CITY OF STATESBORO, GEORGIA

CITY HALL COUNCIL CHAMBERS



CITY COUNCIL MEETING & PUBLIC HEARING AGENDA

### May 16, 2023 5:30 pm

- 1. Call to Order by Mayor Jonathan McCollar
- 2. Invocation and Pledge of Allegiance by Mayor Pro Tem Shari Barr
- 3. Recognitions/Public Presentations
  - A) Presentation of a Certificate of Recognition from the Georgia Municipal Association to Councilmember Venus Mack.
- 4. Public Comments (Agenda Item):
- 5. Consideration of a Motion to approve the Consent Agenda
  - A) Approval of Minutes
    - a) 05-02-2023 Council Minutes
    - b) 05-02-2023 Executive Session Minutes
  - B) Consideration of a motion to set the date for a Public Hearing for the proposed City of Statesboro Fiscal Year 2024 Budget for June 06, 2023, during the regular scheduled Council Meeting.
- Public Hearing and Consideration of a Motion to Approve: <u>APPLICATION RZ 23-03-04</u>: Long Company Limited requests a Zoning Map Amendment from the CR (Commercial Retail) zoning district to the R-3 (Medium-Density Residential) zoning district on approximately 2.65 acres of property in order to construct approximately 7 triplexes at 310 Myrtle Crossing Drive.
- Consideration of a motion to approve <u>Resolution 2023-18</u>: A Resolution of the City of Statesboro Mayor and Council to permanently change the polling place for the Statesboro One voting precinct from William James Educational Complex to the Luetta Moore building.
- 8. Consideration of a motion to approve <u>Resolution 2023-22</u>: A Resolution approving application for the 2023 NOAA Planet Steward Grant.
- 9. Consideration of a motion to approve <u>Resolution 2023-23</u>: A resolution approving application for the 2023 Keep Georgia Beautiful Foundation Sandra Webb Legacy Grant.
- 10. Public Hearing and First Reading of <u>Ordinance 2023-04</u>: An Ordinance amending Sections 2-81 and 2-83 of the Statesboro Code of Ordinances in order to expand Youth Commission membership to twelve members and to incorporate the mission and scope of authority of the Healthy Boro mayoral ad hoc committee.

- 11. Consideration of a motion to authorize the Mayor to execute a Memorandum of Understanding (MOU) between the City of Statesboro and Bulloch County for the Statesboro-Bulloch County Long Range Transportation Plan.
- 12. Consideration of a motion to approve a Water/Sewer Agreement with North Point Real Estate, Inc. (Developer) in order to serve 350 acres at Hwy 301 and Rocky Road outside the City limits.
- 13. Consideration of a motion to execute a Professional Services Agreement with Hussey, Gay, Bell Engineering, Inc. in the amount not to exceed \$162,460.00 to provide design, bid, permit application and contract administration services for the construction of a new production well at the Bruce Yawn Commerce Park. To be paid for with 2013 SPLOST funds approved in CIP Project WWD #111.
- 14. Consideration of a motion to award a contract to Xylem Dewatering Solutions, Inc. in the amount of \$96,352.40 for two NC100S Dri-Prime Pump with funds approved in the 2023 CIP Budget item# WWD-37, using funds from operating revenues.
- 15. Other Business from City Council
- 16. City Managers Comments
- 17. Public Comments (General)
- 18. Consideration of a Motion to enter into Executive Session to discuss "Personnel Matters" "Real Estate" and/or "Potential Litigation" in accordance with O.C.G.A 50-14-3(b)
- 19. Consideration of a Motion to Adjourn



**Regular Meeting** 

50 E. Main St. City Hall Council Chambers

9:00 AM

### 1. Call to Order

Mayor Jonathan McCollar called the meeting to order

### 2. Invocation and Pledge

Allen Muldrew gave the invocation and Councilmember John Riggs led the Pledge of Allegiance.

ATTENDENCE			
Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Phil Boyum	Councilmember	Present	9:08 am
Paulette Chavers	Councilmember	Present	
Venus Mack	Councilmember	Present	
John Riggs	Councilmember	Present	
Shari Barr	Mayor Pro Tem	Present	

Other staff present: City Manager Charles Penny, Assistant City Manager Jason Boyles, Public Information Officer Layne Phillips, City Attorney Cain Smith and City Clerk Leah Harden

### 3. Recognitions/Public Presentations

### A) Recognition of the 30<sup>th</sup> anniversary of the City of Statesboro's participation in the Tree City USA program and presentation of a flag by the Georgia Forestry Commission recognizing the City's participation in the Tree City USA program.

Robert Seamans with the Georgia Forestry Commission recognized and congratulated the City of Statesboro for 30 years of participation in the Tree City USA program and presented a flag to the Mayor and City Council commemorating the City's participation in the Tree City USA program.

## B) Recognition of Wesley Parker, former Chair of the City of Statesboro Tree Board, for his 13 years of exemplary volunteerism.

Mayor Jonathan McCollar recognized and presented a plaque to Wesley Parker for his 13 years of service on the Statesboro Tree Board.

Councilmember Phil Boyum joined the meeting.

### 4. Public Comments (Agenda Item): None

### 5. Consideration of a Motion to approve the Consent Agenda

- A) Approval of Minutes
  - a) 04-18-2023 Work Session Minutes
  - b) 04-18-2023 Council Minutes
  - c) 04-18-2023 Executive Session Minutes

A motion was made to the consent agenda.

<b>RESULT:</b>	Approved (Unanimous)
MOVER:	Mayor Pro Tem Shari Barr
SECONDER:	Councilmember Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

## 6. Consideration of a motion to approve <u>Resolution 2023-21</u>: A Resolution responding to Service Delivery Strategies amendment request made by Bulloch County.

City Manager Charles Penny explained this resolution is in response to the SDS map amendment submitted by Bulloch County for water services in Southeast Bulloch County. The map amendment submitted by the county is contrary to the conversation we had during the joint meeting on November 29, 2022, as it marks the county water service area going beyond Hwy 67 on I-16, which would prevent the city from extending water infrastructure down Hwy 67 to I-16. The City of Statesboro is not opposed to the county operating a water system as long as such systems end no less than a mile east of Hwy 67 and I-16. In addition to the map amendment the city is adding the establishment of wastewater service area for the City of Brooklet.

A Motion was made to approve **<u>Resolution 2023-21</u>**: A Resolution responding to Service Delivery Strategies amendment request made by Bulloch County.

<b>RESULT:</b>	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

### 7. Consideration of a motion to approve contract in the amount of \$24,567.40 with D. Lance Souther, Inc. for utility relocation with the West Main Street Drainage Improvements project. This project will be paid by 2018 TSPLOST funds.

A motion was made to approve contract in the amount of \$24,567.40 with D. Lance Souther, Inc. for utility relocation with the West Main Street Drainage Improvements project. This project will be paid by 2018 TSPLOST funds.

<b>RESULT:</b>	Approved (Unanimous)	
MOVER:	Councilmember Venus Mack	
SECONDER:	Mayor Pro Tem Shari Barr	
AYES:	Boyum, Chavers, Mack, Riggs, Barr	
ABSENT		

# 8. Consideration of a motion to approve contract in the amount of \$260,170.18 with Y-Delta, Inc. for Lydia Lane/Hart Street stormwater drainage improvements. This project (STM-29) will be paid for with Stormwater Enterprise funds.

A motion was made to approve contract in the amount of \$260,170.18 with Y-Delta, Inc. for Lydia Lane/Hart Street stormwater drainage improvements. This project (STM-29) will be paid for with Stormwater Enterprise funds.

<b>RESULT:</b>	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

9. Consideration of a motion to award the purchase of 500 water Meter Boxes and fittings to Delta Municipal Supply in the amount of \$48,125.00. To be purchased with funds approved in the 2023 Operating Budget funded with system revenues.

A motion was made to approve award the purchase of 500 water Meter Boxes and fittings to Delta Municipal Supply in the amount of \$48,125.00. To be purchased with funds approved in the 2023 Operating Budget funded with system revenues.

<b>RESULT:</b>	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Mayor Pro Tem Shari Barr
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

### 10. Other Business from City Council:

Mayor Pro Tem Shari Barr called on Allen Muldrew with the Statesboro Downtown Development Authority to talk about what is going on this Friday downtown.

Mr. Muldrew stated this "First Friday" event is Fiesta De Mayo on the courthouse lawn and invites everyone to come enjoy the festivities.

Mayor Jonathan McCollar thanked Human Resource Director Demetrius Bynes and the One Boro Commission for a successful Longest Table event this past weekend.

### **11. City Managers Comments**

City Manager Charles Penny reminded everyone of the Budget Work session next Tuesday May 9, 2023 at 2:00 pm in the Council chambers. Secondly Mr. Penny called to their attention a couple items in the FYI packet first is an email from Shontay Jones the Bulloch County Elections Supervisor regarding the Statesboro one precinct relocation. The Board of Elections has a meeting on May 8, 2023 at 1:30 pm at which time they will hopefully proceed with relocating the Statesboro Precinct to Luetta Moore Park as planned. The next item is in regards to an email received from Don Poe with Feed the Boro asking if the City would consider partnering with Feed the Boro to help with monthly food drops at Statesboro High School. Last year we did three or four food drops at \$1,500 apiece and Mr. Penny asked if Council would consider doing it again this year. The cost has gone up to \$2,500. Direction was given to move forward with an agreement with Feed the Boro for City sponsored food drops.

The last item has to do with the art park. Mr. Penny explained that staff has been working on this park for some time and it is now ready for the key focal point art piece which are the letters "BORO". The cost for these letters is approximately \$40,000 and in order to place the order council would need to give authorization. Also DSDA is preparing a TAD application for this project to alleviate some of the cost.

A motion was made to authorize the City Manager Charles Penny to place the order for the "BORO" lettering for the art park in the amount of \$40,000.

<b>RESULT:</b>	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

### 12. Public Comments (General): None

## 13. Consideration of a Motion to enter into Executive Session to discuss "Personnel Matters" and "Potential Litigation" in accordance with O.C.G.A 50-14-3(b).

At 9:35 am a motion was made to enter into executive session.

<b>RESULT:</b>	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

At 9:55 am a motion was made to exit executive session.

<b>RESULT:</b>	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember John Riggs
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Mayor Jonathan McCollar called the regular meeting back to order with no action taken in executive session.

### 14. Consideration of a Motion to Adjourn

A motion was made to adjourn.

Approved (Unanimous)	
Councilmember Venus Mack	
Councilmember John Riggs	
Boyum, Chavers, Mack, Riggs, Barr	

The meeting was adjourned at 9:55 am

Jonathan McCollar, Mayor

Leah Harden, City Clerk

## $C{\rm ity\,of\,}S{\rm tatesboro}$

**COUNCIL** Phillip A. Boyum Paulette Chavers Venus Mack John C. Riggs Shari Barr



Jonathan McCollar, Mayor Charles Penny, City Manager Leah Harden, City Clerk I. Cain Smith, City Attorney

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

To: Mr. Charles Penny, City Manager

From: Cindy S. West, Finance Director

Date: May 11, 2023

RE: Setting the date for the Public Hearing for Fiscal Year 2024 Budget

**Background:** The State of Georgia requires a public hearing on the proposed budget, at which time any person wishing to be heard on the budget may appear. The public hearing must be held at least one week prior to the meeting of the governing authority at which adoption of the budget resolution will be considered. Notification of the public hearing must be at least one week prior to the meeting.

**Recommendation:** Set the Public Hearing for June 6, 2023, during the regular scheduled Council Meeting.

**Budget Impact:** N/A

Council Person and District: All

Attachments: None

### CITY OF STATESBORO

**COUNCIL** Phil Boyum, District 1 Paulette Chavers, District 2 Venus Mack, District 3 John Riggs, District 4 Shari Barr, District 5



Jonathan M. McCollar, Mayor Charles Penny, City Manager Leah Harden, City Clerk I. Cain Smith, City Attorney

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

To: Charles Penny, City Manager and Leah Harden, City Clerk

From: Justin Williams, Planning & Housing Administrator

Date: May 8, 2023

RE: May 16, 2023 City Council Agenda Items

**Policy Issue**: Statesboro Zoning Ordinance: Zoning Map Amendment Request

**Recommendation**: Staff recommends Denial of the Zoning Map Amendment Requested by RZ 23-03-04.

**Background**: Long Company Limited requests a Zoning Map Amendment from the CR (Commercial Retail) zoning district to the R-3 (Medium-Density Residential) zoning district on approximately 2.65 acres of property in order to construct approximately 7 triplexes at 310 Myrtle Crossing Drive (Tax Parcel # MS48000011 053).

Budget Impact: None

Council Person and District: Boyum (District 1)

Attachments: Development Services Report (RZ 23-03-04)



### City of Statesboro-Department of Planning and Development ZONING SERVICES REPORT

P.O. Box 348 Statesboro, Georgia 30458 (912) 764-0630 (912) 764-0664 (Fax)

### RZ 23-03-04 ZONING MAP AMENDMENT REQUEST 310 MYRTLE CROSSING DRIVE

LOCATION:	310 Myrtle Crossing Drive
EXISTING ZONING:	CR (Commercial Retail)
ACRES:	2.65 acres
PARCEL TAX MAP #:	MS48000011 053
COUNCIL DISTRICT:	District 1 (Boyum)
EXISTING USE:	Undeveloped Lot
PROPOSED USE:	Triplex Development



**PETITIONER** Long Company Limited

ADDRESS 108 Towhee Trail; Statesboro GA, 30458

### REPRESENTATIVE JNCJ LLC

### ADDRESS

2356 Middleground Road; Statesboro GA, 30458

### PROPOSAL

The applicant is requesting a Zoning Map Amendment from the CR (Commercial Retail) zoning district to the R3 (Medium-Density Residential) zoning district on a portion of the 2.65 acres of land at 310 Myrtle Crossing Drive, to build 7 triplexes.

### STAFF/PLANNING COMMISSION RECOMMENDATION

### RZ 23-03-04 DENIAL



Page 2 of 11 Development Services Report Case RZ 23-03-04



Page **3** of **11** Development Services Report Case **RZ 23-03-04** 



Page 4 of 11 Development Services Report Case RZ 23-03-04



SURROUNDING LAND USES/ZONING		
Location	Parcel Location & Zoning Information	Land Use
North	Location Area #1: R25 (Single-Family Residential)	Undeveloped Land
Northeast	Location Area #2: O (Office)	Office Complex
Northwest	Location Area #3: R-25 (Single-Family Residential)	Undeveloped Land
East	Location Area #4: R20 (Single Family Residential)	Single Family Home
West	Location Area #5: CR (Commercial Retail)	Undeveloped Lot
Southwest	Location Area #6: O (Office)	Mortuary
Southeast	Location Area #7: R20 (Single Family Residential)	Single-Family Home
South	Location Area #8: O (Office)	Accounting Office

### SUBJECT SITE

Page 5 of 11 Development Services Report Case RZ 23-03-04 The subject site is a vacant 2.65 acre lot. There has been no development on the site. This property is at the end of Myrtle Crossing Drive and fronts Highway 80 East. Originally the plan for the area consisted of a transitional zoning from the Highway into the neighborhood with commercial and office on the Highway, and a lower density neighborhood on the other side. This area was originally proposed to be a professional office park and the parking is laid out for this purpose. One office complex has already been located there.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site in the a local gateway, but primarily in a "Commercial Redevelopment Area" with a small portion in the "Established Residential Neighborhood" area.

### **ENVIRONMENTAL SITE ANALYSIS**

The subject property does not contain wetlands and is not located in a flood plain.

### **COMMUNITY FACILITIES AND TRANSPORTATION**

The subject property can access both city water and sewer. As requested by the Planning Commission, the City Engineering Division conducted vehicle traffic counts in the area to determine both the existing traffic and the potential increase as estimated by the Institute of Traffic Engineers (ITE) Trip Generation Manual. Results from the traffic count as conducted from April 11 through April 17 are as follows.

- Average Daily Trips (ADT) 282 vehicles per day
- Weekday ADT 348 vehicles per day
- Weekend ADT 183 vehicles per day
- Peak Hour 3PM: 30 to 45 vehicles per hour

### ZONING MAP AMENDMENT STANDARDS FOR DETERMINATION

The mayor and city council in exercising its zoning power, shall be governed by the following standards in making its determination and balancing the promotions of the public health, safety, morality [morals] and general welfare against the right of unrestricted use of property:

- 1. Existing uses and zoning or [of] property nearby.
  - The proposed use is of a much higher residential density than the surrounding uses, and are of a different nature in comparison to the original development. It is staff's opinion that the current zoning is appropriate.
- 2. The extent to which property values are diminished by the particular zoning restrictions.
  - Although an appraisal has not been conducted on the property, it is Staff's opinion that the proposal will likely decrease the value of the surrounding properties.
- 3. The extent to which the description of property values of the property owner promotes the health, safety, morals or general welfare of the public.
  - The surrounding properties are one of few purpose built subdivisions in the City and have not had any drastic changes in surrounding use since construction.

Page 6 of 11 Development Services Report Case **RZ 23-03-04** 

- 4. The relative gain to the public, as compared to the hardship imposed upon the property owner.
  - The site has been vacant since development of the adjacent neighborhood, and office complex.
- 5. The suitability of the subject property for the zoned purposes.
  - Initial evaluation of the property does cause concern regarding the adjacent neighborhood. At this time it has not been determined what possible restrictions may be associated with the subdivision.
- 6. The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property.
  - The property has historically been vacant.
- 7. The extent the proposed change would impact the following:
  - Population density in the area.
    - Population density would increase with the number of proposed units.
  - Community facilities.
    - $\circ$  The development would increase the use on utilities.
  - Living conditions in the area.
    - The living conditions in the area are not likely to change immediately.
  - Traffic patterns and congestion.
    - There would be an increase in traffic in the area. ITE Trip generation as provided by the Department of Public Works & Engineering show a weekly trip generation of **approximately 1757** trips generated by the project as originally provided to the Planning Commission.
  - Environmental aspects.
    - Greenspace would need to be included as commercial and higher density residential development are bound by all requirements in the tree ordinance.
  - Existing and future land use patterns.
    - As the site is adjacent to the highway the zoning transitions into the neighborhood with only one nearby area containing higher density residential development.
  - Property values in the adjacent areas.
    - The development of this project will create new tax revenue for the City, but may not increase general property values in the area.

## 8. Consistency with other governmental land use, transportation, and development plans for the community.

• The proposed residential development does not appear to be consistent with the 2019-2029 Statesboro Comprehensive Master Plan. The "Established Residential" character area calls for Neighborhood scale retail and commercial development, and single-family residential development. The "Gateway Area" is generally meant to guide specific types of development regarding architectural compatibility and vehicular traffic.

Page 7 of 11 Development Services Report Case **RZ 23-03-04** 



Subject Property



**Northern Property** 



Page 9 of 11 Development Services Report Case RZ 23-03-04 Western Property



Eastern Property



Page 10 of 11 Development Services Report Case RZ 23-03-04

### STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **Denial of RZ 23-03-04 as it is staff's position that the proposed use is inconsistent with the City's Comprehensive Plan.** If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

- 1. Approval of this zoning map amendment does not grant the right to develop on the property. All construction must be reviewed and approved by the City.
- 2. Amenities must be provided at a percentage in accordance with the R-2 (Townhouse Residential) district regulations.

At the regularly scheduled meeting of the Planning Commission on Tuesday April 4, 2023, the Commission recommended denial of Application RZ 23-03-04 with a 4-0 vote.

At the regularly scheduled meeting of the City Council on April 18, 2023, City Council tabled the request until the May 16, 2023 meeting for additional discussion with the affected neighborhood.

### $C{\rm ity\,of\,Statesboro}$

**COUNCIL** Phillip A. Boyum Paulette Chavers Venus Mack John C. Riggs Shari Barr



Jonathan McCollar, Mayor Charles Penny, City Manager Leah Harden, City Clerk Cain Smith, City Attorney

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

To: Charles Penny, City Manager

From: Leah Harden, City Clerk

Date: May 8, 2023

RE: May 16, 2023 City Council Agenda Items

**Policy Issue**: O.C.G.A. § 21-2-265(a) provides that the Governing Authority shall select and fix the polling place within each voting precinct, and may change the polling place within any precinct.

### Recommendation: Approve

**Background:** This item is being brought back for consideration as it was tabled at the April 18, 2023 Council Meeting until the May 16, 2023 Council Meeting. The current polling place for the Statesboro One voting precinct is the William James Education Complex and is no longer available for the use of municipal elections. The Luetta Moore Building is in close proximity to William James and is available for municipal elections. The Luetta Moore Building will provide more space to adequately accommodate poll workers, election equipment, and voters

Budget Impact: None

**Council Person and District:** Boyum (District 1) & Chavers (District 2)

Attachments: Resolution 2023-18 & Affidavit of Publication

### **RESOLUTION 2023 - 18**

### A RESOLUTION OF THE CITY OF STATESBORO MAYOR AND COUNCIL TO PERMANENTLY CHANGE THE POLLING PLACE FOR THE STATESBORO ONE VOTING PRECINCT; TO AUTHORIZE THE PUBLICATION AND POSTING OF NOTICES OF SAID CHANGE IN ACCORDANCE WITH LAW; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Statesboro Mayor and Council is the Governing Authority for the City of Statesboro, Georgia; and

WHEREAS, O.C.G.A. § 21-2-265(a) provides that the Governing Authority shall select and fix the polling place within each voting precinct, and may change the polling place within any precinct; and

WHEREAS, O.C.G.A. § 21-2-265(a) further provides that the Govering Authority shall not change any polling place until notice of the proposed change shall have been published for once a week for two consecutive weeks in the legal organ for the county in which the polling place is located; and

WHEREAS, O.C.G.A. § 21-2-265(f) provides that a polling place shall not be changed on a day in which a primary, election, or runoff is held, or during the 60 day period prior to any general primary or general election or runoff from such primary or election, nor shall a polling place be changed in the 30 day period prior to any special primary or special election or runoff from such special primary or special election, except, in the discretion of the superintendent, when an emergency or event occurs during such time period which renders the polling place unavailable; and

WHEREAS, the current polling place for the Statesboro One voting precinct is the William James Educational Complex, 150 Williams Road, Statesboro, Georgia 30458; and

WHEREAS, the City of Statesboro finds that the Luetta Moore Building is more suitable for a permanent polling place location than the William James Educational Complex in that the Luetta Moore Building will provide more space to adequately accommodate poll workers, election equipment, and voters, and the Statesboro Mayor and Council therefore desires to permanently relocate the polling place for the Statesboro One voting precinct to the Luetta Moore Building; and

WHEREAS, the Luetta Moore Building is located within the current boundaries of the Statesboro One voting precinct; and

WHEREAS, the notice of the proposed change attached hereto as Exhibit "A" has been published in the <u>Statesboro Herald</u>, which is the legal organ for Bulloch County, on Thursday, May 4, 2023 and again on Thursday, May 11, 2023; and

WHEREAS, there is no primary, election, or runoff scheduled within 60 days of May 16, 2023, nor is there any special primary or special election or runoff from such special primary or special election scheduled within 30 days of May 16, 2023, which is the date of this resolution;

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

<u>Section 1.</u> The City of Statesboro Mayor and Council, on its own motion, hereby permanently changes the location of the polling place for the Statesboro One voting precinct to the following location:

Luetta Moore Building 585 Martin Luther King Jr. Drive Statesboro, Georgia 30458

<u>Section 2</u>. In accordance with O.C.G.A. § 21-2-265(a), the City of Statesboro Mayor and Council hereby authorizes and orders that, during the seven days before and on the day of the first election following such change, notice of the change in the polling place for the Statesboro One voting precinct shall be posted on the previous polling place and at three other places in the immediate vicinity thereof, with each notice posted stating the location to which the polling place has been moved and directing electors to the new location, and at least one notice at the previous polling place shall be a minimum of four feet by four feet in size.

<u>Section 3</u>. All resolutions, actions, or parts thereof previously approved and adopted by the City of Statesboro Mayor and Council that are in conflict with the provisions contained in this resolution are, to the extent of such conflict, hereby superseded and repealed.

<u>Section 4</u>. This resolution shall take effect commencing with the general election to be held on November 7, 2023 and shall remain in effect until repealed or superseded by further action of the City of Statesboro Mayor and Council.

RESOLUTION APPROVED AND ADOPTED this 16<sup>th</sup> day of May, 2023.

## CITY OF STATESBORO MAYOR AND COUNCIL

By:

Jonathan McCollar, Mayor

Attest:

Leah Harden, City Clerk

### NOTICE OF PROPOSED POLLING PLACE CHANGE

In accordance with O.C.G.A. § 21-2-265, notice is hereby given that the following permanent change in the location of the polling place for the Statesboro One (SI) voting precinct has been proposed, said change, if approved, to take effect commencing with the general election to be held on November 7, 2023, and to remain in effect thereafter until further action regarding same by the Statesboro City Council. Current STATESBORO ONE PRECINT Polling Place: William James Educational Complex, 150 Williams Road, Statesboro, GA 30458; Proposed New STATESBORO ONE PRECINT Polling Place: Luetta Moore Building, 585 Martin Luther King Jr. Drive, Statesboro, GA 30458. The Statesboro City Council will vote on this proposed change at a meeting to be held at 5:30 pm on Tuesday, May 16, 2023 in the Council Chambers at City Hall located at 50 East Main Street, Statesboro, Georgia 30458.

### CITY OF STATESBORO, MAYOR AND COUNCIL

### CITY OF STATESBORO

COUNCIL

Phillip A. Boyum, District 1 Paulette Chavers, District 2 Venus Mack, District 3 John Riggs, District 4 Shari Barr, District 5



Jonathan McCollar, Mayor Charles Penny, City Manager Leah Harden, City Clerk Cain Smith, City Attorney

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

- To: Charles Penny, City Manager Jason Boyles, Assistant City Manager
- From:John Washington, Director of Public Works and Engineering<br/>Amanda Clements, Keep Statesboro-Bulloch Beautiful Coordinator

**Date:** May 16, 2023

RE: 2023 NOAA Planet Stewards Grant

Policy Issue: City of Statesboro Grant Policy

### **Recommendation:**

Staff request approval to submit an application for the NOAA Planet Stewards Grant. The grant award is eligible for up to \$5,000 with no additional match needed.

### **Background:**

The NOAA Planet Stewards Grant is a grant sponsored by the National Oceanic and Atmospheric Administration (NOAA) to help educators bring knowledge and awareness to the public through stewardship projects that encourage hands-on experiences for elementary to college-aged individuals, as well as the general public. This grant would allow Keep Statesboro-Bulloch Beautiful (KSBB) and the Statesboro Stormwater Division to partner with the Ogeechee Riverkeeper to continue and expand the Don't Litter Lotts Initiative. The Don't Litter Lotts Initiative is a shared project that focuses on litter entrapment and data analysis of litter that is caught in Little Lotts Creek of Statesboro. Monthly water quality monitoring through the Georgia Adopt-a-Stream program is also a part of this project. If awarded, KSBB, the Stormwater Division, and the Ogeechee Riverkeeper would be able to use the funds to purchase needed supplies, maintain the litter traps, and facilitate educational programs and advertisements on the local initiative.

### **Budget Impact:**

This grant will not directly impact the general budget.

### **Council Person or District:**

N/A (citywide)

Attachments: 2023 NOAA Planet Stewards Grant Resolution

### RESOLUTION 2023-22:

### A RESOLUTION APPROVING THE APPLICATION FOR THE NOAA PLANET STEWARDS GRANT

**THAT WHEREAS**, the Mayor and City Council have found that there is a need to regularly maintain the litter traps, record litter data, and ensure Adopt-a-Stream water monitoring in Little Lotts Creek of Statesboro, Georgia. The Don't Litter Lotts Initiative would be funded to continue these programs listed; and,

**WHEREAS**, the Mayor and City Council have found that the National Oceanic and Atmospheric Administration (NOAA) Planet Steward Grant is desirable in order to provide financial support to the support of the Don't Litter Lotts Initiative which includes the entities and organizations of Keep Statesboro-Bulloch Beautiful, Statesboro Stormwater Division, and the Ogeechee Riverkeeper; and,

**WHEREAS**, city staff will prepare an application to said program in order to provide funding that is in the dollar amount of up to \$5,000 to help purchase supplies and materials for the Little Lotts Creek Initiative in Statesboro, Georgia; and,

WHEREAS, said funds will be used for the initiative once awarded in July-August, 2023; and,

**WHEREAS**, funds are given directly from NOAA and will not directly impact the City of Statesboro's general budget.

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

Section 1. The Mayor and City Council hereby authorize the submittal of application to the NOAA for funding from the 2023 NOAA Planet Steward Grant.

Adopted this \_\_\_\_<sup>th</sup> day of \_\_\_\_, 2023

STATESBORO, GEORGIA

By: Jonathan McCollar, Mayor

Attest: Leah Harding, City Clerk

### CITY OF STATESBORO

COUNCIL

Phillip A. Boyum, District 1 Paulette Chavers, District 2 Venus Mack, District 3 John Riggs, District 4 Shari Barr, District 5



Jonathan McCollar, Mayor Charles Penny, City Manager Leah Harden, City Clerk Cain Smith, City Attorney

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

То:	Charles Penny, City Manager Jason Boyles, Assistant City Manager
From:	John Washington, Director - Public Works and Engineering
Date:	May 16, 2023
RE:	Keep Georgia Beautiful Foundation (KGBF) Sandra Web Legacy Grant Community Improvement Grant

Policy Issue: City of Statesboro Grant Policy

### **Recommendation:**

Staff request approval to submit an application for the KGBF Planet Stewards Grant. The grant award is eligible for up to \$2,500 with no additional match needed.

### **Background**:

The Legacy Grant is sponsored by the KGBF. The purpose of the Sandra Web Legacy Grant is to reduce litter, enhance recycling efforts, and encourage beautification in cities across the state of Georgia. It's designed to prioritize assistance for communities with smaller populations that may not have the funds or staff to adequately address these certain programs and projects. If approved for the grant, KSBB will be able to apply and request funding up to \$2,500 to make beautification enhancements to inner city parks.

### **Budget Impact:**

This grant will not directly impact the general budget.

### **Council Person or District:**

N/A (citywide)

Attachments: 2023 KGBF Grant Resolution

### RESOLUTION 2023-23:

### A RESOLUTION APPROVING THE APPLICATION FOR THE KEEP GEORGIA BEAUTIFUL FOUNDATION (KGBF) SANDRA WEB LEGACY GRANT

**THAT WHEREAS**, the Mayor and City Council have found that there is a need to aid in beautification enhancements within the Statesboro, GA city limits to improve city parks; and,

**WHEREAS**, the Mayor and City Council have found that the Keep Georgia Beautiful Foundation Sandra Web Legacy Grant is desirable in order to provide financial support to the purchase of materials, advertisements, etc. to implement beautification enhancements to existing city parks; and,

**WHEREAS**, city staff will prepare an application to said program in order to obtain a grant award in the amount of \$2,500 to purchase materials needed to help keep the city parks in pristine condition; and,

WHEREAS, said program will begin once funds are awarded in June, 2023; and,

**WHEREAS**, funds are given directly from the Keep Georgia Beautiful Foundation and will not directly impact the City of Statesboro's general budget.

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

Section 1. The Mayor and City Council hereby authorize the submittal of an application to the Keep Georgia Beautiful Foundation's Sandra Web Legacy Grant.

Section 2. The City Manager is hereby authorized to execute all documents related to the application.

Adopted this 16<sup>th</sup> day of May, 2023

STATESBORO, GEORGIA

By: Jonathan McCollar, Mayor

Attest: Leah Harding, City Clerk

## CITY OF STATESBORO

COUNCIL Phillip A. Boyum Paulette Chavers Venus Mack John C. Riggs Shari Barr



Jonathan McCollar, Mayor Charles Penny, City Manager Leah Harden, City Clerk Cain Smith, City Attorney

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

To: Charles Penny, City Manager and Leah Harden, City Clerk

From: Cain Smith, City Attorney

Date: May 10, 2023

RE: May 16, 2023 City Council Agenda Items

**Policy Issue**: First Reading of Ordinance 2023-04 amending Sections 2-81 and 2-83 of the Statesboro Code of Ordinances in order to expand Youth Commission membership to twelve members and to incorporate the mission and scope of authority of the Healthy Boro mayoral ad hoc committee.

Recommendation: Advance to Second Reading and Consideration

**Background:** Youth Commission was established in September of 2018 primarily to advise Mayor and Council on matters affecting the City's youth. Mayor McCollar established the Healthy Boro ad hoc committee in 2022 to address health concerns and initiatives affecting all City residents..

Budget Impact: N/A

Council Person and District: N/A

Attachments: Proposed Ordinance

Ordinance 2023-04

An Ordinance Amending Article 2 (Authorities, Boards and Commissions) of Chapter 2 (Administration) of the Statesboro Code of Ordinances

WHEREAS, the City has previously adopted ordinances creating certain Authorities, Boards and Commissions; and

WHEREAS, the Mayor and City Council has determined there is sufficient reason and need to amend certain sections of Article 2 (Authorities, Boards and Commissions) of Chapter 2 (Administration) of the Code of Ordinances, City of Statesboro, Georgia to create the Youth Commission

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

SECTION 1:

Article 2 (Authorities, Boards and Commissions) of Chapter 2 (Administration) of the Code of Ordinances, City of Statesboro, Georgia is hereby amended to read as follows:

Sec. 2-81 Establishment; appointment; terms; compensation; removal.

Sec. 2-82 Chairman; rules of procedure and bylaws; meetings.

Sec. 2-83 Scope of Authority.

Secs. 2-84-85 Reserved.

Sec. 2-81. - Establishment; appointment; terms; compensation; removal.

There is hereby created a board to be known as the Youth Commission. The Youth Commission shall consist of nine (9) members twelve (12) who shall be residents of Bulloch County. The term of office of each appointed member shall be two years The initial members of the Youth Commission have been appointed at the time this chapter takes effect and shall hold office for the balance of their terms then remaining, and their successors shall be appointed by the Mayor and City Council for a term of two years. Vacancies on the Youth Commission occurring other than by expiration of term shall be filled by an interim appointment for the unexpired term by the Mayor and City Council. The Mayor and City Council shall have the authority to remove any member of the Youth Commission by a majority vote for cause, on written charges, after a public hearing. All members shall serve without compensation.

Sec. 2-82. - Chairman; rules of procedure and bylaws; meetings; records.

a. The Youth Commission shall elect a chairman from among its members who shall serve for a term of one year and who shall be eligible for re-election as chairman.

b. The Youth Commission shall make its own bylaws and rules of procedure and shall determine its time and place of meetings.

c. The transactions of the Youth Commission are governed by the Georgia Open Meetings Act O.C.G.A. §§ 50-14-1 et. seq., and it shall be the joint and several responsibility of the members to comply with the Georgia Open Meetings Act.

Sec. 2-83 — Scope of Authority.

The youth commission shall have the authority to prepare studies and reports, strategies, education efforts and programs for the purpose of informing the governing body on policy matters related to youth civic engagement, education, leadership, service learning opportunities, job training and development and the empowerment. With incorporation of former members of the Healthy Boro mayoral ad hoc committee, Youth Commission shall also have authority to prepare studies and reports relating to health initiatives and concerns.

SECTION 2: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3: This ordinance shall become effective immediately upon its adoption by the City Council.

SO ORDAINED, this 16th day of May 2023 in Statesboro, Georgia.

First Reading and Consideration: May 16, 2023

Jonathan J McCollar, in his capacity as Mayor of Statesboro, Georgia

ATTEST:

Leah Harden, in her capacity as City Clerk of Statesboro, Georgia

### CITY OF STATESBORO

COUNCIL

Phillip A. Boyum, District 1 Paulette Chavers, District 2 Venus Mack, District 3 John Riggs, District 4 Shari Barr, District 5



Jonathan McCollar, Mayor Charles Penny, City Manager Leah Harden, City Clerk Cain Smith, City Attorney

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

- To: Charles Penny, City Manager Jason Boyles, Assistant City Manager
- From: John Washington, Director of Public Works & Engineering
- Date: May 9, 2023
- **RE:** Memorandum of Understanding & Agreement (MOU) with Bulloch County for Long Range Transportation Plan (LRTP)

Policy: Agreement

### **Recommendation:**

Staff recommends approval of and execution of a Memorandum of Understanding and Agreement (MOU) by the Mayor for a collaborative Long Range Transportation Plan (LRTP) update.

### **Background:**

On April 4, 2023 city council approved selection of consultant Goodwyn Mills Cawood to perform the LRTP update. Statesboro and Bulloch County seek to enter into this MOU to establish a cost-sharing and project management arrangement for the Statesboro-Bulloch County Long-Term Transportation Plan Update. The Consultant Goodwyn Mills Cawood (GMC) has submitted a price for the base scope of work for the LRTP, included in a pricing proposal, of Three-Hundred Eighty Thousand Dollars and No Cents (\$380,000.00) to which the County and City agree to each pay to the consultant one-half, or fifty-percent, of the price.

As noted upon execution of the MOU, the City hereby authorizes the County to negotiate final terms and conditions of an agreement with the GMC for the base scope of work subject to final review and approval by each governing body and their legal staff.

**Budget Impact:** 50% matching funds pledged by the City of Statesboro from TSPLOST fund.

Council Person and District: All Districts

Attachments: Memorandum of Understanding & Agreement (MOU)

#### COUNTY OF BULLOCH

#### STATE OF GEORGIA

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this <u>day of May</u>, 2023, by and between **BULLOCH COUNTY, GEORGIA**, a political subdivision of the State of Georgia, as party of the first part (hereinafter the "COUNTY"), and **THE CITY OF STATESBORO**, a municipal corporation created and existing under the laws of the State of Georgia (hereinafter "CITY").

#### <u>RECITALS</u>

WHEREAS, the COUNTY is a local government operating under its governing authority, the Bulloch County Board of Commissioners.

WHEREAS, the CITY is a municipal corporation operating under its governing authority, the Mayor and City Council of the City of Statesboro.

WHEREAS, the COUNTY and CITY wish to enter into this MOU to establish a cost-sharing and project management arrangement for the Statesboro-Bulloch County Long-Term Transportation Plan Update (hereinafter "the UPDATE"), subject to the terms and conditions set forth.

The COUNTY and CITY staff have solicited and reviewed proposals enabling the respective governing bodies to select the consulting firm Goodwin, Mills and Cawood, Inc. of Birmingham, Alabama (hereinafter the CONSULTANT) to prepare the UPDATE.

1

#### **TERMS AND CONDITIONS**

NOW THEREFORE, in consideration of the mutual promises, covenants, and obligations contained herein, the COUNTY and CITY hereby agree as follows:

The CONSULTANT has submitted a price for the base scope of work for the UPDATE, included in a schedule in EXHIBIT A, of Three-Hundred Eighty Thousand Dollars and No Cents (\$380,000.00) to which the COUNTY and CITY agree to each pay to the consultant one-half, or fifty-percent, of the price.

The CITY hereby authorizes the COUNTY to negotiate final terms and conditions of an agreement with the CONSULTANT for the base scope of work subject to final review and approval by each governing body and their legal staff.

The COUNTY and the CITY further agree that the CONSULTANT shall send invoices to the COUNTY for disbursement to the consultant by the COUNTY. The COUNTY shall immediately invoice the CITY for prompt payment of the CITY's share of the cost.

The CONSULTANT has submitted a pricing for various add alternate tasks under supplemental scopes of work for the UPDATE included in a schedule in EXHIBIT A to which the COUNTY and the CITY agree to separately negotiate a final price and sub-agreement(s) with task orders with the CONSULTANT, subject to the tasks desired by the COUNTY and the CITY.

The COUNTY and the CITY hereby authorizes the County Manager and City Manager to designate appropriate staff for project management.

2

The COUNTY and the CITY herby authorizes the County Manager and City Manager, or their designees, to solicit and appoint a Technical Advisory Committee to work with the CONSULTANT as represented in the request for proposal.

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

BULLOCH COUNTY, GEORGIA

CITY OF STATESBORO, GEORGIA

Ву:\_\_\_\_

Roy G. Thompson, Chairman

ATTEST

Jonathan McCollar, Mayor

ATTEST

By:

By:

Venus Mincey-White, Clerk

By:\_\_\_\_\_ Leah Harden, Clerk

## CITY OF STATESBORO

**COUNCIL** Phillip A. Boyum Paulette Chavers Venus Mack John C. Riggs Shari Barr



Jonathan McCollar, Mayor Charles Penny, City Manager Leah Harden, City Clerk Cain Smith, City Attorney

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

To: Charles Penny, City Manager and Leah Harden, City Clerk

From: Cain Smith, City Attorney

Date: May 10, 2023

RE: May 16, 2023 City Council Agenda Items

**Policy Issue**: Consideration of water/sewer agreement with North Point Real Estate, Inc. (Developer) in order to serve 350 acres at Hwy 301 and Rocky Road outside the City limits.

### Recommendation: Approve

**Background:** Extension of City water and wastewater infrastructure to serve the proposed Bulloch County Logistics Center was requested by Developer. City has advised Developer that there is capacity to serve as requested and reflected in attached contract. Developer would agree to 100% annexation upon contiguity with municipal limits.

**Budget Impact:** Unknown revenue, cost of project to be borne exclusively by Developer

Council Person and District: N/A

Attachments: Water/Sewer agreement
#### WATER/SEWER AGREEMENT

GEORGIA, BULLOCH COUNTY

THIS AGREEMENT is entered into as of the day of , 2023 by and between the MAYOR AND CITY COUNCIL OF STATESBORO, a Georgia municipal corporation, its assigns and successors, hereinafter referred to as "City" and **NORTH POINT REAL ESTATE, INC**, a Georgia corporation, its assigns and successors, hereinafter referred to as "Developer", the developer of the project known as the Bulloch County Logistics Center, containing approximately 350 acres at Rocky Road, and GA Hwy 301 South. Property Tax Numbers 050-000015-000, 050-000026-008, 050-000026-009, 050-000022-000, 050-000037-001, 050-000021-000, 050-000021-001, 050-000021-002, 050-000040-000, and approximately 12 acres on the northern end of 050-000020-000 (the "Project").

**WHEREAS**, on December 12, 2022 the City issued a Will Serve Letter to North Point Real Estate, Inc., as purchaser under a Real Estate Purchase and Sale Agreement regarding theProject, and

WHEREAS, pursuant to the Will Serve Letter, the City agreed to provide water and sewer service to the Project, and acknowledged adequacy of capacity to serve the proposed warehouse development; and

**WHEREAS**, the current owners of the Project have entered into an agreement to sell the tract to Developer, and Developer intends to develop the property in accordance with zoning recently approved by Bulloch County; and

3/16/2023

WHEREAS, the parties have agreed to enter into this agreement in regard to extending and making additions to the City's water and/or sanitary sewer systems and also to the construction of water distribution and/or sanitary sewer collection and disposal systems to serve the Project, to be known as the Bulloch County Logistics Center, located along the Southern portion of Rocky Road and GA Hwy 301, and

**WHEREAS,** the engineering design for said water and sanitary sewer systems will be accomplished by competent, professional engineers registered in the State of Georgia;

**NOW THEREFORE**, the City and Developer covenant and agree as follows:

City shall approve the designation of the engineer who shall be responsible for the engineering design and inspection in connection with the installation of said water and sanitary sewer systems. The Developer shall be responsible for insuring the engineer's conformance to area planning, adequacy of design, and conformance to City requirements regarding location, size and depth of lines, capacity and arrangements of lift stations and quality of construction. The engineer shall provide to the City a statement certifying that the materials and workmanship including pipes, bedding, thrust blocks, valves, fire hydrants, manholes, lift station equipment and other related materials and work meet the approved specifications and plans. Upon request of the City, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and other tests required by the City. The City will provide the sewage treatment facility and the water supply facility adequate to provide service to 9,700 gallons per day of sewer capacity and 15,000 gallons per day for water capacity.

The Developer will pay a five hundred (\$500.00) dollar non-refundable fee to the City of Statesboro to cover the costs for the City's Consulting Engineers to review plans for compliance with the City's Long-Range Water and Sewer Master Plan. This fee will also cover the costs for said Engineer to update the City's Water and Sewer Master Plan as per the development and to update the City's water/sewer location maps to include this extension of mains.

Both parties covenant and agree that if the project is located outside the limits of the City and is contiguous to the City Limits, that in order to receive utility service from the City, the Developer will agree for the development to be annexed into the City Limits and will formally request annexation by the 100% method, prior to the submittal of any subdivision plat or site plan. The Developer agrees to comply with all City of Statesboro Codes, Ordinances and Regulations applicable to Development and agrees that all inspections and code enforcement shall be conducted by the City of Statesboro and that a City building permit is required. The Developer agrees to submit construction plans to the City for review and to pay all City building permit fees and inspection fees prior to beginning any construction.

Both parties agree that if the project is located outside the City Limits but is not contiguous to the City Limits, in order to receive utility services from the City of Statesboro, the Developer will agree for his development to be annexed into the City and will formally request annexation by the 100% method at such time as the development becomes contiguous to the City Limits. The developer requesting water and sewer service for noncontiguous property agrees and covenants with the City that restrictive covenants which are to run with the property will be placed on the property which would require any entity

3/16/2023

the property is conveyed to, to agree to 100% annexation of the property when it becomes contiguous.

Both parties covenant and agree that if the project is located outside the City Limits, but is not contiguous to the City Limits, in order to receive utilities from the City, the Developer will agree to comply with the more restrictive development related regulations of the following City or County Ordinances: Drainage Control Ordinance, Sign Ordinance and portions of the Zoning Ordinances which regulate parking, density, building coverage and building set-backs.

The Developer shall hold the City harmless and indemnify City against any damages due to work associated with the tie on of existing water or sanitary sewer lines.

Both parties covenant and agree that upon completion of the systems and all related facilities, including all associated water and sewage fees being fully paid for by the Developer, or as it assigns (except the sewage treatment facility and the water supply facility) and after the submission of "as built" drawings (one electronic copy in a format acceptable to the City and two blueprint plans), the City will, subject to approval of the City Engineer, accept title thereto and assume responsibility for maintenance and operation of those portions located within public easements or rights of way. The acceptance shall include all rights, title and interest that the Developer has in the water and sanitary sewer systems servicing the said project and also all easements and/or rights of way required for the purpose of maintenance thereof. Developer agrees to execute any further documentation, such as a Bill of Sale and/or Easement, upon request

of the City as may be necessary to transfer title to the systems. The Developer shall bear the costs for the proper recording of all water and sewer easements. Those portions of the facilities not so conveyed by the Developer such as single use lines, shall remain the responsibility of the Developer or its assigns as to the ownership and maintenance.

The Developer warrants the water and sanitary sewer systems to include all parts, piping and pumping devices that make up the water or sewer system against defects and improper installation for a period of one (1) year from the date the City accepts the system. During the one (1) year warranty any repairs to the system will be made at the expense of the Developer and any street repairs necessitated for the maintenance and repair of the water system and/or sanitary sewer systems will also be at the expense of the Developer.

Both parties covenant and agree that all costs, including construction, land, legal and engineering, in connection with the addition and/or installation of the system shall be borne by the Developer. It shall be the Developer's responsibility to obtain all the necessary regulatory permits and approvals. It is understood and agreed by and between the parties that the City's sole responsibility will be to provide the sewage treatment facility, the water supply facility and any water and sewer mains that may already be in place.

Developer acknowledges that there is an Aid to Construction fee (ATC) for each gallon of sewage accepted by the City from Developer for treatment. This fee shall be imposed in accordance with the current City rates in effect and shall be paid by Developer

to the City prior to tap in to the system. The current rate is \$1.60 per gallon per day of sewage accepted by the City for treatment. It shall be the responsibility of the City to correctly calculate the gallons of sewage from the Project to be treated by the City. The City's calculations shall be consistent with the City's schedule of contributory load factors.

It is understood and agreed by and between the parties that there shall be a sanitary sewer connection fee and a separate water connection fee in accordance with the current City rates in effect. The connection fees shall be paid upon issuance of a building permit.

Developer acknowledges that the City shall be the sole provider of water for consumption or irrigation and covenants and agrees not to obtain a private well or gain water from any source other than the City.

This agreement may not be transferred or assigned in whole or of any part by Developer without prior written consent of the City and any violation of this agreement shall terminate the City's obligation hereunder; provided, however, that City agrees to approve the transfer or assignment of this agreement to a subsequent owner or owners of a portion of the Project, provided that the assignee or transferee assumes and agrees to pay or abide by all obligations of the Developer hereunder.

This agreement is to be governed by Georgia Law and it is understood and agreed by and between the parties that all provisions of both state and federal law now or

hereafter in effect relating to water and sewage service, while laws may be applicable to

the City, shall be applicable to this Agreement.

IN WITNESS WHEREOF all	parties have set their hands and seals on this
day of,	2023.
	CITY: MAYOR AND CITY COUNCIL OF STATESBORO
	BY:
	_
	ATTEST:
Signed, sealed and delivered in the presence of:	_
Witness	
Notary Public	DEVELOPER NORTHPOINT REAL ESTATE, INC. BY:
Signed, sealed and delivered in the presence of:	
Witness	
Notary Public	

# City of Statesboro Public Utilities Department



To: Jason Boyles Assistant City Manager

From: Steve Hotchkiss Director of Public Utilities

Date: 5/10/2023

**RE:** Hussey, Gay, Bell, Engineering Proposal for Professional Services for the Bruce Yawn Commerce Park Well.

Policy Issue: Purchasing

**Recommendation:** Consideration of a motion to execute a Professional Services Agreement with Hussey, Gay, Bell Engineering, Inc. in the amount not to exceed \$162,460.00 to provide design, bid, permit application and contract administration services for the construction of a new production well at the Bruce Yawn Commerce Park. To be paid for with 2013 SPLOST funds approved in CIP Project WWD #111.

**Background:** In order to provide adequate water capacity for the many new businesses locating in the Bruce Yawn Park and along the Hwy 301 corridor the City is making plans to design and build a new 10" production well to be located at Bruce Yawn Park. The new commercial customers locating in the area require large quantities of water for production purposes as well as fire suppression. With the addition of a new well at the park we will greatly increase our pumping capacity to the city as a whole and it will provide a redundant source of water to businesses in the Industrial Park.

The engineering fees in this agreement are higher than the ten percent we typically budget on water sewer projects.

However the budget for this project will most likely come in above our estimate of \$1,200,000.00 due to the fact that engineering and permitting on a well site is more complex than the typical project. The numbers in the contract are worst case, not to exceed. We think we will be able to hold some of the line items costs below estimates. This should result in a final cost for engineering that is in line with original budget estimates.

**Budget Impact:** This project was approved to be paid for with 2013 SPLOST funds, in CIP Project WWD #111

Attachments: HGB Contract.

# HUSSEY GAY BELL

- Established 1958 -

May 2, 2023

Mr. Steve Hotchkiss Director of Public Works City of Statesboro P.O. Box 348 Statesboro, GA 30459

## **RE:** Proposal for Professional Services for the Bruce Yawn Commerce Park Well City of Statesboro, Georgia

Dear Mr. Hotchkiss:

We are pleased to present this proposal for professional services for the subject project. The intent of the project is to provide a water source near the intersection of I-16 and U.S. Highway 301 and surrounding areas. The project will include a groundwater well, well building, chemical feed system, and associated appurtenances. The groundwater well will have an expected pumping rate of 1,400 gallons per minute (2 million gallons per day) and will be located adjacent to the existing elevated water storage tank within the Bruce Yawn Commerce Park. The project will benefit existing City of Statesboro groundwater wells by reducing the need to supply water to the I-16 area along U.S. Highway 301.

Our understanding of the scope of work is as follows:

A. <u>TOPGRAPHIC SURVEY</u>

Hussey Gay Bell will perform a topographic survey of the well site and surrounding area.

B. <u>DESIGN SERVICES</u>

Hussey Gay Bell will prepare Construction Plans and Specifications for the proposed groundwater well, well building, chemical feed system, and associated appurtenances. Design will include all necessary civil, mechanical and electrical drawings and associated specifications.

#### C. <u>PERMITTING SERVICES</u>

Permitting services will include assistance in preparing and submitting permit applications to Georgia EPD for the project.

## D. <u>BIDDING SERVICES</u>

Hussey Gay Bell will prepare bid packages necessary for contractor bidding of the project. Hussey Gay Bell will assist in preparing a project advertisement, the distribution of bid documents, attending a pre-bid meeting, preparing addenda to respond to bidder questions, attending a bid opening, analyzing the bids received and a recommendation of award for the project.

1100 Brampton Avenue, Suite L-1 • Statesboro, Georgia 30458 • 912.354.4626 • husseygaybell.com

Mr. Steve Hotchkiss City of Statesboro May 2, 2023 Page 2

#### E. CONTRACT ADMINISTRATION

Hussey Gay Bell's construction administration services as needed on an hourly basis including contract preparation, attending a homeowners public meeting, attending a preconstruction meeting, responding to Requests for Information (RFI's), reviewing pay requests, reviewing shop drawings and preparing change orders, if necessary.

#### F. PROJECT CLOSE-OUT AND RECORD DRAWINGS

Hussey Gay Bell will complete project close-out documentation and provide record drawings for the project.

Our fee structure is as follows:

A.	Topographic Survey (Lump Sum)	\$ 2,200.00.
B.	Design Services (Lump Sum)	\$ 62,600.00.
C.	Permitting Services (Lump Sum)	\$ 23,750.00.
D.	Bidding Services (Lump Sum)	\$ 9,750.00.
E.	Construction Administration Services (Hourly NTE)	\$ 55,700.00.
F.	Project Close-out and Record Drawings	\$ 8,460.00.

You will be billed each month for our services and for any reimbursable expenses as defined in the General Conditions. Invoices will be payable within 30 days of invoice date. This Agreement, along with the General Conditions, the Schedule of Hourly Rates and the Schedule of Reimbursable Expenses constitutes the entire contract between you and this firm and may only be modified by a written change order signed by both parties.

Thank you for this opportunity to serve you.

Sincerely, HUSSEY, GAY, BELL & DEYOUNG, INC.

C.J. Chance, P.E. Chief Operating Officer

ACCEPTED BY:\_\_\_\_\_DATE:\_\_\_\_

NAME AND TITLE:

Attachments: **General Conditions** Schedule of Hourly Rates Schedule of Reimbursable Expenses

1100 Brampton Avenue, Suite L-1 • Statesboro, Georgia 30458 • 912.354.4626 • husseygaybell.com

# **GENERAL CONDITIONS**

These GENERAL CONDITIONS are attached to and made a part of the Letter Agreement, dated May 2, 2023, between the **CITY OF STATESBORO** (Client) and **HUSSEY, GAY, BELL & DEYOUNG, INC.** (Engineer) and pertain to the project described therein.

### 1. <u>CLIENT'S RESPONSIBILITIES.</u>

1.1 The Client shall make available access by the Engineer to public and private property as is required to perform such investigations as are appropriate to obtain data for development of the Project.

1.2 The Client shall designate in writing a Representative for the work under this Agreement. The Client's Representative shall have complete authority to transmit the Client's instructions, policy and decisions pertaining to the project.

1.3 The Client shall furnish, in writing, any limitations in the overall project budget. This information shall be furnished at the beginning of the project.

#### 2. <u>ENGINEER'S RESPONSIBILITIES.</u>

2.1 Services performed by the Engineer under this agreement will be performed in a manner consistent with the standard of care exercised by other members of the profession currently engaged in similar work in the area and practicing under similar conditions. No representation, either expressed or implied, or no guarantee or warranty is included or intended in this agreement.

2.2 Based on the mutually accepted program of work and Project budget requirements, the Engineer will prepare, for approval by the Client, documents consisting of drawings and other documents appropriate for the Project, and shall also submit to the Client, if part of the Scope of Work, a Statement of Probable Cost for the Project. The Engineer will make every reasonable effort to perform services to accommodate the Client's budgetary limitations pertaining to total project construction cost. However, such limitations will not be cause or reason to require the Engineer to furnish any product or instrument of service that is not consistent with the standard of care as described in Article 2.1.

2.3 A change in scope of work, after the start of work, may influence the fees and the schedule as stated in this proposal. Delay in providing information requested and/or review of documents in a reasonable amount of time is a change in the scope of work. The Client will be notified, as soon as reasonably possible, when a change order has occurred. The notification will include cost and design schedule impact. The fee for changes in the scope of work will be per Article 3, Additional Services, in the General Conditions.

#### GC 2 of 6

### 3. <u>ADDITIONAL SERVICES.</u>

3.1 Additional services will be provided upon written agreement signed by both parties. Additional services shall be paid for by the Client as provided in these General Conditions in addition to the compensation for the services described in the Letter Agreement. The following services, if not described in the Letter Agreement, shall be considered Additional Services:

3.1.1 Providing a program study for the Project.

3.1.2 Providing financial feasibility or other special studies.

3.1.3 Providing planning surveys, site evaluation, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions, required for approvals of governmental authorities or others having jurisdiction over the Project.

3.1.4 Providing coordination of Work performed by separate contractors or by the Client's own forces.

3.1.5 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Engineer.

3.1.6 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

3.1.7 Providing services of consultants other than contracted engineering services for the Project.

3.1.8 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted engineering practice.

3.2 Payment for Additional Services shall be as agreed upon in writing by both parties. Payment shall be based on a lump sum derived from a definitive scope of work developed by the Client and Engineer or on the basis of hourly rate and expenses. Time charges shall be in accordance with the Engineer's Schedule of Hourly Rates, which is attached hereto and is a part of this Agreement. Reimbursable Expenses are as defined in ARTICLE 4 of these General Conditions. Payment for consultants other than the Engineer or services by others shall be paid for at 1.1 times their invoiced amount. Payment for travel by Company or private vehicle shall be made at the rate of \$0.55 per mile.

#### 4. <u>REIMBURSABLE EXPENSES.</u>

4.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Engineer and the Engineer's employees in the interest of Project for the expenses listed in the following Subparagraphs:

4.1.1 Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; long distance communications; and fees paid for reviews or seeking approval of authorities having jurisdiction over the Project.

4.1.2 Expense of reproductions, postage and handling of Drawings, Specifications, and other documents, excluding reproductions for the office use of the Engineer.

4.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

4.1.4 If authorized in advance by the Client, expenses of overtime work requiring higher than regular rates.

4.1.5 Expense of renderings, models and mark-ups requested by the Client.

4.1.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by the Engineer.

# 5. <u>PAYMENT TO THE ENGINEER.</u>

5.1 Billing will be accomplished monthly with payment due upon receipt of the Engineer's invoice. Payment will be credited first to any interest owed to Engineer, and then to principal. Client recognizes that prompt payment of Engineer's invoices is an essential aspect of the overall consideration Engineer requires for providing service to Client. Client agrees to pay all charges not in dispute within 30 days of invoice date. Any charges held to be in dispute shall be called to Engineer's attention within ten days of receipt of Engineer's invoice. If Client contests an invoice, Client shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

5.2 If the Client fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

5.2.1 Amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

5.2.2 Engineer may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other related charges. Client hereby waives any and all claims against Engineer for any such suspension.

5.3 If after the Effective Date any government entity takes a legislative action that imposes taxes, fees or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Engineer for the cost of such invoiced new

taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the original terms of this Agreement.

## 6. <u>CONSTRUCTION COST.</u>

6.1 It is recognized that neither the Engineer nor the Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Engineer.

# 7. <u>OWNERSHIP OF DOCUMENTS.</u>

7.1 Drawings, Specifications, field data, notes, reports, calculations, test data, estimates and other documents as instruments of service are and shall remain the property of the Engineer whether the Project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Client's use and occupancy of the Project. The Client shall also be permitted to retain electronic copies of all data, drawings, models, specifications and other documents that have been prepared in connection with specific projects. The Client may utilize the aforementioned work products for which the Engineer has been paid. Reuse of such data or information by the Client for any purpose other than that for which prepared shall be at the Client's sole risk, and the Client agrees to defend and indemnify Engineer for all claims, damages, costs, and expenses arising out of such reuse by the Client.

7.2 One set of deliverables including maps/prints/reports will be submitted for each project as appropriate. Terms for provision of additional copies and other deliverable requirements will be established as part of each project scope of work. Electronic copies of all deliverables will be made available to the Client if requested. The exact file format of the deliverable will depend on the project goals and software utilized by the Engineer, and shall be coordinated with the Client as part of the project. The Engineer shall retain these records for a period of two (2) years following their completion during which period additional paper copies and electronic files will be made available to the Client at reasonable times.

7.3 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Engineer's rights.

7.4 Only documents that are hard copies and have been signed and sealed by a representative of Engineer are documents of record for this project. The documents of record have been produced for this project only and for a given time. The documents are not to be used for any other project, or any other location, or and after two years beyond their date of issuance. The use of these documents on other projects or at a time other than as stated may have an adverse effect. All other documents, including electronic files, are documents for information only and are not documents of record.

## 8. <u>TERMINATION OF AGREEMENT.</u>

8.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

8.2 This Agreement may be terminated by the Client upon at least seven days' written notice to the Engineer in the event that the Project is permanently abandoned.

8.3 In the event of termination not the fault of the Engineer, the Engineer shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due.

## 9. <u>ABANDONED OR SUSPENDED WORK.</u>

9.1 Nothing in this Agreement nor in any document, report or opinion of the Engineer shall infer or imply that the Engineer's Services will be furnished on a contingent basis.

9.2 If the Project or any part thereof is abandoned or suspended in whole or in part by the Client for any reason other than for default by the Engineer, the Engineer shall be paid for all services performed prior to receipt of written notice from the Client of such abandonment or suspension.

#### 10. INDEMNIFICATION.

10.1 The Engineer shall indemnify and hold the Client harmless from claims, liability, losses, and causes of action to the extent caused by any willful or negligent act, error, or omission of the Engineer, including those parties contracted by the Engineer as subcontractors, incidental to the performance of the Services under this Agreement.

## 11. <u>LIMITATION OF LIABILITY.</u>

11.1 Work to be performed and services rendered by the Engineer under this Agreement are intended for the sole benefit of the Client. Nothing herein shall confer any rights upon others or shall refer any duty on the part of the Engineer to any person or persons not a party to this agreement including, but not limited to, any contractor, sub-contractor, supplier, or any agent, employee, insurer, or surety of such person or persons.

11.2 The Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to enforce safety requirements set forth by Federal, State and Local agencies. The Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor,

Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

GC 6 of 6

11.3 The Client agrees to limit the Engineer's and its employees' liability to the Client and to all construction Contractors and Subcontractors on the project, due to the Engineer's negligent acts, errors, or omissions to meet the professional service standard of care requirements, such that the total aggregate liability of the Engineer to those named shall not exceed \$2,000,000 and the per claim liability shall not exceed \$1,000,000. This Client standard liability cap shall apply to all projects under this agreement including associated addenda, and any change orders for specific projects. This standard liability cap may be adjusted for distinct individual projects by mutual written consent of both parties as warranted by specific project conditions.

11.4 Engineer, its principals, employees, agents or consultants shall perform no services relating to the investigation, detention, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials except as specifically provided for in the Letter Agreement. The Engineer shall have no liability for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials") except as specifically provided for in the Letter Agreement.

# 12. <u>MISCELLANEOUS PROVISIONS.</u>

12.1 This Agreement shall be governed by the law of the principal place of business of the Engineer.

12.2 The Client and the Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor the Engineer shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

12.3 This Agreement represents the entire and integrated agreement between the Client and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Engineer.

Revised 3-10-16



Hussey, Gay, Bell & DeYoung, Inc. Consulting Engineers Savannah, GA

SCHEDULE OF HOURLY RATES	
	Rate Effective 3/1/2023
	-, ,
Principal Engineer	235.00
Professional Engineer (Testimony and Preparation)	395.00
Engineer V / Associate	215.00
Engineer IV	195.00
Engineer III	180.00
Engineer II	175.00
Engineer I	165.00
Assistant Engineer	150.00
Technician III	140.00
Technician II	130.00
Technician I	120.00
Landscape Architect	160.00
Senior Project Representative	125.00
Project Representative	110.00
Registered Land Surveyor III	190.00
Registered Land Surveyor II	165.00
Registered Land Surveyor I	150.00
3-Man Survey Crew	200.00
2-Man Survey Crew	190.00
1-Man Survey Crew	165.00
Senior Administrative	130.00
Administrative	85.00

#### SCHEDULE OF REIMBURSABLE RATES January 2019

# **REPRODUCTION COSTS PER PAGE:**

Plan Sheets – Bond (B/W)	
11 x 17 / 12 x 18	\$ 0.60
24 x 36	\$ 1.50
30 x 42	\$ 2.15

#### <u>Plan Sheets – Bond (Color - Line)</u>

11 x 17 / 12 x 18	\$ 3.25
24 x 36	\$24.00
30 x 42	\$35.00

Plan Sheets – Bond (Color – Solid Fill)			
11 x 17 / 12 x 18	\$ 4.75		
24 x 36	\$48.00		
30 x 42	\$70.00		

# Plan Sheets – Mylar (B/W) 24 x 36 \$15.60

30 x 42	\$22.75

#### Specifications (B/W)

8.5 x 11

<u>CD / Flash Drives</u>

Actual costs including media costs and staff time at standard rates

#### **OVERNIGHT DELIVERY:** Cost + 10%

## AUTO MILEAGE: \$0.54 per mile

AIRFARE: Actual Cost (Economy Class – Domestic; Business Class – Foreign)

\$ 0.20

## ROOM & BOARD: Actual Cost

# CITY OF STATESBORO

**COUNCIL** Phillip A. Boyum Paulette Chavers Venus Mack John Riggs Shari Barr



Jonathan McCollar, Mayor Charles Penny, City Manager Leah Harden, City Clerk I. Cain Smith, City Attorney

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

To: Jason Boyles Assistant City Manager

From: Steve Hotchkiss Public Utilities Director

Date: 5-10-23

**RE:** Dri-Prime Backup pumps for Lift Stations.

# Policy Issue: Purchasing

**Recommendation:** Consideration of a motion to award a contract to Xylem Dewatering Solutions, Inc. in the amount of \$96,352.40 for two NC100S Dri-Prime Pump with funds approved in the 2023 CIP Budget item# WWD-37, using funds from operating revenues.

**Background:** As part of our long range plan to provide backup power or pumping to all lift stations we have budgeted funds each year for installing backup pumps and generators. This year we are proposing to install pumps at the East Main Street lift station and the Beasley Road lift Station. These two station serves a large number of residential customers and it is important to have a source of backup pumping capacity at these locations.

We are proposing to purchase these units using the. Florida Sheriff's Association Contract FSA20-EQU18.0, #272.d governmental procurement process. The Purchasing Department has reviewed and approved this procurement method and has verified that there are no local vendors for this item.

Budget Impact: Approved CIP Funds item #WWD-37

Council Person and District: Boyum

Attachments: Xylem Quote



6975 12th Street West Jacksonville, FL 32220 Tel: 904-695-2131 Fax: 904-695-2103 www.godwinpumps.com

May 3, 2023

Mr. Aulbert Brannen City of Statesboro PO BOX 348 WATER DEPARTMENT Statesboro, GA 30459-0348 Phone: 912-681-1161 Fax: 912-681-8932 Email: Aulbert.brannen@statesboroga.gov

## RE: NC100S-DBS Sale Quotation 126015016

Dear Mr. Brannen:

Thank you for your interest in Xylem Dewatering Solutions, Inc. and our Godwin Pump line of Dri-Prime pumps.

Please see the attached sale quote for our NC100S Critically Silenced diesel back up pump with sound attenuated enclosure and the requested options.

The provided duty point of the current station is 400GPM @ 100' TDH. This station has 1- 8" influents at the 16'. The duty for the standby pump will lie roughly around 400GPM @90' TDH at a run speed of 1875 RPM's.

The Godwin Dri-Prime NC100S pump is an extremely powerful yet compact pump with flow capabilities to 1070 USGPM. The Dri-Prime Compressor System offers automatic priming and infinite Dri- Running capabilities due to our liquid bath mechanical seal.

The NC150S features the unique patented Flygt N technology with its innovative self-cleaning impeller and is able to automatically prime to 28' of suction lift from dry.

The Critically Silenced Enclosure is offers sound levels of 68 dBA at 30' and is constructed of 12 or 14 gauge sheet metal with 1" and 2" layers of polydamp acoustical sound deadening material.

All pricing is based on Florida Sheriff's Contract FSA20-EQU18.0, #272. There are no delivery freight charges when utilizing the FSA Contract.

If you have any questions or require further information, please do not hesitate to contact me.

Sincerely,

David Berggren Outside Sales Representative

DB / gy



\$ 96,352.40

godwin⊕

# SALE QUOTATION

ITEM	QTY	DESCRIPTION			
	Contract Items:				
Α	2	<ul> <li>Dri-Prime NC100S Critically Silenced</li> <li>Sound Attenuated Enclosure</li> <li>4" 150# Flange Suction and Discharge</li> <li>Yanmar 3TNV88BDSASP Diesel Engine</li> <li>w/ PrimeGuard 2 &amp; Field Smart Technology</li> <li>Skid-mounted</li> <li>Engine/Motor Options <ul> <li>Battery Charger - 12 Volt Trickle</li> <li>Emergency Standby Diesel Engine</li> </ul> </li> <li>Pump Options <ul> <li>Gauge - Liquid Filled Vacuum</li> <li>Flush Mount, 2-1/2", Vacuum, 0-30inHg</li> <li>Gauge - Liquid Filled Vacuum</li> <li>Flush Mount, 2-1/2", Pressure, 0-60psi</li> </ul> </li> </ul>			
В	2	PrimeGuard Float Set • w/ 65' Mechanical Floats			
	this time. Du on commerce not a comm	delivery lead-times associated with this Quotation are best estimates at ue to the outbreak of the COVID-19 virus pandemic and its global effects ce, supply chain, and logistics, these lead-times are an estimate only and itment. Xylem is and will continue to use all commercially reasonable inimize any delivery delay impacts.			

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All quotations are subject to credit approval. All prices quoted in US dollars.

NET LUMP SUM SALE TOTAL



godwin@ FINGT

#### QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

#### Quote Prepared For: City of Statesboro

#### Attention: Mr. Brannen

#### Date: 05/03/2023 Quote #126015016

#### CONTRACT DETAILS

CONTRACT DETAILS		
FLORIDA SHERIFF'S ASSOC., FLORIDA ASSOC. OF COUNTIES & FLORIDA FIRE CHIEFS' ASSOCIATION		
BID #: FSA20-EQU18.0		
Item #:272, 6 INCH MOBILE PUMP PACKAGE		
EFFECTIVE: OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2023		

#### CONTRACT PRICING

BASE	BASE BID - Godwin CD150S 6" Isuzu FT4 Dri-Prime Diesel Pump-Trailer	r	2	47,765.00	95,530.00
DEDUCT	Downgrade to NC100S 6" Yanmar Engine DBS W/ Sound Attenuated Encl	osure	2	-1,462.00	-2,924.00
		CONTRACT PRICING TOTAL			92,606.00
SPECIFIED OP	TIONS		QTY	UNIT PRICE	
ACCE0004	Battery Charger		2	366.00	732.00
CAPGMA005	PrimeGuard Float Set		2	392.00	784.00
		SUB TOTAL			1,516.00
		SPECIFIED OPTIONS TOTAL			1,516.00
NON-SPECIFIE	D OPTIONS		QTY	UNIT PRICE	
	Gauge - Liquid Filled Vacuum Flush Mount, 2-1/2", Vacuum, 0-30inHg		2	697.00	1,394.00
	Gauge - Liquid Filled Vacuum Flush Mount, 2-1/2", Pressure, 0-60psi		2	697.00	1,394.00
		SUB TOTAL			2,788.00
20%	Contract Discount	LESS			557.60

#### TOTAL TRANSACTION PRICE -

NON-SPECIFIED OPTIONS TOTAL

96,352.40

2,230.40

Xylem Dewatering Solutions / Godwin Pumps appreciates the opportunity to assist with the above quote per the Florida Sheriff's Association. We look forward to serving your needs throughout the future.