proposal to require TIPS training for convenience store employees and a proposal to require "in person" TIPS training only and a discussion of the pricing section of the City of Statesboro Alcohol Ordinance.

Consideration of a Motion to approve/deny the “Training Institute for Responsible Vendors, Inc.” also known as “RAS: for the Alcohol Server Training Program.

Councilman Yawn made a motion seconded by Councilman Jones to approve the “Training Institute for Responsible Vendors, Inc.” also known as “RAS” for the Alcohol Server Training Program as per Section 6-10(a) of the City of Statesboro Alcohol Ordinance. 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/deny “ServSafe” for the Alcohol Training Program

Councilman Yawn made a motion seconded by Councilman Chance to approve “ServSafe for the Alcohol Training Program as per Section 6-10(a) of the City of Statesboro Alcohol Ordinance. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Public Hearing and Consideration of a Motion to approve an Alcohol License Application:

**B) The Library Statesboro LLC
Justin Clements
125 Gata Drive
Statesboro, Ga**

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

Attorney Jay Dell representing Justin Clements, owner of The Library, stated they were ready to proceed with the hearing. Mayor Moore called Justin Clements to the podium to confirm that he was sworn in before this item was tabled. Mayor Moore also swore in Statesboro Police Captain James Winskey, who was designated by the City Clerk to conduct an investigation into the Alcohol License Application. Captain Winskey presented the findings as he went thru the ten factors listed in Section 6-13 of the City of Statesboro Alcohol Ordinance. Attorney Jay Dell and Captain Winskey asked questions of Justin Clements and Donny Walloch of the Walix Corp. Mr. Walloch is the financial lender for “The Library”. Some of the questions being asked were in reference to whether or not Mr. Walloch was a partner in the business or just the financial lender. Mr. Clements’ original application indicated some discrepancies regarding the promissory note that was submitted with the original application. Mr. Clements stated he was the sole owner of the business and Mr. Walloch, owner of the Walix Corp. was the lending institution.

Mayor Moore asked if City Staff had any additional facts or evidence to present. Captain Winskey stated he was just a “finder of facts” and offered no opinion for approval or denial of the applicant’s request. Interim Chief Rob Bryan also spoke as he reference that Police resources were strapped with many calls that were coming from establishments that serve alcohol. There were no other comments.

Mayor Moore then asked if any member of the public had any comments for this alcohol license hearing. Christian Bennett came forward to speak in favor of the applicant’s request. No one spoke against the applicant’s request.

After some deliberation and discussion from Council, a motion was made by Councilman Chance seconded by Councilman Yawn, based on the evidence presented, to approve the alcohol beverage license with the designation of it being a 21 and over establishment. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Other business from City Council:

Councilman Boyum asked what was going on with the water billing as he has been getting some calls about billing being late. City Clerk Sue Starling stated we are still having issues with our new software conversion. She stated, for the past couple of months, customers have not been charged penalties and have not been cut off due to the delay in billing. This issue should be resolved within the next month. The word to the public, please bear with us as we continue to work through this conversion. Mayor Moore stated, regardless of being unloaded on by customers, we need to give the best customer service and thank our customers for being patient. We need to have a strategic plan for the City, so the infrastructure and those kinds of things can be addressed in a timely manner.

Mayor Moore also stated she would like for each Councilman, to have a meeting in their district before the first of the year, to find out what is important to the citizens.

City Managers Comments

A) Review of the new City of Statesboro Organizational chart.

City Manager Randy Wetmore went through the organizational chart with the Mayor and Council. Frank Neal stated there will be a special called meeting on Wednesday September 28, 2016 at 5:30pm, for the presentation of the retail strategies study.

Deputy City Manager Robert Cheshire stated we were awarded a \$500,000.00 Community Block Grant for utility and drainage. Hussey Gay Bell is doing the water and sewer design for the extensions of the industry in the Gateway Phase II site design.

Public Comments (General): None

Consideration of a Motion to Adjourn

Councilman Yawn made a motion, seconded by Councilman Chance 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 7:46 pm.



STATE OF GEORGIA
OFFICE OF THE GOVERNOR
ATLANTA 30334-0090

Nathan Deal
GOVERNOR

August 22, 2016

Honorable Jan Moore
Mayor
City of Statesboro
Post Office Box 348
Statesboro, Georgia 30459

Dear Mayor Moore:

It is my pleasure to inform you that the State of Georgia has awarded the Statesboro Fire Department a subgrant funded from the federal FY16 Homeland Security Grant Program. The amount of the grant is \$15,000.00 to build capabilities that enhance homeland security.

These funds are subject to the execution of the appropriate documents that you will receive from the Georgia Emergency Management and Homeland Security Agency (GEMHSA) in the near future. The grant funding can be used only for the purposes specified and authorized by a Recipient-Subrecipient Agreement, so no action can be undertaken until the agreement has been finalized. These monies are awarded to acquire or sustain equipment for your department's Hazardous Materials team.

Thank you for your commitment to protect our state. I appreciate your efforts to ensure that Georgia remains a safe place for us to live and raise our families. By working together, we can continue to be prepared for the challenges that may face us.

Sincerely,

A handwritten signature in black ink that reads "Nathan Deal".

Nathan Deal

ND:sh
cc: Chief Tim Grams
Statesboro Fire Department



City of Statesboro

Public Works & Engineering Department

*P.O. Box 348
Statesboro, Georgia 30459*

*912.764.0681 (Voice)
912.764.7680 (Fax)*

MEMORANDUM

To: Robert Cheshire, PE, Deputy City Manager
From: Jason Boyles, Director of Public Works & Engineering
Cc: Darren Prather, Director of Central Services
Brad Deal, PE, City Engineer
Marcos Trejo, Stormwater Manager
Date: September 23, 2016
Re: Stormwater Master Planning: Professional Services Agreement and Task Order 1

On August 16, 2016 city council approved the city manager to negotiate a contract with Ecological Planning Group, LLC (EPG) to perform consulting services to assist the City in the preparation of master planning for our comprehensive stormwater management program. Under the contract, or professional services agreement, EPG will perform the following services for the City:

- Citywide Drainage System GIS Inventory and Condition Assessment
- City Staff Training for GIS Inventory and Condition Assessment
- Development of a Drainage System Maintenance Plan and Standard Operating Procedure
- Update to the Drainage Capital Improvement Plan
- Delineation and Prioritization of the Drainage Sub-Basins
- Hydraulic and Hydrologic Modeling
- Stormwater Master Planning and CIP Development
- Conceptual CIP Design and Cost Estimates
- Update to Development Regulations for Post-Construction Stormwater Runoff
- NPDES Phase II MS4 Permit Compliance Assistance
- Watershed Protection Plan Implementation Assistance
- Funding assistance related to municipal bonds, GEFA loans, and grant applications.
- Stormwater Utility consulting and auditing

This is a comprehensive list of services to be performed. Therefore, we have separated EPG's services into separate task orders. Task Order 1 includes drainage system inventory and assessment, staff training, maintenance program and SOP, CIP update, and project management as needed. Staff has negotiated a cost for services under the first task order in a not to exceed amount of \$72,040.00. In addition Darren Prather has offered his GIS staff resources on this project to save the City money and to improve service delivery maintaining StaGIS stormwater layers.

The formats of the contract and task orders are structured similar to previous work with EPG. If you are in agreement I respectfully request to present this to city council for consideration of approval at the October 4, 2016 meeting. As we progress through this work and move to the next phase of our master planning I will be presenting subsequent task orders under the agreement for consideration of approval.

TASK ORDER NO. 01

To the PROFESSIONAL SERVICES AGREEMENT For Drainage System GIS Inventory & Condition Assessment

This Task Order, made and entered into by and between the Mayor and City Council of Statesboro, GA hereinafter called the "CITY" and Ecological Planning Group, LLC., hereinafter called the "CONSULTANT", shall be incorporated into and become a part of the PROFESSIONAL SERVICES AGREEMENT (the "AGREEMENT") entered into by the parties hereto on _____.

A. PURPOSE

This Task Order authorizes and directs the CONSULTANT to proceed with assisting the CITY with completion of the drainage system GIS inventory and condition assessment. This scope also includes development of a maintenance work program, standard operating procedures for proactive drainage system maintenance, and updates to the City's Drainage Capital Improvement Program based on the results of the inventory. Additional services, as listed in the professional services agreement, will be provided by separate task order.

B. CONSULTANT'S SCOPE OF SERVICES

The Scope of Services, dated August 31, 2016, is specifically described herein.

Task 1. Drainage System GIS Inventory and Condition Assessment

The Project Team will perform a GIS inventory and assess the condition of the drainage infrastructure within an area equaling approximately 20% of the area of the City. If the City elects to have EPG staff perform this work on a larger percentage area of the City, the same per-structure rate will apply.

As part of this task, the Project Team will visit each stormwater structure in the field and identify its spatial location using a GPS enabled tablet. The inventory will be a map-grade inventory that will identify the geographic location of structures on an x/y coordinate system. While in the field locating the GPS position of each structure, the Project Team will also perform a comprehensive condition assessment of every structure. The assessment will include information on Structure Type, Pipe Size, Structure Material, and Structure Damage, presence of Sediment, Debris, Dry Weather Flows, Water Quality Issues, Erosion, Maintenance Need, Inspection Data, Notes and Photographs. EPG will work with the City to identify the specific attributes that will be collected at each structure. EPG will also work with the City's GIS Department to identify the best practice for hosting the web-based database during and after the completion of the project.

For the purposes of this contract, the Project Team assumes that this task will include location of approximately 1,200 drainage structures. This estimate is based the pilot project previously completed by EPG staff. Should the actual number of structures exceed 1,200, EPG will contact the City prior to collecting any structures in excess of that amount. Any structures collected in excess of 1,200, will be collected at the per structure rate listed herein.

Task 2: City Staff Training & Supervision

EPG understands that the City is interested in having their GIS staff trained to perform stormwater GIS inventory and condition assessment work such that they will be able to update and maintain the database over time. EPG will provide training to an identified member of the City's GIS staff both in the office, and in the field. EPG anticipates having the City staff shadow our staff in the field as we perform our work as part of Task 1.

Upon completion of Task 1, EPG understands that the City wishes for their staff to complete all or at least part of the remaining inventory work within the City (approximately 60% of the area of the City). EPG will work with the City to provide a tablet and field maps to the City staff so that they can perform the field work. EPG will monitor the City staff's progress through the web-based database. If it appears that the City staff is not making adequate progress or accurately mapping the drainage system, EPG will notify the City and work with the City to identify a solution.

Task 3: Maintenance Work Program and Standard Operating Procedures

Upon completion of the GIS inventory and condition assessment, the EPG Project Team will review the maintenance and structural issues identified and develop a maintenance work program. The work program will include projects that will be assigned to one of three major categories: 1) operational maintenance issues, such as sediment or debris removal, 2) capital maintenance issues, structures that required a more expensive solution, such as replacement of a broken manhole cover, and 3) capital improvement issues, major drainage issues that require an engineered solution. Categories 1 and 2 can be addressed by the City's stormwater crews and category 3 projects will be address as Part of task 4.

The EPG Project Team will also work with the City to develop standard operating procedures (SOP) for the drainage crews to conduct routine and proactive maintenance of the drainage system. This will include a description of the City's extent of service, i.e. where the crews will work and where they won't, a description of the various maintenance services they provide, and a schedule for providing those services. As part of this SOP. EPG will assess and update the City's current drainage system maintenance zones and schedules.

Task 4: Capital Improvement Program (CIP) Update & Prioritization Analysis

The Project Team will work with the City to review the City's CIP projects based on the results of the inventory and condition assessment. The Project Team will review the currently identified drainage capital projects and will add additional capital projects as necessary. The Project Team staff will visit the field to assess CIP projects, including those already identified by the City. We assume that three field days will be sufficient to review the various City projects. The EPG Project Team will utilize the ranking system provided in the City's CIP to help assess the projects for implementation. This task assumes no detailed engineering design work will be conducted for any identified CIP projects.

Based on the updated CIP, the EPG project team will update the sub basin prioritization work. This will include revised sub-basin delineations and updated sub-basin rankings based on the total number and urgency of the CIP within each basin. Other factors, as approved by the City

may also be taken into account, including, but not limited to: available land for regional stormwater facilities. Based on this work, the EPG Project Team will work with the City to identify those sub-basins that will be initially modeled and master planned as part of a future TOF.

Task 5: Project Management

The EPG Project Team will attend a kick-off meeting with City Staff and will continue to meet with the City periodically throughout the course of this project. EPG staff will also regularly communicate with and update the City on the progress of this project through emails and conference calls.

Schedule

EPG proposes to complete the scope of services described herein within three months after the City staff complete the drainage system GIS inventory and condition assessment.

C. CONSULTANT’S COMPENSATION

As consideration for providing the services enumerated within Item B (above) of this Task Order, the CITY shall pay the CONSULTANT in accordance with the AGREEMENT.

Task 1. Drainage System GIS Inventory and Condition Assessment

The specific method of compensation for this Task is **Unit Rates** of \$22/structure as enumerated in the Exhibit B of the AGREEMENT. The total contract amount for the Task shall not exceed \$26,400 without prior written authorization by the CITY.

Task 2: City Staff Training & Supervision

The specific method of compensation for this Task is **Hourly Billing Rates** as enumerated in the Exhibit B of the AGREEMENT. CITY agrees to pay the CONSULTANT monthly, for work completed, on the basis of the standard hourly billing rates in effect when services are provided by the CONSULTANT’s employees of various labor grades. The total contract amount for the Task shall not exceed \$10,000 without prior written authorization by the CITY.

Task 3: Maintenance Work Program and Standard Operating Procedures

The specific method of compensation for this Task is **Lump Sum** as enumerated in the Exhibit B of the AGREEMENT. The Lump Sum amount for this task is \$12,600.

Task 4: Capital Improvement Program (CIP) Update & Prioritization Analysis

The specific method of compensation for this Task is **Hourly Billing Rates** as enumerated in the Exhibit B of the AGREEMENT. The hourly not-to-exceed amount for this task is \$16,320. The breakdown for this task is as follows:

<i>Sub Task</i>	<i>Hourly Rate</i>	<i>Hours</i>	<i>Total</i>
Meetings/Coordination	\$140	4	\$560
	\$105	8	\$850
Drainage Structural Issue Cost Assessment	\$105	20	\$2,100
	\$140	4	\$560
Field Work	\$105	24	\$2,520
CIP and Matrix Update	\$105	40	\$4,200
	\$140	4	\$560
Drainage Basin Delineation	\$90	32	\$2,880

Task 5: Project Management

The specific method of compensation for this Task is **Hourly Billing Rates** as enumerated in the Exhibit B of the AGREEMENT. CITY agrees to pay the CONSULTANT monthly, for work completed, on the basis of the standard hourly billing rates in effect when services are provided by the CONSULTANT's employees of various labor grades. The total contract amount for the Task shall not exceed \$6,720 without prior written authorization by the CITY.

Total Not to Exceed Amount **\$72,040.00.**

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on this, the ____ day of _____, 2016.

City of Statesboro, GA

By: _____
Signature
Jan J. Moore, Mayor

Ecological Planning Group, LLC.

By: _____
Signature
Courtney Reich, President

**PROFESSIONAL SERVICES AGREEMENT between
CITY OF STATESBORO, GEORGIA and ECOLOGICAL PLANNING
GROUP, LLC.**

THIS IS AN AGREEMENT made this _____ day of _____ 2016 between the Mayor and City of Council of Statesboro, Georgia, a political subdivision of the State of Georgia, (“CITY”) and Ecological Planning Group, LLC., (EPG) a Georgia corporation, (“CONSULTANT”). The CITY wishes to engage CONSULTANT to provide professional consulting services. The following summarizes the contents of this AGREEMENT:

- Section 1.0 – General Considerations
- Section 2.0 – CITY Responsibilities
- Section 3.0 – CONSULTANT Responsibilities
- Section 4.0 – Project Scope of Services and Schedule Summary
- Section 5.0 – Project Budget and Payments to CONSULTANT

1.0 SECTION 1.0 – GENERAL CONSIDERATIONS

- 1.1 **Commencement.** Upon execution of this AGREEMENT, the CONSULTANT shall enter into a contract with the CITY for the services specified herein. The CONSULTANT recognizes that timely, quality service will be essential to complete this project and the services contemplated under this AGREEMENT. This AGREEMENT will take effect upon delivery of executed AGREEMENT to both parties.
- 1.2 **Term of AGREEMENT.** The initial term of this AGREEMENT shall be for twelve (12) months beginning from the date of execution by all parties. This AGREEMENT shall automatically renew on the anniversary of the date of execution, until such time as it is terminated. Either party, upon giving 30 days written notice, may terminate this AGREEMENT at any time without cause. The term of the AGREEMENT may be modified upon mutual consent of both parties.
- 1.3 **Termination of AGREEMENT.** Termination of this AGREEMENT by either party shall not impair or affect whatever rights, including payment for services performed prior to termination either party may have under this AGREEMENT. Further, if the CONSULTANT fails to fulfill its contractual obligations as specified herein, the CITY may, by giving written notification to the CONSULTANT, terminate the AGREEMENT for such default. If the AGREEMENT is so terminated, the CONSULTANT shall be paid only for the work satisfactorily completed.
- 1.4 **Successors and Assigns.**
 - 1.4.1 CITY and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of each are bound, to the other party to this AGREEMENT and to the partners, successors, executors administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this AGREEMENT.

- 1.4.2 Neither CITY nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other.
- 1.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CITY and CONSULTANT.
- 1.5 **License, Permits and Taxes.** The CONSULTANT shall be responsible for all applicable licenses, permits and taxes incurred during the performance of this AGREEMENT.
- 1.6 **Indemnification and Hold Harmless.** The CONSULTANT shall indemnify and hold the CITY and its officers, agents, employees and assigns, harmless from any liability imposed for injury whether arising before or after completion of work outlined in this AGREEMENT, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any negligent act or omission, including strict liability or negligence of CONSULTANT, or of anyone acting under the CONSULTANT's direction or control or on its behalf, in connection with or incident to, or arising out of the performance of this AGREEMENT.
- 1.7 **Ownership of Project Documents and Reports.** All documents and reports prepared by the CONSULTANT pursuant to this AGREEMENT are instruments of service and shall be the joint property of the CITY and CONSULTANT upon completion. The CITY may reproduce and distribute these documents to appropriate parties; however, certain documents may not be suitable for re-use by the CITY on other project(s) without proper consultation with the CONSULTANT. The CONSULTANT may use the work product developed under this AGREEMENT for future marketing and project endeavors.
- 1.8 **Controlling Law.** This AGREEMENT is to be governed by the laws of the State of Georgia. The parties hereby agree and stipulate this AGREEMENT was made and entered into in Bulloch County, Georgia, which shall be appropriate venue for any action brought relating thereto. CONSULTANT shall comply with all applicable City, State and Federal provisions related to its performance of the work under this AGREEMENT.
- 1.9 **Severability and Reformation.** Any provision or part thereof of this AGREEMENT held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
- 1.10 **Non-discrimination.** CONSULTANT shall not discriminate in the employment of persons engaged in the performance of this AGREEMENT on account of race, color, national origin, ancestry, religion, sex, marital status, physical handicap, or medical condition, in violation of any federal or state law. CONSULTANT shall comply with all

requirements of the CITY with regards to employment while this AGREEMENT is in effect.

2.0 SECTION 2.0 – CITY’S RESPONSIBILITIES

CITY and/or CITY Staff shall:

- 2.1 Provide all information for the project, including project objectives and constraints, performance requirements, flexibility and expendability, any budgetary limitations, copies of relevant documents and access to relevant files, software and hardware necessary to execute the work effort.
- 2.2 Promptly furnish to CONSULTANT the information requested by CONSULTANT that is needed for rendering of services defined herein. The CITY shall provide to the CONSULTANT all such information that is available to the CITY, and the CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof. The CONSULTANT recognizes that it is impossible for the CITY to assure the accuracy, completeness and sufficiency of information provided to CONSULTANT by CITY or third parties.
- 2.3 Assist CONSULTANT by placing at his disposal all available information pertinent to the project including previous reports and any other data relevant to project.
- 2.4 Undertake and perform the CITY’s project related responsibilities as specified in Section 4.0 of this AGREEMENT. Allow the CONSULTANT reasonable access to designated CITY staff personnel related to execution of specific work tasks that the CITY staff will perform.
- 2.5 Assist/arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform his services.
- 2.6 Designate a person (or persons) to act as CITY’s representative(s) with respect to the management, technical and production related activities to be performed by the CITY under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define CITY’s policies and decisions with respect to materials, equipment, elements and systems pertinent to CONSULTANT’s services.

3.0 SECTION 3.0 – CONSULTANT’S RESPONSIBILITIES

- 3.1 **Standard of Care.** The CONSULTANT shall manage and perform the work in accordance with applicable laws and codes. By execution of this AGREEMENT, the CONSULTANT warrants that he/she is possessed of the requisite skill and ability which is ordinarily possessed by other members of his/her profession. CONSULTANT will exercise such degree of skill and ability as is ordinarily employed by professionals who practice in the State of Georgia under similar conditions and like circumstances, and

he/she shall perform such duties without neglect, and shall not be liable except for failure to exercise such appropriate degree of care, learning, skill and ability.

- 3.2 **Authorized Representative.** CONSULTANT shall designate a person (or persons) to act as CONSULTANT's representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define CONSULTANT's policies and decisions with respect to materials, equipment, elements and systems pertinent to this AGREEMENT.
- 3.3 **Subcontracting.** SUBCONTRACTORS that are approved members of the CONSULTANT team include Parker Engineering of Statesboro, GA and Thomas and Hutton Engineering of Savannah, GA. The CONSULTANT shall not subcontract any part of the work covered by this AGREEMENT, or permit subcontracted work to be further subcontracted, without the CITY'S prior approval of the SUBCONTRACTOR.
- 3.4 **Insurance.** The CONSULTANT shall maintain the following insurance requirements during the time of performance of the services outlined in this AGREEMENT for the contract period. An insurance certificate must be on file with the City Manager's office within four weeks of the signing of the contract by both parties.
- A. General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate;
 - B. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident;
 - C. Worker's Compensation insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence;
 - D. Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.
- 3.5 **Personal Services.** In contemplation that consulting services are personal, the CONSULTANT agrees that no significant change in the business organization of the CONSULTANT personnel or the CONSULTANT team personnel shall be made during the AGREEMENT term, unless prompt written notice to the CITY is given, which event shall afford the CITY the option to terminate or modify this AGREEMENT.

4.0 SECTION 4.0 – CONTRACT SCOPE OF SERVICES

The specific services which the CONSULTANT agrees to furnish are set forth herein:

4.1 Scope of Services

The CONSULTANT will perform the following services for the CITY:

- Citywide Drainage System GIS Inventory and Condition Assessment
- City Staff Training for GIS Inventory and Condition Assessment
- Development of a Drainage System Maintenance Plan and Standard Operating Procedure
- Update to the Drainage Capital Improvement Plan

- Delineation and Prioritization of the Drainage Sub-Basins
- Hydraulic and Hydrologic Modeling
- Stormwater Masterplanning and CIP Development
- Conceptual CIP Design and Cost Estimates
- Update to Development Regulations for Post-Construction Stormwater Runoff
- NPDES Phase II MS4 Permit Compliance Assistance
- Watershed Protection Plan Implementation Assistance
- Funding assistance related to municipal bonds, GEFA loans, and grant applications.
- Stormwater Utility consulting and auditing

4.2 For each major phase/task of the project listed in Section 4.1, the CONSULTANT shall provide a detailed description of the services to be performed including its proposed scope of work, schedule and estimated fee to complete the described services. If the description is acceptable, the CITY shall execute a Task Order with the CONSULTANT containing the agreed upon description of the work and consulting services fee. Each Task Order shall be numbered consecutively, shall reference this AGREEMENT, and shall be deemed an authorization for the CONSULTANT to proceed with the work when signed by the CITY, unless otherwise stated. The provisions of this AGREEMENT shall control with respect to each Task Order. Each Task Order, after execution by both parties to this AGREEMENT, shall be incorporated into and become a part to this AGREEMENT. See Exhibit A for the Task Order format.

4.3 Signature by a representative of the CITY on each Task Order shall constitute authorization to proceed by the CONSULTANT for services defined by that Task Order.

5.0 SECTION 5.0 – PROJECT BUDGET AND PAYMENTS TO CONSULTANT

CITY and CONSULTANT, in consideration of their mutual covenants herein, agree in respect of the performance of professional consulting services provided by CONSULTANT and the payment for those services by CITY as set forth below.

5.1 **Compensation.** The CITY shall compensate the CONSULTANT for providing the services enumerated in the executed Task Orders as described in Section 4.0 and in accordance with the compensation method and fee amount identified in each Task Order. For the approved methods of compensation, see Exhibit B.

5.2 **Payments.** For professional consulting services as outlined in this AGREEMENT, CITY shall pay CONSULTANT the stipulated fees. CONSULTANT shall submit monthly invoices to CITY in a format acceptable by the CITY. CITY shall endeavor to make payment to CONSULTANT within thirty (30) days from receipt of invoice.

5.3 **Scope of Service Changes and/or Additional Services.** If the CITY requests that the CONSULTANT provide services on an hourly basis, or requests services not currently outlined in this AGREEMENT, the CITY can request that the CONSULTANT perform the additional services in accordance with the unit rates provided in the table below, or at a mutually agreeable fee arrangement. Prior to commencing the requested additional

services, the CONSULTANT must notify the CITY promptly and provide an estimate of the budget to complete the requested services and a schedule. No additional services shall be performed by the CONSULTANT until written (i.e. letter) or electronic (i.e. email or fax) authorization is received by the CONSULTANT from the CITY.

Labor Category (Project Professional)	Hourly Rate
Senior Professional Engineer	\$160
Senior Project Manager	\$140
Engineer III	\$130
Senior Planner/GIS Professional/Professional Engineer II/Designer	\$105
Water Resources Engineer	\$95
Senior GIS Analyst/Engineer I/EIT	\$90
GIS Field Technician, Environmental Specialist	\$80
Administrative Assistant	\$60
Drafter	\$40
Subconsultant Fees	Cost + 5%
Project Supplies & Expenses	Cost
Mileage	IRS rate

CONSULTANT may petition CITY on an annual basis for approval to increase the unit rates in the table above to reflect CONSULTANT's increased costs of its business operations.

ACKNOWLEDGEMENT OF ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written. This AGREEMENT constitutes the entire AGREEMENT between CITY and CONSULTANT.

CITY:

City of Statesboro, Georgia
 Post Office Box 348
 Statesboro, GA 30459

Signature: _____

Name: Jan Moore, Mayor

Attest:

CONSULTANT:

Ecological Planning Group, LLC.
 35 Abercorn Street, Suite 210
 Savannah, GA 31401

Signature: _____

Name: Courtney Reich, President

Attest:

Signature: _____

Signature: _____

Name: Sue Starling, City Clerk

Name: _____

Exhibit A: Format for Task Order

TASK ORDER NO. _____

To the PROFESSIONAL SERVICES AGREEMENT
For (Project Reference or Name)

This Task Order, made and entered into by and between the Mayor and City Council of Statesboro, GA hereinafter called the "CITY" and Ecological Planning Group, LLC., hereinafter called the "CONSULTANT", shall be incorporated into and become a part of the PROFESSIONAL SERVICES AGREEMENT (the "AGREEMENT") entered into by the parties hereto on (Date).

A. PURPOSE

This Task Order authorizes and directs the CONSULTANT to proceed with assisting the CITY in providing

(General Description of Services)

B. CONSULTANT’S SCOPE OF SERVICES

The Scope of Services, dated (insert date), is specifically described herein.

C. CONSULTANT’S COMPENSATION

As consideration for providing the services enumerated within Item B (above) of this Task Order, the CITY shall pay the CONSULTANT in accordance with the AGREEMENT. The specific method of compensation for this Task Order is (cite fee type here; e.g., lump sum) as enumerated in the Exhibit B of the AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on this, the ____ day of _____, 201_.

City of Statesboro, GA

By: _____
Signature
Jan Moore, Mayor

Ecological Planning Group, LLC.

By: _____
Signature
Courtney Reich, President

Exhibit B

Consultant's Compensation Methods for Task Orders

1. Hourly Billing Rates

When the CITY authorizes the CONSULTANT to proceed with the work outlined in Item B of the Task Order, CITY agrees to pay the CONSULTANT monthly, for work completed, on the basis of the standard hourly billing rates in effect when services are provided by the CONSULTANT's employees of various labor grades.

Direct expenses (such as travel, subsistence, field equipment, communications, subconsultant services, etc.) are reimbursable at cost.

2. Lump Sum -- For the services described in Item B of the Task Order, the CITY agrees to pay and the CONSULTANT agrees to accept the lump sum amount of \$_____, which constitutes compensation for all of the CONSULTANT's salary costs, general and administrative overhead, direct project expenses, and profit. The CITY agrees to pay the CONSULTANT monthly based on the estimated percentage of total work completed through the billing period as certified by the CONSULTANT.

3. Unit Rates -- When the CITY authorizes the CONSULTANT to proceed with the work outlined in Item B of the Task Order, CITY agrees to pay the CONSULTANT monthly, for work completed, on the basis of the unit prices shown below in this Exhibit B for the Task Order. These unit prices cover labor, equipment, and/or materials for each item below. The total fee will be the sum of the lump sum or unit prices for each item multiplied by the actual quantities provided or installed.

The total contract amount for the Task Order shall not exceed \$_____ without prior written authorization by the CITY.

Unit Rates are as follows: (to be listed for a specific Task Order)

Memo



TO: Randy Wetmore, City Manager
Robert Cheshire, Deputy City Manager

FROM: Darren Prather, Central Services Director

DATE: 9-26-2016

Re: Recommendation—Bid Award/Dozer-Inert Landfill

We recommend the City of Statesboro award a purchase for a new Caterpillar D6N LGP Waste Handler Dozer to Yancey Brothers Co. per Georgia State Contract number 99999-001-SPD0000102 in the amount of \$321,918.90 (Please see attachment for contract details). Our purchasing ordinance (Section 2.2.7) allows the City to utilize contracts held by other governmental entities if it is in the best interest of the City of Statesboro to do so. In consideration of our local preference policy, Yancey Brothers Co. has a local business located on Highway 301 South inside of Bulloch County. Often, these large contracts held by other governmental entities provide the City a volume discount in pricing. This machine will be used for inert landfill construction and maintenance and will replace the current 1996 CAT D6 which has incurred significant maintenance expenses in recent years. This item is listed in the FY2017 budget as project SWD-7 in the amount of \$350,000.00 and is funded by 2013 SPLOST funds. If approved, we will bring the 1996 CAT D6 to Council to be declared surplus at a later date.

We recommend the purchase be awarded to Yancey Brothers Co. per the Georgia State Contract in the amount of \$321,918.90. If approved, this item will be delivered in approximately three to four months to the selected City of Statesboro location.