



March 18, 2025 5:30 pm

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember Ginny Hendley
3. Public Comments (Agenda Item):
4. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 03-04-2025 Council Minutes
 - b) 03-04-2025 Executive Session Minutes
5. Public hearing and consideration of a motion to approve: **APPLICATION V-25-01-03:** Whitfield Signs requests a variance from Table 2.5.3-C of the Unified Development Code in order to place a 520.5 square foot sign on a building located at 152 Northside Drive East (Tax Parcel # MS84 000003A001).
6. Public Hearing & Consideration of a Motion to approve application for an alcohol license in accordance with The City of Statesboro alcohol ordinance Sec. 6-13 (a):

Sports Bar Grill & Lounge
2390 Northside Dr. West
Owner: Cynthia R. Wilson
License Type: Restaurant
7. Consideration of a motion to approve an Amended and Restated Intergovernmental Agreement with the City of Brooklet to allow for an increase in sewer treatment services.
8. Consideration of a motion to approve a Water-Sewer Agreement with Burkhalter-GSL, LLC to allow extension of water and sewer utilities to serve the Adelaide subdivision on Burkhalter Road (Tax Parcel 122 000013 000).
9. Consideration of a motion to approve Amendment #1 to Task Order 7 with Goodwyn, Mills, and Cawood LLC (GMC) increasing the contract from \$131,250.00 to \$158,750.00 for the Little Lotts Creek tributary stream restoration project. This project will be paid by Section 319(h) grant funds and Stormwater Utility operating revenue funds.
10. Consideration of a motion to approve Change Order #3, in the amount of \$174,338.00, to Southern Civil for the Blower and Pump Upgrades Project at the Waste Water Treatment Plant. The project, WTP-24, is paid from Operating and ATC fee funds.
11. Other Business from City Council

12. City Managers Comments

13. Public Comments (General)

14. 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)

15. Consideration of a Motion to Adjourn



CITY OF STATESBORO
COUNCIL MINUTES
MARCH 4, 2025

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

Councilmember Paulette Chavers gave the Invocation and led the Pledge of Allegiance.

ATTENDANCE

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Tangie Johnson	Councilmember	Present	
Paulette Chavers	Councilmember	Present	
Ginny Hendley	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 Affairs Manager Layne Phillips, City Attorney Cain Smith and City Clerk Leah Harden

3. Public Comments (Agenda Item): None

4. Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

- a) 02-18-2025 Work Session Minutes
- b) 02-18-2025 Council Minutes
- c) 02-18-2025 Executive Session Minutes

A motion was made to approve the consent agenda.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Tangie Johnson
AYES:	Johnson, Chavers, Hendley, Riggs, Barr
ABSENT:	

5. Consideration of a motion to approve a Memorandum of Understanding with St. Joseph’s Candler (SJC) to provide oncology services to disadvantaged individuals in the Statesboro area.

A motion was made to approve a Memorandum of Understanding with St. Joseph’s Candler (SJC) to provide oncology services to disadvantaged individuals in the Statesboro area.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Tangie Johnson
SECONDER:	Councilmember Ginny Hendley
AYES:	Johnson, Chavers, Hendley, Riggs, Barr
ABSENT:	

6. Consideration of a motion to approve an award of contract in the amount of \$246,306.00 to Tim Lanier Construction LLC for Anderson Street Roadway Improvements. The project will be paid from 2023 TSPLOST funds.

A motion was made to approve an award of contract in the amount of \$246,306.00 to Tim Lanier Construction LLC for Anderson Street Roadway Improvements. The project will be paid from 2023 TSPLOST funds.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Tangie Johnson
AYES:	Johnson, Chavers, Hendley, Riggs, Barr
ABSENT:	

7. Other Business from City Council

Mayor Pro Tem Shari Barr encouraged everyone to get out and vote.

8. City Managers Comments

City Manager Charles Penny reviewed a few items in the FYI packet the first item is the Statesboro Fire Department in partnership with the American Red Cross will be conducting a Smoke Alarm Blitz on Saturday March 29, 2025. The focus area is Kingswood Ave, Lydia Ln and Wilburn Cir. Second item is that thanks to hiring bonuses the Police Department has been able to eliminate vacancies, which leads to the discontinuation of these bonuses effective March 1, 2025. The third item is about the new fire truck, which was recently inspected in Ohio and is due to arrive this month. The last item Mr. Penny addressed in the FYI packet was an issue an elderly customer had with their water bill. There were six months of significantly high usage that totaled over \$4,000. There was a leak in the upstairs bathroom, which caused the increase. Per city policy staff can only adjust three months’ worth of the utility bill. Mr. Penny asked for council’s approval to be able to adjust the remaining three months.

Mr. Penny recognized Director of Public Utilities Steve Hotchkiss for his 36 years of service before his retirement in June. He also announced the resignation of Public Works and Engineering Director John Washington.

A motion was made to approve the City Manager’s request to provide relief for the citizen in regards to her water bill.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Paulette Chavers
SECONDER:	Councilmember Tangie Johnson
AYES:	Johnson, Chavers, Hendley, Riggs, Barr
ABSENT:	

Mr. Penny stated the City of Statesboro has provided fire protection in the fire district for more than 47 years. Since the last Fire Committee meeting on January 30, 2025, there has been quite a bit of information out there and some of it is misinformation. Mr. Penny stated that Fire Chief Tim Grams asked if he could publicly share some information to make sure the public has the correct information. He called on Chief Grams to make a presentation.

Statesboro Fire Chief Tim Grams began by saying, “the Fire District has been the center of a lot of conversations over the past few weeks and I have received a lot of questions regarding the recent decision made by the Bulloch County commissioners to take over responsibility of providing fire services within the Fire District. The Statesboro Fire Department is disappointed that we will no longer be providing services within the Fire District after June 30, 2025. The department respects the County’s decision and we truly hope they are successful in their endeavor. My intentions today are not to debate this decision nor to persuade the Commissioners to reconsider but rather share some facts, provide information, and correct some inaccurate information being circulated. I also want to reassure the citizens of Statesboro that the county’s decision will not affect their service levels within the city.”

Chief Grams began his presentation by beginning with a general overview: At the December 3rd Bulloch County Commissioner’s meeting the board voted unanimously to terminate the Statesboro Fire District agreement. The City was not aware nor given any prior notice of the county’s intentions to terminate the agreement. No concerns regarding fire service delivery were communicated prior to terminating the agreement. The Bulloch County Fire Chief stated that the current agreement was “not Bulloch County Friendly”. The current millage rate for the Statesboro Fire District is 2.7 mills and the rate for the Bulloch County Rural Fire District is 3 mills. The Statesboro Fire Department currently hold a “Flat” Class 2 ISO PPC where the County Fire Department holds a “Split” Class 4/4Y ISO PPC. The Bulloch County Fire Chief also mentioned that the current agreement did not allow Bulloch County to build fire stations in the Fire District. This was intended to prevent duplication of services and could have been addressed if the county had communicated its intentions of assuming responsibility for the Fire District. The county indicated on numerous occasions that they had no plans to assume responsibility for the Fire District when asked directly by the City. Additionally the county did not raise any concerns when asked if there were any issues and/or problems regarding fire service delivery within the Fire District. At the January 30th Fire District Committee meeting the County presented a plan that would split the fire district. The county would cover the northern portion of the Fire District and the City would cover the southern portion. In addition, the county would receive 52% of revenues leaving 48% to the city. The city had no prior knowledge that this plan was being presented and the county wanted a decision by the City as to whether they would or would not accept the plan by February 17th. This was not adequate time for the City to review the County’s proposal and discuss with City Council.

The Insurance Services Office (ISO) is a private company that provides data, underwriting, and risk management to insurance companies. ISO assigns a Public Protection Classification (PPC) score of 1 (Exceptional Fire Protection) through 10 (Unprotected). PPC scores are based on the following criteria, Emergency communications, Fire Department capabilities, and water supply. There are two type of classifications “Flat” and “Split” A “flat” classification (2) means that all properties within 5 road miles of a fire station receives the ISO classification regardless of the property’s proximity to a credible water source. A “split” classification (4/4Y) means that properties within 5 road miles of a fire station must also be within 1000 feet of a creditable water source in order to receive the Class 4 and properties within 5 road miles of a fire station that are not within 1000 feet of a creditable water source receive the 4Y.

There have been a tremendous amount of inaccurate and misleading information disseminated which has led to confusion within the community. During the County’s Town Hall meeting on February 25th it was stated that there is no clause in

the agreement that allows us to renegotiate the terms. The only way to renegotiate was to terminate the agreement. On the contrary, the agreement allows terms to be amended by written approval of both parties and either party may terminate the agreement prior to the expiration date of the five-year term by providing twelve months' written notice of termination to the other party. Another statement was "the price per call in the fire district was approximately \$6000. This on top of automatic aid makes the cost prohibitive to continue the agreement."

The \$6000 per call is a misleading representation of the services and benefits received. Lower insurance premiums because of ISO classification, response times, and property loss vs. property saved, community education, and risk reduction are all factors when considering the value of fire service levels. Regardless of which fire department services the fire district, the funding generated vs the number of fire calls are going to be the same. The current Automatic Aid agreement between the city and county is separate from the Fire District Agreement. In 2024, there were 64 structure fires in the city and 25 in the fire district. No tankers from Bulloch County responded within the fire district engines only. In addition, Statesboro responded to 52 structure fires in Bulloch County outside the fire district of those 24 were cancelled while enroute, of the remaining 28, Statesboro arrived on the scene first and/or initiated the primary fire attack on 9 which equates to 32%.

One commissioner stated, "We have been talking about this for years, the city knew this was coming". In October 2022 during the Fire District committee meeting City Manager Charles Penny addressed rumors regarding the County having an interest in taking over the Fire District. The county manager at the time Tom Couch stated, "if the county decided to pursue the Fire District in the future there would be a great deal of notice given." In addition, Chairman Thompson stated "we have enough on our plates trying to build up the rural fire district and the only way the county would pull away from the agreement would be if the City make us by no longer wanting to provide the service. While Mr. Couch and Mr. Thompson are no longer with the County, the City was under the impression that the County had no desire to pursue assuming responsibility for the Fire District. There have been accusations that the Statesboro Fire Department has not been providing all the services per the agreement (i.e. fire inspections). Back in 2019, the city expressed concerns about the need for fire prevention and protection ordinances within the Fire District in order to conduct fire inspections as well as better define the Statesboro Fire Department's authority to enforce fire codes within this area. The county elected not to pursue this recommendation and chose to assume the responsibility for fire code enforcement within the Fire District. Current Bulloch County Chairman suggested that the City's motives regarding servicing the Fire District have been for financial gain and that the City has no desire to help the county. The Statesboro Fire Department has always provided the highest level of services within the Fire district with the only motive being to protect life and property. During the January 30th Fire Committee Meeting it was said that the County needed the funding for the Fire District in order to build up fire services throughout the county.

Mayor McCollar stated that negotiations have not taken place between the city and the county about the fire district. When we arrived at the January 30th meeting the county told us what their plans were and gave us about two weeks to respond to their plan. After assessing the proposed plan, the city's response was that two weeks is not enough time for Council and staff to get on the same page and we will discuss it at the retreat in March.

Mayor Pro Tem asked if automatic aid was a part of the Fire District agreement.

Fire Chief Grams answered no; automatic aid is a separate agreement.

Mayor Pro Tem asked further about the agreement what's going to happen with it, when does it expire and what's going to happen June 30th with that agreement.

Fire Chief Grams stated the automatic aid agreement automatically renews unless canceled before June 30 2025. When it was very beneficial throughout county for all citizens in both departments. If we are no longer serving the fire district it may not be in the City's best interest to continue automatic aid. However, I am an advocate of maintaining a Mutual aid agreement because both departments are going to experience incidents that are beyond their capabilities. We certainly want to maintain a good working relationship with the county.

City Manager Charles Penny stated he recommends that we not continue automatic aid. If the city were not protecting the fire district automatic aid would mean that the citizens of Statesboro would be subsidizing fire protection in the county. We will have further discussion about automatic aid at the Council Retreat next week.

9. Public Comments (General):

Annie Bellinger stated she has been in the Johnson Street neighborhood for many years and spoke her efforts to keep the Johnson Street area drug free. She expressed frustration over attempts to remove her from the area. She stated she is going to remain in the neighborhood and continuing to work to keep the drugs out.

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

At 10:10 am a motion was made to enter into Executive Session.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Mayor Pro Tem Shari Barr
AYES:	Johnson, Chavers, Hendley, Riggs, Barr
ABSENT:	

At 10:20 am a motion was made to exit Executive Session

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Tangie Johnson
AYES:	Johnson, Chavers, Hendley, Riggs, Barr
ABSENT:	

11. Consideration of a Motion to Adjourn

A motion was made to adjourn.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Ginny Hendley
AYES:	Johnson, Chavers, Hendley, Riggs, Barr
ABSENT:	

The meeting was adjourned at 10:20 am.

Jonathan McCollar, Mayor

CITY OF STATESBORO

COUNCIL

Tangie Johnson, District 1
Paulette Chavers, District 2
Ginny Hendley, 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 and Leah Harden, City Clerk

From: Justin Williams, Planning & Housing Administrator

Date: March 7, 2025

RE: March 18, 2025 City Council Agenda Items

Policy Issue: *Unified Development Code: Variance Request*

Recommendation: Planning Commission recommends Approval of the Variance requested by V 25-01-03.

Background: Whitfield Signs requests a variance from Table 2.5.3-C of the Unified Development Code in order to place a 520.5 square foot sign on a building located at 152 Northside Drive East (Tax Parcel # MS84 000003A001).

Budget Impact: None

Council Person and District: Barr (District 5)

Attachments: Development Services Report V 25-01-03



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)

V 25-01-03 ZONING VARIANCE REQUEST	
LOCATION:	152 Northside Drive East
EXISTING ZONING:	MX (Mixed Use)
ACRES:	6.92 acres
PARCEL TAX MAP #:	MS84 000003A001
COUNCIL DISTRICT:	District 5 (Barr)
EXISTING USE:	Vehicle Repair Shop
PROPOSED USE:	Vehicle Repair Shop

PETITIONER Katie Brown; Whitfield Signs
ADDRESS 31 South College Street; Statesboro GA, 30458

REPRESENTATIVE SAME AS ABOVE
ADDRESS SAME AS ABOVE

PROPOSAL
<p>The applicant originally requested a variance from Table 2.5.3-C in order to place a 520 square foot building sign at 152 Northside Drive. The applicant has amended the request to allow for an approximately 316 square foot sign on this site.</p>
STAFF/PLANNING COMMISSION RECOMMENDATION
<p><u>V 25-01-03 – CONDITIONAL APPROVAL</u></p>

Case # V-25-01-03

152 Northside Drive east
Parcel: MS8400003A001

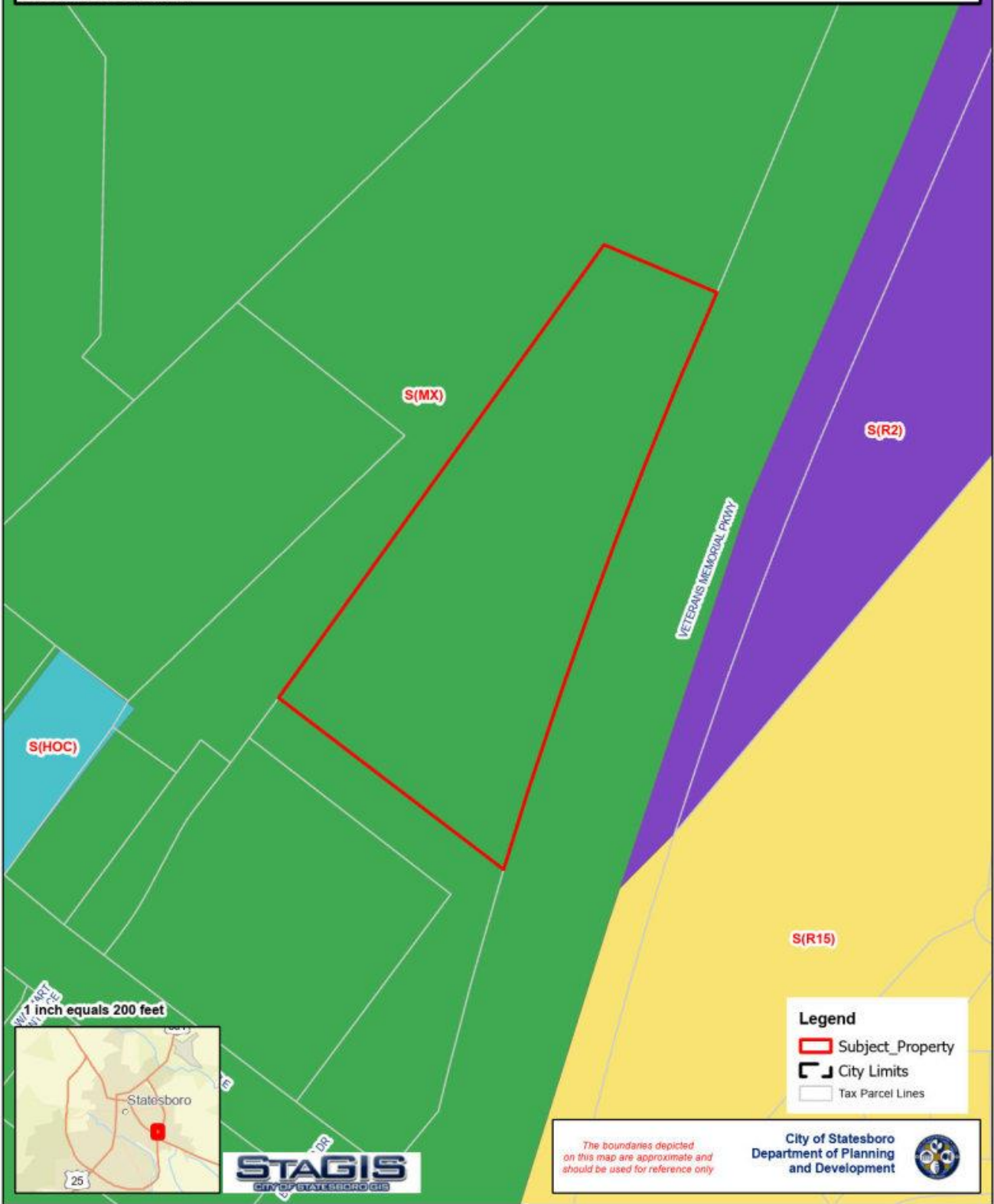
Location Map



Case # V-25-01-03

152 Northside Drive east
Parcel: MS84000003A001

Zoning Map



The boundaries depicted on this map are approximate and should be used for reference only

City of Statesboro
Department of Planning
and Development

Case # V-25-01-03

152 Northside Drive east
Parcel: MS84000003A001

Future Land Use Map



Activity Centers /
Regional Centers

Developing
Neighborhood

VETERANS MEMORIAL PARKWAY

Parks /
Conservation

1 inch equals 200 feet



Legend	
Subject_Property	Emerging Business Area
The Future Lanes	Established Residential Neighborhood
FutureLanduseLayer_Dissolve	Neighborhood Center
Character_Areas	Parks / Conservation
Activity Centers / Regional Centers	Redevelopment Area
Developing Neighborhood	University District
Downtown District	

The boundaries depicted on this map are approximate and should be used for reference only

City of Statesboro
Department of Planning and Development



SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	Location Area #1: MX (Mixed Use)	Vacant Land
Northeast	Location Area #2: R-2 (Townhouse Residential)	Townhouse Subdivision
East	Location Area #3: R-2 (Townhouse Residential)	Townhouse Subdivision
Northwest	Location Area #4: MX (Mixed Use)	Vacant Land
Southeast	Location Area #5: MX (Mixed Use)	Vehicle Dealership
South	Location Area #6: MX (Mixed Use)	Vehicle Repair Shop
Southwest	Location Area #7: MX (Mixed Use)	Restaurant
West	Location Area #8: MX (Mixed Use)	Vacant Land

SUBJECT SITE

The subject site is a 6.92-acre lot currently being developed as an expansion of the existing dealership as the Franklin Collision Center. The applicant intends to place a sign on the property that is substantially larger than generally allowed in sign district 2. Following the initial Council meeting for this item, the applicant has substantially reduced the size of the requested sign.

The *City of Statesboro 2024 Comprehensive Master Plan* designates the subject site as a part of the “Activity/Regional Center” character area, which generally calls pedestrian oriented shopping, high-density residential development, office and entertainment. It does not make distinction on signage.

ENVIRONMENTAL SITE ANALYSIS

The subject property is not in a special flood hazard area, and does not contain wetlands. At this time, the property would be restricted by the GDOT Highway for freestanding signage, but it is not contemplated on the site at this time.

COMMUNITY FACILITIES AND TRANSPORTATION

The developing property is being constructed with a direct access provided by an easement onto the property.

ZONING VARIANCE STANDARDS OF REVIEW

The *Statesboro Unified Development Code* provides for the award of variances by the City Council from the zoning regulations. Section 2.7.4 of the *Unified Development Code Ordinance* states that the Mayor and Council shall consider the following criteria:

- 1. There are special conditions pertaining to the land or structure in question because of its size, shape, topography, or other physical characteristic and that condition is not common to other land or buildings in the general vicinity or in the same zoning district;**
 - The property does not contain direct access to Veterans Memorial Parkway, as the property sits in an area with restricted ingress/egress onto the bypass.
- 2. The special conditions and circumstances do not result from the actions of the applicant;**
 - The applicant would be allowed up to 350 square feet of **total** signage on the site. Building signs specifically allow only up to 150 square feet of signage. While 350 feet as a total may be acceptable due to the building’s placement on the site, above 500 square feet is deemed excessive. Since the initial application, the applicant has reduced the request to 316 feet.
- 3. The application of the ordinance to this particular piece of property would create an unnecessary hardship;**
 - While the location and size of the building would warrant a larger square footage than traditionally allowed, the size of the signage originally proposed is far larger than generally acceptable in the City. The distance

from the existing roadway is fairly large due to GDOT right of way and associated restrictions. from this Revisions to the request are more in line with acceptable request.

4. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the zoning regulations.

- The sign would be isolated, and the general placement would allow for visibility on Veterans Memorial Parkway.

In analyzing all requests, care should be taken to ensure that development remains consistent with the *Statesboro Comprehensive Plan* and the *Statesboro Zoning Ordinance* and that serve to mitigate negative effects of the use to the surrounding area's character, uses, and zones.

- The proposed signage has no correlation with the subject site's character area "Activity/Regional Center" as stated in the *2024 Comprehensive Master Plan* since signage is not determined outside of the Zoning Ordinance.

Subject Property



Eastern Property



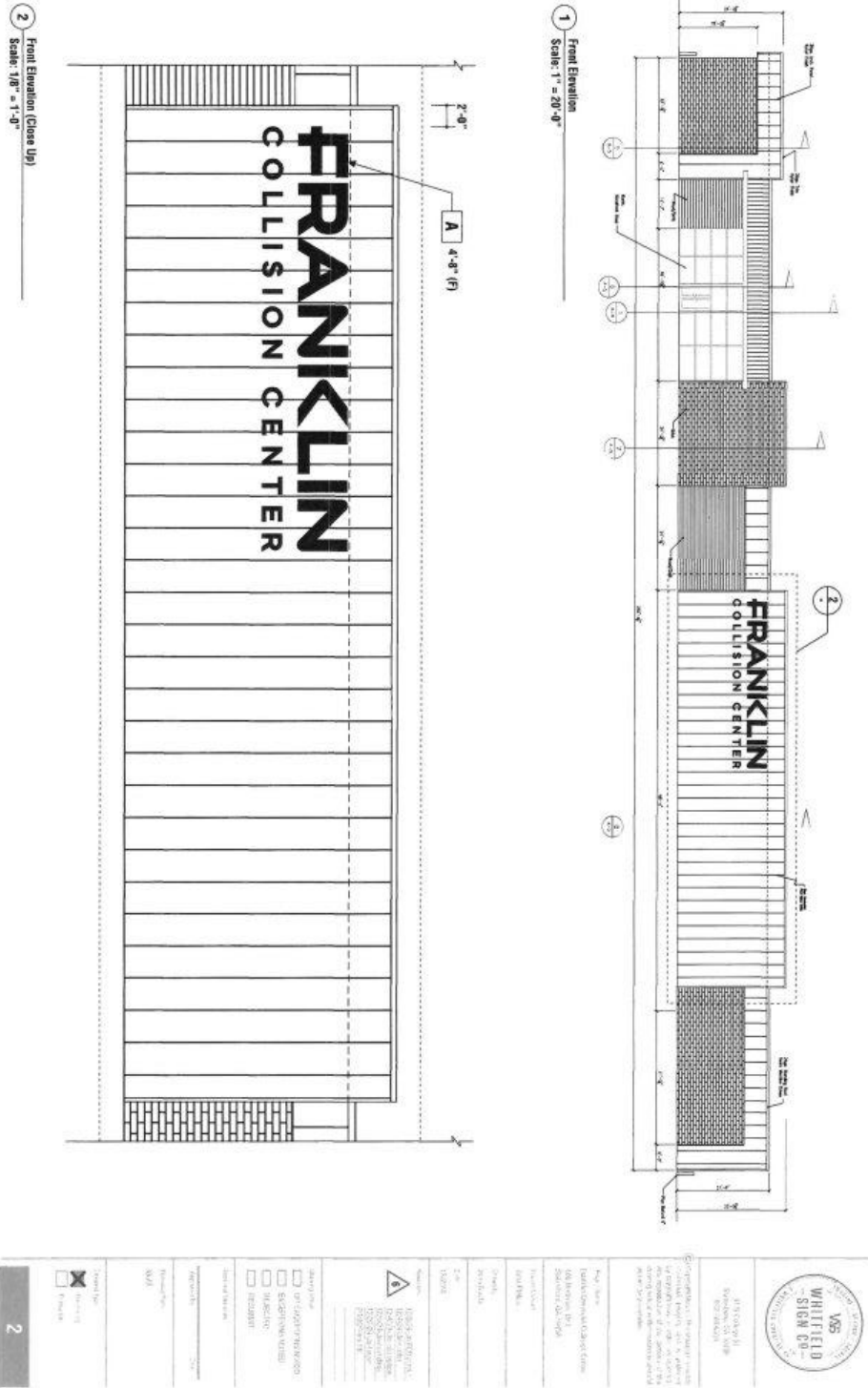
Western Property



Southern Property



Signage Example



STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **Approval of V 25-01-03**. 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 variance does not grant the right to place signage. A completed sign application must be submitted before approval.
- (2) Additional signage may not be approved unless granted a variance, due to the square footage exceeding the allowances generally outlined in the Unified Development Code.

At the regularly scheduled meeting of the Planning Commission on February 4, 2025, the Commission recommended denial of the request and staff conditions with a 6-0 vote.

At the regularly scheduled meeting of the City Council on February 18, 2025, the City Council deferred the request for revision to the Planning Commission.

At the regularly scheduled meeting of the Planning Commission on March 4, 2025, the Commission recommended approval of the request and conditions with a 4-0 vote.

CITY OF STATESBORO

COUNCIL

Tangie Johnson, District 1
Paulette Chavers, District 2
Ginny Hendley, 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: City Manager Charles Penny & City Clerk Leah Harden

From: Jennifer Joyner, Tax & License Coordinator

Date: March 11, 2025

RE: Sports Bar Grill & Lounge

Policy Issue: Mayor and Council shall approve application in accordance with City of Statesboro Alcohol Ordinance Chapter 6 Sec 6-1 3(a)

(a) No new alcoholic beverage license to sell, dispense, pour or offer to sell, dispense or pour any distilled spirits, alcoholic beverages, wine, beer, or malt beverages within the corporate limits of the City of Statesboro shall be issued to a new owner or new location until the application has been approved by the mayor and city council after a public hearing.

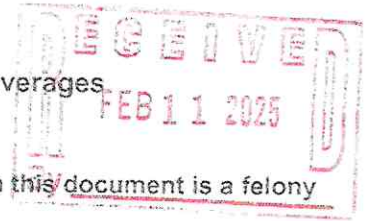
Recommendation: Planning and Development, Fire, Police, Legal, Building and Engineering recommended approval.

Budget Impact: None

Council Person and District: Paulette Chavers, District 2

Attachments: Application and Department Approvals

Application for License to Sell Alcoholic Beverages
City of Statesboro, Georgia



Please be advised that knowingly providing false or misleading information on this document is a felony pursuant to O.C.G.A. § 16-10-20 which states:

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

The undersigned applicant hereby applies to the City of Statesboro, Georgia for a license to sell alcoholic beverages within the corporate limits of the City of Statesboro. A non-refundable \$200 application fee must be tendered with the application. (cash, credit card, certified check, or money order made payable to City of Statesboro)

Date application was received by tax/license office: _____

1. Business Trade Name: Sports Bar Grill & Lounge
D/B/A Name

2. Applicant's Name: Cynthia Rich Wilson
Name of partnership, llc, corporation, or individual

3. Business Physical Address: 2390 Northside Drive West
Statesboro, GA. 30458

4. Business mailing address: 44 Morris Street
Statesboro, GA 30458

5. Local business phone number: 912-324-4218

Corporate office phone number: _____

6. Name of Manager: Cynthia Rich Wilson
Person responsible for alcohol licensing issues

7. Phone number for manager: _____

8. Email address for manager: _____ S'boro, GA 30458

9. Address of manager: _____

10. Purpose of application is:

New Business New Owner

Previous owner's name: _____

If the business name has changed, list previous name: _____

If the business address has changed, list the previous address: _____

11. Indicate where the business will be located:

- _____ Above ground
- _____ Street or ground floor level

Section 6-10(D) Any person within the City of Statesboro who works as a bouncer, either as an employee, agent, or subcontractor whose responsibilities in an establishment that is licensed to sell alcoholic beverages for on-premises consumption shall have their alcoholic beverage security permit on their person at all times while acting as an employee, agent or subcontractor of the licenses. An alcoholic beverage security permit shall be readily available for inspection upon the request of any Statesboro Police Department Officer, City Code Enforcement Officer, or the City Manager/his designee.

12. Type of Business: _____ Individual _____ Corporation _____ Partnership LLC

Complete **EITHER** numbers 13, 14, and 15 **OR** 16, 17, and 18 in the section below:

13. If applicant is an individual: Attach a copy of the trade name affidavit.

Full Legal Name: _____ Phone #: _____

Home Address: _____

Have you completed the financial affidavit attached to this application? _____

14. If applicant is a partnership, LLC, or LLP: Attach trade name affidavit. If an LLC or LLP, attach a copy of certificate of LLC or LLP as filed with the Clerk of Superior Court and trade name affidavit, a copy of your operating agreement and/or partnership agreement, as well as other documents listed below that establish ownership rights of members or partners.

Name & address of partnership, LLC, or LLP: _____

Do you have an operating or partnership agreement for the LLC, LLC, or partnership? _____

If not, what documents establish the ownership rights of the members/partners? _____

15. Members of LLC and/or partners:

Full Legal Name: _____ Phone #: _____

Home Address: _____

Full Legal Name: _____ Phone #: _____

Home Address: _____

Full Legal Name: _____ Phone #: _____

Home Address: _____

Has each member/partner completed a financial affidavit to attach to this application? _____
(Attach additional pages if necessary)

Corporation/Stockholders: All corporate applicants who are corporations shall list the names and addresses of all stockholders and the percentage of stock owned by each. If a named stockholder therein is another corporation, the same information shall be given for the Stockholding Corporation. If, during the life of the license, the identity of the stockholders or their percentage of ownership should change, that information shall be sent to the Finance Department.

16. If applicant is a corporation: Attach a copy of the articles of incorporation, trade name affidavit, current annual corporation registration with the Georgia Secretary of State, as well as the bylaws, the shareholders agreement, and other documents listed below that identify ownership rights.

Name of Corporation: _____

Home Office address: _____

Mailing address (if different): _____

Date & Place of incorporation: _____

Do you have a shareholders agreement?: _____

If not, what documents establish the ownership rights of the shareholders? _____

17. Officers:

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

****Attach additional pages if necessary****

18. Stockholders: (if different than officer names)

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Attach additional pages if necessary

Has each shareholder completed the financial affidavit attached to this application? _____

19. If there is any individual or officer who has resided at his/her current address LESS THAN 5 years, complete the information below:

Name: _____ Phone #: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Name: _____ Phone #: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Name: _____ Phone #: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

20. Name & address of owner of the property (land & building) where the business will be located:

Todd Mackintosh

2390 Northside Dr.

21. Is the commercial space where the business is to be located rented or leased? yes

If yes, state name and address of lessor or landlord, and provide a copy of the lease with this application:

22. Does any person or firm have any interest in the proposed business as a silent, undisclosed partner or joint venture; or has anyone agreed to split the profits/receipts from the proposed business with any persons, firm, company, corporation, or other entity? no

If yes, provide name of person/firm, address, and amount of percentage of profits or receipts to be split:

23. Is there anyone connected with this business that is not a legal resident of the United States and at least 21 years of age? no

If yes, give full details on a separate sheet of paper.

If anyone connected with this business is not a US Citizen, can they legally be employed in the United States?

If yes, please explain on a separate sheet of paper and submit copies of eligibility.

24. Is there anyone connected with this business that has applied for a beer, wine, and/or liquor license from the City of Statesboro or other city/county in the State of Georgia, or other political subdivision and been denied such? no

If yes, please provide details on a separate sheet of paper.

25. Is there anyone connected with this business who holds another alcohol license in any retail category or any license under any wholesale category? no

If yes, please provide details on a separate sheet of paper.

26. Is there anyone connected with this business that has been convicted within 15 years immediately prior to the filing of this application with any felony or for whom outstanding indictments, accusations, or criminal charges exist charging such individual with any of such offenses and for which no final disposition has occurred?

no

If yes, please provide details on a separate sheet of paper.

27. Is there anyone connected with this business that has been convicted within 5 years immediately prior to the filing of this application of the violation of any state, federal, or local ordinance pertaining to the manufacture, possession, transportation or sale of malt beverages, wine, or intoxicating liquors, or the taxability there of a crime involving moral turpitude or of a crime involving soliciting for prostitution, pandering, gambling, letting premises for prostitution, keeping a disorderly place, the traffic offense of hit and run or leaving the scene of an accident or any misdemeanor serious traffic offense? no
If yes, please provide details on a separate sheet of paper.
28. Is there anyone connected with this business that has been convicted for selling alcohol to an under-age person within the last 3 year period? no
If yes, please provide details on a separate sheet of paper.
29. Is there anyone connected with this business that is an official or public employee of the City of Statesboro, any State or Federal agency, or whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity? no
If yes, please provide details on a separate sheet of paper.
30. Have you or the applicant had any vehicles, trailers, or property belonging to you or the company in which you or any of such persons have or had an interest in ever been seized, condemned or forfeited as contraband by the State of Georgia or the United States for the reason the same was being used or intended for the use in criminal activities? no
If yes, please provide details on a separate sheet of paper.
31. Will live nude performances or adult entertainment be a part of this business operation? no
If yes, the City of Statesboro Ordinance 6-164 prohibits alcohol in an establishment having adult entertainment.

I, _____, solemnly swear, subject to the penalties O.C.G.A. sec 16-10-20 as provided above which I have read and understood, that all information required in this application for license to sell alcoholic beverages and supporting documents is true and correct to the best of my knowledge and I fully understand that any false information will cause the denial or revocation of any alcohol license issued by the City of Statesboro license. I also fully understand that knowingly providing false information under oath in this affidavit will subject me to criminal prosecution and possible imprisonment.

Cynthia R. Wilson
Print full name as signed below

[Signature]
Signature of applicant

Title

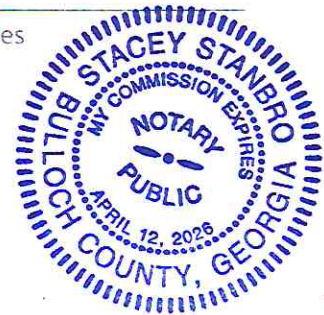
2-10-25

Date

Sworn and subscribed before me this 10 day of Feb, 2025

[Signature]
Notary Public

4/12/26
My commission expires



Calculation of Basic License Fee

For Calendar Year: 2025

Classification:	Mark all that apply	License Fee
1. A. Package Sales (Beer & Wine)	_____	\$1750
B. Package Sales (Distilled Spirits)	_____	\$5000
Location Reservation	_____	N/A
2. On Premise License Types		
A. Bar	_____	\$4300
B. Bar with Kitchen	_____	\$4300
C. Event Venue	_____	\$2500
D. Low Volume	_____	\$750
E. Pub	_____	\$5600
F. Restaurant	<input checked="" type="checkbox"/> _____	\$2800
3. Caterer	_____	\$200
4. Brewer, manufacturer of malt beverages only	_____	\$1750
5. Broker	_____	\$1750
6. Importer	_____	\$1750
7. Manufacturer of Wine only	_____	\$1750
8. Sunday Sales Permit	<input checked="" type="checkbox"/> _____	\$300
9. In Room Service Permit	_____	\$150

Total Due: \$ _____

Sports Bar Grill & Lounge
Cynthia R. Wilson
2390 Northside Dr. West

Please enter your recommendations and comments with your full name.

Alcohol License Review

Department Full Name Recommendation Comments

Planning & Development	Jermaine Foster	Approved	02-12-2025 Applicant submitted their proximity survey
Fire Department	Noel Small	Approved	3-12-2025
Police Department	Jared Akins	Approved	No reason for denial based on documentation provided
Legal	Cain Smith	Approve	

CITY OF STATESBORO

COUNCIL

Tangie Johnson, District 1
Paulette Chavers, District 2
Ginny Hendley, 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

From: Jason Boyles, Assistant City Manager

Date: March 13, 2025

Re: Amended Intergovernmental Agreement with Brooklet Related to Wastewater Service

Policy Issue: Legal/Agreements

Recommendation:

Consideration of a motion to approve an amended Intergovernmental Agreement (IGA) with the City of Brooklet to allow for an increase in sewer treatment services.

Background:

Since the adoption of the Intergovernmental Agreement with the City of Brooklet in July 2023 for the treatment of sewer, Brooklet has been in discussion with the Bulloch County Board of Education (BOE) regarding potential service to the new Southeast Bulloch High School. The BOE has indicated their engineer's estimate for sewer capacity needs is approximately 150,000 Gallons Per Day (GPD). Therefore, Brooklet is requesting an increase in treatment capacity with Statesboro of 150,000 GPD. The recommended amended IGA maintains conditions and rates stated in the original IGA but increases the maximum available capacity from 300,000 GPD to 450,000 GPD.

Budget Impact: Annual Increase in Sewer Revenues

Council Person and District: None

Attachment: Amended and Restated Intergovernmental Agreement

Cc: Cain Smith, City Attorney

**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BY AND
BETWEEN THE CITY OF BROOKLET, GEORGIA AND THE CITY OF
STATESBORO, GEORGIA FOR WASTEWATER TREATMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, by and between the **CITY OF BROOKLET, GEORGIA**, a municipal corporation organized and existing under the laws of the State of Georgia (hereinafter “**Brooklet**”), and the **CITY OF STATESBORO, GEORGIA**, a municipal corporation organized and existing under the laws of the State of Georgia (hereinafter “**Statesboro**”).

W I T N E S S E T H :

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia provides, in pertinent part, that a county, school district, or other political subdivision of the State of Georgia may contract with one another for the provision of services, and for the use of facilities which the County, school district or other political subdivision is authorized by law to provide, for a term not to exceed 50 years; and

WHEREAS, Statesboro owns and operates a Wastewater Treatment Plant, herein called “WWTP”, for the treatment of sanitary wastewater sewage; and

WHEREAS, Brooklet is constructing a wastewater treatment system, and in connection therewith, has received a matching grant from the State of Georgia in the amount of \$2,031,000 for such purposes, which will necessitate the financing of the portion of the project for the match required by the grant, and perhaps additional funds, all of which shall be sufficient only to construct the necessary infrastructure for a wastewater treatment system without constructing a wastewater treatment plant; and

WHEREAS, Brooklet ultimately hopes to construct a wastewater treatment plant in the future if there is a sufficient customer base provided by growth that is anticipated to occur in the area; and

WHEREAS, Brooklet and Statesboro previously entered into an Intergovernmental Agreement for wastewater treatment dated July 23, 2023, which the parties desire to amend and restate in its entirety; and

WHEREAS, Statesboro has agreed, pursuant to the terms and provisions of this Intergovernmental Agreement, to treat the sewage generated by Brooklet’s wastewater treatment system, not to exceed 100,000 gallons per day initially and not to exceed 300,000 gallons per day within 5 years from the effective date of this Intergovernmental Agreement, and not to exceed 450,000 gallons per day absent written approval by Statesboro, provided that no Industrial Users or Contributors will be allowed to connect to Statesboro’s system (via Brooklet) under this Intergovernmental Agreement, without Statesboro’s express written consent, and Statesboro shall, subject to the terms and provisions of this Intergovernmental Agreement, continue to provide such service until such time that Brooklet constructs its own wastewater treatment plant or is provided access to another wastewater treatment plant.

NOW THEREFORE, for and in consideration of good and valuable consideration described herein, together with the mutual and reciprocal benefits flowing to each of the parties hereto, the parties do hereby agree as follows:

-1-

Definitions.

For the purpose of this Intergovernmental Agreement, the words, terms and abbreviations used herein shall have the meanings, unless the context specifically indicates otherwise, as set out and defined in Chapter 82 of the Code of Ordinances of Statesboro, “ARTICLE IV.-SEWER SERVICE”, (hereinafter referred to as “Sewer Ordinance”) as amended from time to time.

-2-

Effective Date, Term and Termination.

This Intergovernmental Agreement shall be effective as of the 20th day of July, 2023, and shall have a term of 50 years from said effective date, unless sooner terminated as follows:

- a. There is no longer a wastewater treatment plant operated for the benefit of the citizens of Statesboro;
- b. Brooklet notifies Statesboro that it is either unable to obtain the requisite financing to construct a wastewater treatment system (to include Aid to Construction Fees provided for in paragraph 8 of this Agreement) or is unable to obtain from Bulloch County the requisite easement along the S & S Greenway Trail adjacent to Josh Hagin Road owned by the County to connect to Statesboro’s wastewater treatment system; or
- c. Brooklet provides at least 90 days notice to Statesboro that it has either constructed its own wastewater treatment plant, or that it has access to another wastewater treatment plant to treat sewage discharged from its wastewater treatment system, and that Brooklet is desirous of terminating this intergovernmental agreement effective as of a certain date.

-3-

Compatibility of Brooklet’s System and Statesboro’s System.

Because Brooklet’s wastewater treatment system shall be tied into and must be compatible with Statesboro’s system, Brooklet and Statesboro agree to the following:

- a. Statesboro’s Approval of Plans and Specifications.

Statesboro has, prior to the beginning of construction of Brooklet’s wastewater treatment system, approved the plans and specifications under which such system shall be constructed.

- b. Statesboro’s Approval of Brooklet’s Sewer Ordinance.

Brooklet has adopted a sewer ordinance substantially similar to Statesboro, and Statesboro has approved the language contained therein.

c. Compliance with Applicable Laws.

In the construction, maintenance and operation of its wastewater treatment system, Brooklet agrees to comply with all State and Federal laws.

d. Enforcement of Sewer Ordinance.

Brooklet agrees to enforce its sewer ordinance, as adopted and/or amended, as contemplated in subparagraph b above.

e. Customer Outside Brooklet's City Limits.

In the event there is a sewer customer located outside of the municipal boundaries of Brooklet, as may be amended from time to time, but within Brooklet's Service Delivery Area for sewer as set forth in the applicable Service Delivery Strategy Agreement by and among Bulloch County and its municipalities, and Brooklet is not desirous of serving such customer for any reason, including, but not limited to, logistical or financial reasons, Statesboro may serve such customer if it obtains the approval of Brooklet, which approval shall not be unreasonably withheld. Any such approvals under this paragraph shall be in writing.

-4-

Discharge Limitations.

It is understood by and between Brooklet and Statesboro that there is limited capacity in the WWTP, and therefore agree that Brooklet's right to discharge into Statesboro's WWTP shall be subject to the following limitations:

a. Brooklet's maximum flow rate to the WWTP shall not exceed 100,000 gallons per day at the initial start up. Brooklet's maximum flow rate to the WWTP shall not exceed 300,000 gpd until five years from the effective date of this Intergovernmental Agreement. Thereafter, Brooklet's maximum flow rate may continue to be increased up to a maximum of 450,000 gallons per day.

b. After the maximum of 450,000 gallons per day is reached, any new connections to the WWTP by Brooklet shall be prohibited unless sufficient capacity is available in all downstream conveyance and treatment facilities including, but not limited to, capacity for flow, CBOD and TSS, as determined by Statesboro. Any approval for additional connections that would increase flow rate over and above 450,000 gallons per day must be approved by Statesboro, which approval shall be in writing.

c. Brooklet shall not allow, without Statesboro's express written consent (such as in a case where pretreatment is available), any Industrial User or Contributor to connect to Brooklet's wastewater treatment system to the extent served by Statesboro's WWTP, it being understood and agreed that only residential customers discharging Normal Sewage and Commercial Users or Contributors shall be allowed to ultimately discharge into Brooklet's

wastewater treatment system being served by Statesboro's WWTP unless Brooklet obtains Statesboro's express written consent to the contrary.

-5-

Measuring Devices.

a. Brooklet agrees to provide and install an accurate sewage metering device that meets Statesboro's specification at a location approved by Statesboro in close proximity to the Five Points Roundabout and in a manner which will ensure the volume of all sewage flowing from Brooklet to the WWTP will be measured at the point where its sewage leaves Brooklet's system and connects to Statesboro's system to discharge to Statesboro WWTP. The measuring device shall be equipped with an automatic flow measuring and recording device. Brooklet shall convey ownership of the sewage metering device to Statesboro after it is installed in accordance with this paragraph. After ownership is conveyed, Statesboro shall maintain the sewage metering device.

b. The records and reports from such measuring device shall be kept and maintained by Statesboro, and shall be made available to Brooklet within a reasonable time upon written request.

c. In the event of failure of such measuring device for the purpose of determining charges pursuant to this Agreement, the daily measurement of flow will be determined as the average daily volume from the preceding three month period.

-6-

Testing and Sampling.

a. Sampling of sewage from Brooklet's sewage treatment system shall be reasonably carried out by customarily accepted methods in the industry as reasonably required by Statesboro.

b. Both parties will reasonably cooperate in performing such additional tests and sampling that is required by the State or Federal Agency having jurisdiction.

c. Testing and sampling required by this Agreement will be performed monthly at the expense of Brooklet at a state approved and certified laboratory.

d. Statesboro shall have the right, at all reasonable times, to inspect, examine, sample, and test all sewers and sewage of Brooklet.

e. Statesboro shall have the right to refuse to accept or treat sewage that is in violation of Statesboro's Sewer Ordinance.

-7-

Operations.

- a. Both parties will at all times use reasonable and diligent care to keep their sewer systems and water pollution control facilities in good operating condition.
- b. All parts of the WWTP and all records and accounts relating to the matters covered by this Intergovernmental Agreement and the applicable sewer ordinances, shall be made available for inspection by either party at any reasonable time.
- c. Both parties agree to reasonably cooperate with one another in the enforcement of their respective sewer related ordinances.
- d. Neither party shall be liable to the other for damages in the case of an operational or system failure not due to its negligence or which is caused by an event beyond its control.

-8-

Charges and Payments.

a. **Aid to Construction Fees.** For purposes of this section, determination of whether sewage flowing from Brooklet's wastewater treatment system is in excess of 100,000 or 300,000 gallons per day shall be determined by calculating the average daily volume from the preceding three-month period.

i. Brooklet shall pay to Statesboro a one-time Aid to Construction Fee in the amount of \$160,000.00 for the first 100,000 gallons per day (GPD) of capacity in Statesboro's WWTP, calculated as follows: $(\$1.60 \text{ per gallon}) \times (100,000 \text{ GPD}) = \$160,000.00$. One half of said amount, \$80,000.00, shall be paid within 90 days from the date of the Notice to Proceed from Brooklet to the applicable contractor that is awarded the bid to construct Brooklet's wastewater treatment system. The remaining one half, \$80,000.00, shall be paid on or before the date that sewage begins flowing from Brooklet's system to Statesboro's WWTP.

ii. Beginning with the date that the sewage flowing from Brooklet's wastewater treatment system to Statesboro's WWTP is in excess of 100,000 gallons per day but not greater than 300,000 gallons per day (GPD), Brooklet shall pay to Statesboro a one-time Aid to Construction Fee in the amount of \$640,000.00 for an additional 200,000 GPD of capacity, based upon the following calculation: $(\$3.20 \text{ per gallon}) \times (200,000 \text{ GPD}) = \$640,000.00$.

iii. Beginning with the date that the sewage flowing from Brooklet's wastewater treatment system to Statesboro's WWTP is in excess of 300,000 gallons per day, Brooklet shall either pay to Statesboro (1) the applicable Aid to Construction Fee applicable as the time of connection based on an increase in flow of increments of 25,000 gallons per day or (2) the applicable Aid to Construction Fee for each new connection to Brooklet's wastewater treatment system at time of connection. If Brooklet chooses the second option (the per connection option), the contributory load factor (gallons per day) shall be determined by the standards in Statesboro's Sewer Ordinance, and the amount shall be calculated at the applicable rate established in Statesboro's Schedule of Rates and Fees applicable at time of connection.

b. **Rate for Treatment.**

Statesboro shall charge Brooklet and Brooklet shall pay Statesboro during the term of this Agreement for the treatment of sewage from Brooklet's wastewater treatment system being treated at Statesboro's WWTP at a rate that is equal to one and one half times Statesboro's in city sewer rate for residential customers for 1000 gallons per day of sewer flow. Statesboro agrees to provide Brooklet at least 930 days notice of any change in the in city sewer rate for residential customers that affects the rate being charged to Brooklet so that Brooklet can make any needed change in the sewer rates to its customers.

-9-

Future Construction.

Statesboro shall be responsible for any future capital expenditures or investments necessary to provide adequate capacity for the distribution and treatment of sewage from Brooklet's wastewater treatment system to be treated by Statesboro's WWTP in accordance with this Agreement.

-10-

Brooklet Rate/Payment Covenant.

Brooklet agrees that at all times during the term of this Agreement that it shall establish and maintain sufficient sewer rates and charges to meet the payment obligations of Brooklet arising under this Agreement. Furthermore, the payment obligations of Brooklet arising under this Agreement shall constitute a general obligation for which the full faith, credit and taxing power of Brooklet are pledged. Notwithstanding the foregoing, Brooklet may make any payments due under this Agreement from any lawful available funds.

-11-

Remedies.

a. General remedies.

This Agreement may be enforced utilizing all remedies available at law or equity, including, but not limited to, breach of contract, specific performance and mandamus. It is agreed that jurisdiction and venue shall be in the Superior Court of Bulloch County. If Statesboro is the prevailing party in any such action, Statesboro shall be entitled to recover from Brooklet reasonable attorneys fees, which amount shall be determined and approved by the judge presiding over the action.

b. Nonpayment.

If, at any time during the term of this Agreement, Brooklet is in excess of thirty (30) days past the due date for making any payment due hereunder, a 10% late fee will be assessed. If Brooklet disputes the amount due, Brooklet may make the payment under protest, and the parties agree to reasonably cooperate with one another in an attempt to resolve the disputed amount. In the event the dispute is not resolved within ninety (90) days of such due date, either party may file an action in the Superior Court of Bulloch County to seek a

declaration or determination of the amount due. If, however, Brooklet is in excess of ninety (90) days past the due date for making any such payment hereunder, and has not paid the same under protest, Brooklet shall be deemed to be in breach of contract, and subject to the remedies set forth in subparagraph a above.

-12-

Severance.

In the event any court of competent jurisdiction declares any part or parts of this Agreement to be unlawful or unenforceable, such part or parts shall be severed from this Agreement, and the remaining part or parts shall remain enforceable in order to carry out the original purposes and intent of this Agreement to the extent reasonably practicable.

-13-

Merger and Amendments.

This writing constitutes the entire agreement by and between the parties. Any additions, deletions or amendments hereto shall be in writing, and dated subsequent hereto, to be enforceable.

-14-

Choice of Law.

This Agreement shall be construed under the laws of the State of Georgia.

-15-

No Waiver.

No failure of any party to exercise any power given under this Agreement or to insist upon strict compliance with any obligation specified in this Agreement, and no custom or practice at variance with the terms of this Agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this Agreement.

-16-

Equal Construction.

This Agreement shall be construed without regard to the identity of the person who drafted the various provisions hereof. Each provision of this Agreement shall be construed as though each party participated equally in its drafting. Consequently, both parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

Force Majeure.

Neither party shall be liable for any delay or failure in performance caused by fire; accident or casualty; lack or failure of transportation, power, source of supply, materials or labor; strike, lockout, or labor disputes or difficulty; floods and other natural catastrophes; war or acts of war or of a public enemy, civil riots or disturbances; governmental law, order, or regulation; or any other cause of like or different nature beyond its reasonable control, provided, however, that each party shall use its best efforts to avoid, remove, or remedy the affecting cause and shall resume performance as soon as may be possible after the cause ceases to exist.

Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (a) The party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (b) economic hardship.

Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other business disturbances shall be within the sole discretion of the party experiencing such disturbance. The party whose performance is prevented by Force Majeure must provide notice to the other party. Initial notice may be given orally; however, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written notice of Force Majeure to the other party, the affected party shall be relieved on its obligation, from the onset of the Force Majeure event, to the extent and for the duration of the Force Majeure, and the party affected by such Force Majeure shall not be deemed to have failed in such obligations during such occurrence or event.

Notices.

All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party.

Brooklet: City of Brooklet, 104 Church Street, P. O. Box 67, Brooklet, Georgia 30415, Attn.: Mayor, Nicky Gwinnett. Copy to City Clerk,: Lori Phillips, lori.phillips@brookletga.us.

Statesboro: City of Statesboro, 50 East Main Street, P.O. Box 348, Statesboro, Georgia 30459, Attn: City Manager, Charles Penny (or current city manager). Copy to City Attorney, Cain Smith (or current city attorney).

The parties hereto have set their hands and affixed their seals on the date and year first above written.

CITY OF BROOKLET

BY: _____ (SEAL)
Nicky Gwinnett, Mayor

ATTEST:

Lori Phillips, City Clerk

CITY OF STATESBORO

BY: _____ (SEAL)
Jonathan McCollar, Mayor

ATTEST:

Leah Harden, City Clerk

City of Statesboro Public Utilities Department



To: Jason Boyles, Assistant City Manager

From: Matt Aycock, Assistant Director of Public Utilities

Date: 3/12/25

RE: Water-Sewer Agreement with Burkhalter-GSL, LLC

Policy Issue: Legal

Recommendation: Consideration of a motion to approve a Water-Sewer Agreement with Burkhalter-GSL, LLC to allow extension of water and sewer utilities to serve the Adelaide subdivision on Burkhalter Road (Tax Parcel 122 000013 000).

Background: The City was approached by Burkhalter-GSL, LLC about the possibility of extending water and sewer to 70.37 acres along Burkhalter Road near the intersection with Highway 80 in order to serve a new subdivision known as Adelaide Subdivision. This project, as proposed, will consist of 142 single family residential units, 105 townhome units and 54 duplex units for a total of 301 water and sewer connections. This site is currently outside of the city limits of Statesboro.

Adequate water and sewer capacities are currently available on S&S Railroad Bed Road. Burkhalter-GSL, LLC has agreed that, if approved, they will pay all costs associated with the extension of water and sewer to their property and all customary tap fees and applicable aid to construction fees. The Water Sewer Agreement also states that as soon as the property becomes contiguous with the city limits, they will be required to annex into the City of Statesboro.

Budget Impact: None

Council Person and District: All

Attachments: MOU Document

WATER/SEWER AGREEMENT

GEORGIA, BULLOCH COUNTY

THIS AGREEMENT is entered into as of the ____ day of _____, 2025 by and between the **MAYOR AND CITY COUNCIL OF STATESBORO**, a Georgia municipal corporation, its assigns and successors, hereinafter referred to as “City” and **BURKHALTER-GSL, LLC**, a Georgia corporation, its assigns and successors, hereinafter referred to as “Developer”, the developer of the project known as the Adelaide subdivision, containing approximately 70.37 acres at Burkhalter Road. Property Tax Number 122 000013 000, consisting of 142 single family residential units (300 GPD/connection), 105 townhome units (300 GPD/connection), and 54 duplex units (300 GPD/connection) for a total of 301 proposed connections to the City of Statesboro, hereinafter referred to as the City infrastructure as shown on the exhibit, attached hereto as **Exhibit A**; and

WHEREAS, on January 14, 2025 the City issued a Will Serve Letter to Lawrence Alexander Homes, LLC, as purchaser under a Real Estate Purchase and Sale Agreement regarding the Project, 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 subdivision; 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

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 Adelaide Subdivision, located along the northern portion of Burkhalter Road to the east of the GA Hwy 80 intersection, 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 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.

With respect to the engineering, design, and installation expense of extending the Utilities to and within the property of DEVELOPER, DEVELOPER will contribute 100 percent of the cost to design, install, and complete the extension of the Utilities to and include the sewer lift station within the property of DEVELOPER. DEVELOPER will provide the necessary easements for the gravity sewer, sewer force mains, and water mains, as well as a site within its property for the proposed sewer lift station. In addition, the cost of all mains and services internal to the development will be constructed and paid for by DEVELOPER.

Per the attached exhibit, the CITY shall reimburse the DEVELOPER for the construction cost according to the schedule below:

Exhibit Items A, B & C –No Reimbursement by the CITY.

Exhibit Item D – CITY shall reimburse DEVELOPER for construction cost only.

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 non-contiguous 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 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 and paid in accordance with the current City rates in effect at the time of building permit issuance and shall be paid by the Developer to the City prior to connecting to the City's wastewater system. 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. This fee shall be imposed and paid in accordance with the current City rates in effect at the time of building permit issuance and shall be paid by the Developer to the City prior to connecting to the City's water and wastewater systems.

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 _____, 2025.

CITY:
MAYOR AND CITY COUNCIL OF
STATESBORO

BY: _____

—

ATTEST: _____

—

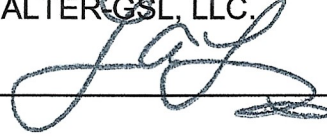
Signed, sealed and delivered
in the presence of:

Witness

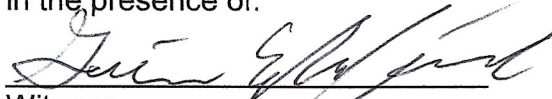
Notary Public

DEVELOPER
BURKHALTER GSL, LLC.

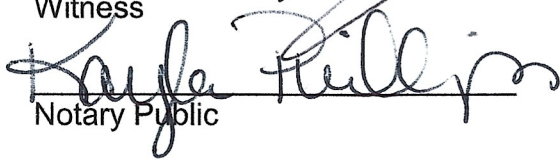
BY: _____



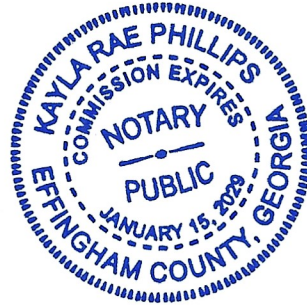
Signed, sealed and delivered
in the presence of:



Witness



Notary Public



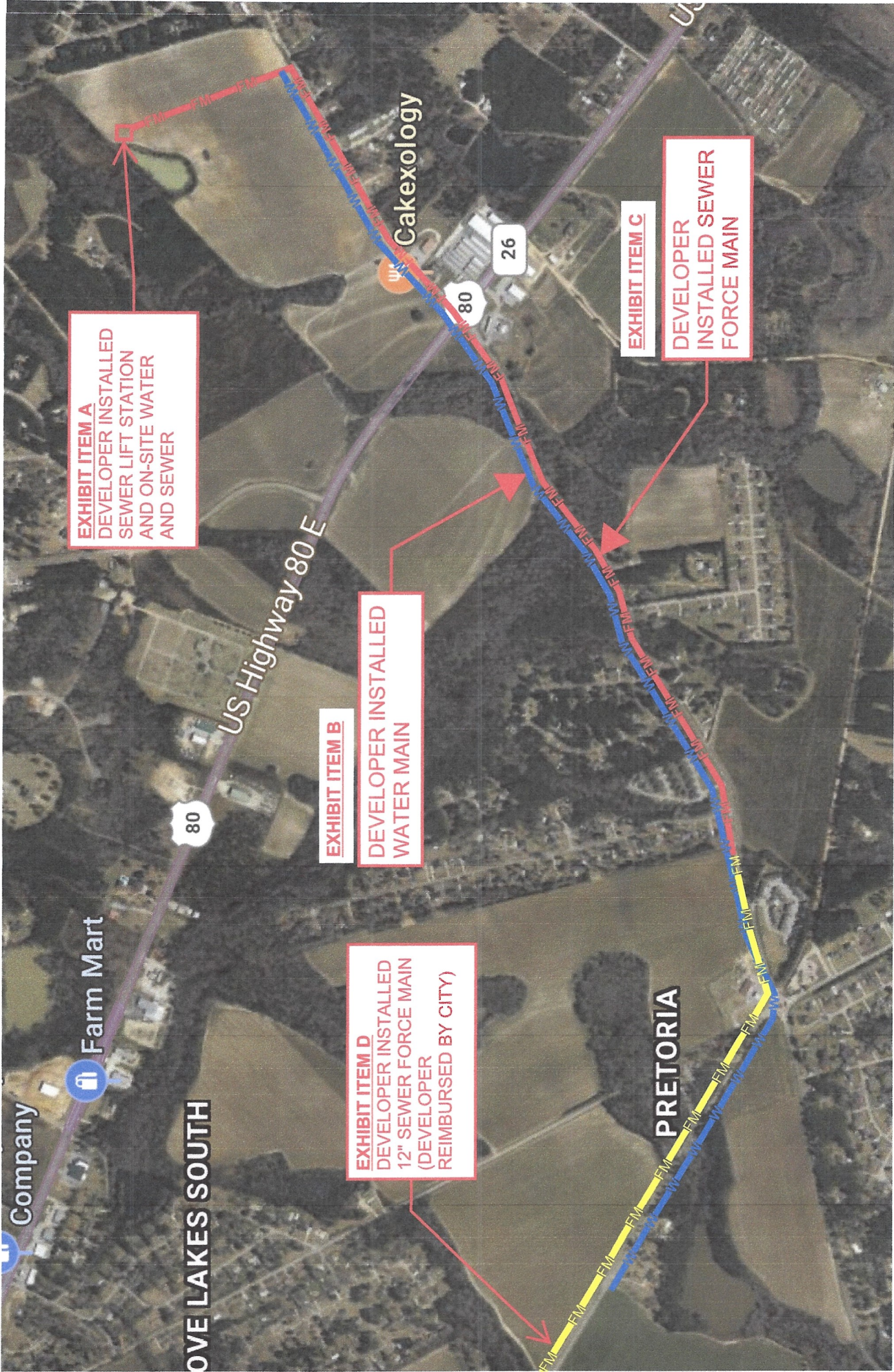


EXHIBIT A
 BURKHALTER-GSL LLC
 JACKSON TRACT
 WATER AND SEWER PROPOSED ROUTE

CITY OF STATESBORO



COUNCIL

Tangie Johnson, District 1
Paulette Chavers, District 2
Ginny Hendley, District 3
John Riggs, District 4
Shari Barr, District 5

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: Charles W. Penny, City Manager
Jason Boyles, Assistant City Manager

From: Marcos Trejo, P.E., Assistant Director of Public Works

Date: March 8, 2025

RE: Stormwater Division STM-46 - Approval to Amend Task Order #7

Recommendations:

Staff recommends for a motion to amend a contract to Goodwyn, Mills, and Cawood LLC. (GMC), for task order #7 contract of \$131,250.00 to \$158,750. This amendment will add funds for a Phase I Culture Resource Survey required by the US Army Corps of Engineers (COE) for wetland permitting.

Background:

City Council awarded GMC, Task Order #7 for stream restoration of Little Lott's tributary in January 2023. The contract is for permitting and design services in conjunction with a 319 (h) grant as part of the stormwater division's capital project. One of the permitting tasks for the project, was to apply for a nation-wide permit 31 for wetland disturbance within the restoration area. COE is requiring the City to conduct a cultural resource survey due to the close proximity of railroad tracks as a condition of issuing the permit. The amended amount is to cover associated fees to hire a firm that specializes in these surveys.

Budget impacts:

GMC was able to find savings in the construction portion of the budget resulting in no increase to the overall total project cost.

Council Person and District:

Paulette Chavers, District #2

Attachments:

Cover Letter
Amended Contract



January 13, 2025

Goodwyn Mills Cawood

1612 Newcastle Street
Suite 218
Brunswick, GA 31520

T (912) 226-4612

www.gmcnetwork.com

Marcos Trejo, PE
Assistant Public Works Director
City of Statesboro
50 E. Main Street
Statesboro, GA 30458

Re: GMC Task Order No. 7, Amendment #1 – “Stream Restoration & GI/LID Retrofits in Little Lotts Creek Watershed”

Dear Marcos,

This cover letter accompanies the Amendment for Task Order No. 7, where Goodwyn Mills and Cawood, LLC (GMC) is working with the City to design a stream restoration and green infrastructure/low impact development (GI/LID) demonstration project along the Willie McTell Trail from E. Grady Street to E. Jones Avenue. GMC is also providing support for grant administration and reporting activities for the Section 319(h) Grant with Georgia DNR-EPD “Stream Restoration and GI/LID Retrofits in Little Lotts Creek Watershed” that is funding a portion of the project.

The permitting process with the U.S. Army Corps of Engineers (USACE) has been slow and tedious. In one of our communications, they stated that the Coastal Branch has experienced some staffing challenges. The staff archeologist at USACE is requiring that a Phase 1 Cultural Resources Survey be completed due to proximity of properties listed on the National Register of Historic Places (NRHP) and the historic railroad that bisects the project area. In addition to the fee associated with this additional survey, the timeline to complete the work, USACE to review it and coordinate with SHPO, and USACE to issue a verification letter will be in the 4- to 6-month timeframe. The grant is currently scheduled to end August 31, 2025, so GMC has been in communication with GADNR-EPD about a time-extension on the grant to complete the project and post-construction monitoring.

When the grant application was originally written in spring 2022, it was expected that the streambank restoration would include complete regrading and in-stream structures on both the upper and lower half, so the cost estimate for construction was \$385,000. However, the upstream half (from E. Grady Street to the railroad), only needs a few in-stream structures due to results from our survey and design and existing trees staying in place. Our current cost estimate for the 100% Design Plans is \$315,000. With a 10% contingency (\$31,500), this total is still \$38,500 less than the amount listed in the Grant Budget Table, so these funds are available for other Contractual needs. GMC reached out to GADNR-EPD to see if these funds could be used to cover costs for the new permit requirements. GADNR-EPD responded that money can be moved between sub-items within the Contractual Line Item as long as the amount is less than 10% of the total project cost (\$617,565 – 10% is \$61,757).



The additional costs for the Phase 1 Cultural Resources Survey, additional permitting coordination with USACE for the NWP 31, and additional grant administration and quarterly reports totals \$27,500. As the construction cost estimate is lower than expected in the grant application and the new costs for permitting are less than 10% of the total project/grant cost, funds previously planned for “Construction” sub-item can be shifted to the “Design/Permitting” sub-item within the Contractual Line Item without a grant amendment.

Per the original agreement between the City and GADNR-EPD, the City will receive \$381,715 in grant funds and provide \$235,850 in Match. There are no changes proposed for the City to commit additional match or receive additional grant funds under the current Amendment scenario.

We appreciate your confidence in GMC and look forward to continuing to assist the City in designing and implementing the stream restoration demonstration project along McTell Trail. Please contact the undersigned should you have any questions.

Sincerely,

GOODWYN MILLS CAWOOD, LLC.

A handwritten signature in black ink, appearing to read 'Robert A. Brown', is written over a light blue horizontal line.

Robert A. Brown, P.E., Ph.D.
Senior Water Resources Engineer

TASK ORDER NO. 07
AMENDMENT #1

To the PROFESSIONAL SERVICES AGREEMENT
Stream Restoration & GI/LID Retrofits in Little Lotts Creek Watershed

Continuation of work completed under Task Order No. 04 “Preliminary Stream Restoration Assessment and Update for the City of Statesboro Stormwater Masterplan” & No. 05 “Summary of Nine Elements Document for the City of Statesboro Stormwater Masterplan”

This Task Order, made and entered into by and between the Mayor and City Council of Statesboro, GA, hereinafter called the "CITY" and Goodwyn Mills and Cawood, 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 October 4, 2016, and assigned from Ecological Planning Group, LLC., (EPG), by the CITY upon acquisition of EPG by the CONSULTANT on October 1, 2018.

A. PURPOSE/BACKGROUND

This Task Order authorizes and directs the CONSULTANT to proceed with assisting the CITY with engineering design for a demonstration stream restoration and green infrastructure/low impact development (GI/LID) demonstration project along the Willie McTell Trail from E. Grady Street to E. Jones Avenue. This project is funded through a Section 319(h) Grant from Georgia EPD. As part of the grant funding source and associated requirements for reporting and documenting water quality benefits, the CONSULTANT will lead the grant administration and reporting activities, as well as interpreting and summarizing the water quality results. Lastly, the CONSULTANT will draft and finalize a Healthy Watersheds Initiative (HWI) Action Plan, based on the CITY’s “Summary of Nine Elements” document that was prepared under Task Order No. 06 and additional stakeholder feedback through the group that met as part of that project.

Subconsultants for this task order, that were not on the approved list of the CONSULTANT team from the original AGREEMENT, include: S&ME, Inc. for Phase 1 Cultural Resources Survey.

B. CONSULTANT’S SCOPE OF SERVICES

The Scope of Services, dated December 7, 2022, is specifically described herein.
Edits per Amendment #1, dated January 13, 2025, are presented herein, in red text.

Task 1. Stakeholder Engagement & Healthy Waters Initiative Action Plan

The CONSULTANT will facilitate four meetings with stakeholder group from Summary of Nine Elements planning process to review project progress and solicit feedback on BMP implementation and outreach plans, and to develop a Healthy Waters Initiative (HWI) Action Plan. The CONSULTANT will update the CITY’s existing “Summary of Nine Elements” document into an action plan that addresses goals of U.S. EPA’s Healthy Waters Initiative (HWI). The CONSULTANT will present the draft HWI Action Plan at one of the meetings to solicit feedback and discuss comments. Based on one round of comments, the CONSULTANT will finalize the HWI Action Plan and submit it to Georgia EPD for approval. If Georgia EPD has any comments, the CONSULTANT will address those and update the document.

Deliverables:

- Meeting documentation, including agendas, presentations, minutes, hand-outs, attendance sheets
- Draft HWI Action Plan
- Final HWI Action Plan

Task 2: Engineering Design and Permitting for Stream Restoration and Green Infrastructure Demonstration Project

The CONSULTANT will provide detailed topographic survey of existing conditions within the proposed project area, including necessary stream features; design and permit the proposed stream restoration/stabilization project and GI/LID BMP; and provide limited construction administration during construction of the proposed project.

The expectation is to design a 1,050 linear foot stream restoration project from E. Grady Street to E. Jones Avenue, and approximately 1,200 square feet of a bioretention/bioswale system along the McTell Trail. At this time, permitting is expected to include a USACE NWP27, Land Disturbing Activity (LDA) Permit with Erosion Sedimentation and Pollution Control Plan (ESPCP), and a GA EPD Buffer Variance Permit. It is not expected that NFIP permitting through the local floodplain administrator (and/or FEMA) shall be necessary for the proposed project.

Through coordination with USACE to date, the project will qualify under a USACE NWP 31, but the USACE staff archeologist requires a Phase 1 Cultural Resources Survey because of proximity of properties listed on the National Register of Historic Places (NRHP) and the historic railroad that bisects the project area. The primary tasks associated with the Archaeological and Historic Properties Survey include background research, field investigation, data analyses, and report preparation. Additional details on the field investigation are described below:

- Field investigation includes shovel test pits in selected areas with a higher likelihood to contain archaeological sites (shovel test pits will be at least 30 cm x 30 cm and excavated to 80 cm below surface, and will include no more than 25 total test pits).
- A limited historic architectural survey will be conducted to locate aboveground resources that are greater than 50 years of age that are on or adjacent to the Project Area. The location of each identified resource will be plotted on a project base map and digital photographs will be taken. Information regarding historical value, appearance, and integrity will be recorded in field notes and will aid in the determination of NRHP eligibility.

Deliverables:

- Topographic Survey with utility locate via Call 811
- Plans:
 - 30% Conceptual Design Plans
 - 60% Preliminary Design Plans
 - 100% Final Design Plans with Stream Restoration and Bioretention Technical Specifications
 - Plan set shall include, but is not limited to, the following: Cover Sheet, Notes Sheet(s), Typical Cross Section Detail, Structure Detail Sheets, Plan and Profile Sheets, including existing topographic and utility mapping, current and proposed stream centerlines, locations of in-stream structures, and ESPCP.

- Engineer's opinion of probable cost
 - Vegetation Plan (*for stream restoration project*) that includes a generic planting plan that notes planting zones and types/quantities of native vegetation by zone
- Permitting:
 - USACE NWP27
 - LDA Permit with ESPCP
 - GA EPD Buffer Variance permitting
- Limited Procurement Activities and Construction Administration:
 - Pre-bid meeting attendance
 - Respond to RFIs from prospective bidders and then contractor (after award)
 - Preconstruction meeting attendance
 - Biweekly site inspections (**assumes 3-month construction period*) that includes an observation report with photos
 - Final site inspection with punch list after construction is complete

Items Not Included in Scope:

- Coordination for permissions and easements with local property owners
- Permitting associated with footbridge project from Statesboro Convention and Visitors Bureau
- Private utility locate
- Geotechnical survey/analysis
- NOI, NOT, NPDES stormwater monitoring/inspections
- Bidding and Procurement Activities
 - Prepare contract documents/bid manual
 - Advertise project
 - Issue Addendums (if necessary)
 - Bid opening attendance
 - Bid review
- Other Construction Administration Activities
 - Review/process payment applications
 - *See note of frequency and duration of site inspections in Deliverable list above*
- As-built survey
- Post-construction monitoring of vegetation and site condition

The CONSULTANT can assist the CITY with any of the items in the list above as an hourly service in accordance with the rate schedule provided in the most recent Task Order (TOF No. 06) or can provide a lump sum fee.

Task 3: Water Quality Data Analysis/Summary

The CONSULTANT will interpret and summarize water quality data and estimate pollutant load reductions for reports to Georgia EPD. This will include a comparison of pre- and post-BMP construction water quality data collected from Little Lotts Creek watershed monitoring sites during the project period. The CONSULTANT will estimate load reductions using Pollutant Load Estimation Tool (PLET) online dashboard model or other acceptable models to develop load reduction model outputs on each BMP for sediment, phosphorus and nitrogen.

Deliverables:

- Spreadsheet with monitoring data results and summary statistics
- Model outputs showing sediment, phosphorus, and nitrogen load reductions

Task 4: Grant Administration/Reporting Technical Assistance

The CONSULTANT will assist CITY with grant administration/coordination with Georgia EPD. The CONSULTANT will lead grant reporting efforts by preparing and submitting quarterly invoices (grant reimbursements), quarterly reports, annual reports, and a final closeout report to Georgia EPD.

- The CITY will be responsible for coordinating distribution and collection of timesheets and providing copies of project invoices on a quarterly basis to include in reporting and invoices submitted to Georgia EPD.
- **Amendment #1: The no-cost time extension that is being pursued due to delays caused by Army Corps of Engineers for permitting will result in the addition of five (5) quarters to the end of the grant. The CONSULTANT will complete any needed quarterly reports at a rate of \$1,000 per quarterly report and associated grant administration each quarter.**

Deliverables:

- Quarterly (and fiscal year annual) status reports and associated invoices
- Final invoice and closeout report

Task 5: Coordination of Pedestrian Bridge Layout at Statesboro Convention & Visitors Bureau

The CONSULTANT will assist CITY to review placement and layout of the Statesboro Convention & Visitors Bureau's (CVB) pedestrian bridge project that is planned to connect the McTell Trail to the Statesboro Mainstreet Farmers Market so that it does not negatively impact the City's plans for the 319(h) Grant project. It is expected that the bridge project will be constructed prior to the stream restoration project, so initial coordination will be required. The CONSULTANT will participate in calls (virtual and phone) and conduct a field assessment of stream channel dimensions and condition to determine the best plan for stream stabilization in the segment between E. Grady Street and railroad crossing. The CONSULTANT will also review plans and schematics shared by the CITY, and provide feedback on potential impacts to planned stream restoration approach.

Deliverables:

- Participation in calls with City and CVB
- Email outlining findings of field assessment, proposed approach for stream stabilization techniques, and recommendation for target channel width.

Schedule

The Section 319(h) Grant will effectively start on September 1, 2022, and **is expected to continue for a duration of three years until December 31, 2026.** Specific tasks will follow the "Project Schedule" outlined in the CITY's Contract with GADNR-EPD.

Overall, engineering design is expected to be completed within nine months from the CONSULTANT's NTP, so that construction can begin shortly after the 12-month pre-BMP monitoring period is completed. For the grant reporting task, quarterly reports are due to GADNR-

EPD every January 15th, April 15th, July 15th, and October 15th, ~~and the October 15th quarterly report will also include a federal fiscal year annual report.~~ The final closeout report is to be submitted within 60 days of the end of the grant period, which is ~~being updated to December 31, 2026 currently listed as August 31, 2025.~~

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. This AGREEMENT authorizes the total fee for all three tasks to be \$131,250. ~~Amendment #1 adds an additional \$27,500 to the total for all tasks, making the new grand total \$158,750.~~

Task 1. Stakeholder Engagement & Healthy Waters Initiative Action Plan

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 \$15,250.

Task 2: Engineering Design and Permitting for Stream Restoration and Green Infrastructure Demonstration Project

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 \$94,250 (~~Amendment #1 adds \$22,500 for a new grand total of \$116,750~~) and includes:

- \$15,000 for surveying
- \$57,750 for engineering design and limited construction administration services
- \$8,000 for a USACE NWP27
- \$6,000 for a LDA Permit with ESPCP
- \$7,500 for a GA EPD Buffer Variance Permit
- ~~\$16,500 for Phase 1 Cultural Resources Survey (required by USACE)~~
- ~~\$6,000 for Coordination with USACE for NWP31 permitting and Cultural Resources Survey.~~

Task 3. Water Quality Data Analysis/Summary

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 \$2,750.

Task 4: Grant Administration/Reporting Technical Assistance

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 \$16,000 (~~Amendment #1 adds \$5,000 for a new grand total of \$21,000~~).

Task 5. Coordination of Pedestrian Bridge Layout at Statesboro Convention & Visitors Bureau

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 \$3,000.


IN WITNESS WHEREOF, the parties hereto have executed this Task Order on this, the ____ day of _____, 2025.

City of Statesboro, GA

By: _____
Signature
Jonathan M. McCollar, Mayor

Date

Goodwyn Mills Cawood, LLC

By:  _____
Signature
Ed DiTommaso,
Vice President, Environmental Department

1/29/2025
Date

City of Statesboro Public Utilities Department



To: Jason Boyles, Assistant City Manager

From: Matt Aycock, Assistant Public Utilities Director

Date: 3-10-2025

RE: Change Order #3 from Southern Civil for WWTP Blower and Pump Upgrade project.

Policy Issue: Purchasing

Recommendation: Consideration of a motion to approve Change Order #3, in the amount of \$174,338.00, to Southern Civil for the Blower and Pump Upgrades Project at the Waste Water Treatment Plant to be paid for with funds included in the project budget #WTP-24, that was approved by council on 8-16-23.

Background: In August of 2023, Council approved CIP project WTP-24 for upgrades to Blowers and Pumps at the WWTP, as part of our efforts to modernize and maintain equipment at the plant. During the construction process, questions arose from City staff and the contractor concerning the routing of the proposed electrical supply and discharge piping for the new blowers given that a great deal of current infrastructure obstructed installation. It was also discovered during construction, that the existing conduit and electrical for the existing blowers are in dire need of replacement due to age and failing conduits.

This change order reflects adjustments to the scope of work, including additional labor, material, equipment, and electrical work necessary for the installation of the proposed blowers due to unforeseen conflicts with the existing site conditions.

The change order also includes rerouting the new bypass pump suction pipe as the original design conflicted with existing, underground infrastructure as well.

Budget Impact: The total project cost will increase from \$2,128,902.00 to \$2,303,240.

Council Person and District: All

Attachments: Change order #3

CHANGE ORDER NO.: 03

Owner: City of Statesboro
 Engineer: Hussey Gay Bell
 Contractor: Southern Civil, LLC
 Project: Statesboro WWTP Blower Upgrades

Effective Date of Change Order:

Date Issued: 01 / 28 / 2025

 / /

Description:


This change order reflects adjustments to the scope of work, including additional labor, material, equipment, and electrical work necessary for the installation of the proposed blowers due to unforeseen conflicts with existing site conditions. Changes to the blower room will be an additional \$139,218.00. The change order also includes rerouting the bypass pump suction pipe. Changes to the bypass pump suction line will be an additional \$35,120.00.

The modifications to the scope of work will delay the project completion by one year as shown in the table below due to lead times of materials and scope of changes.


- Mechanical drawings illustrating the changes included in this change order are attached.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>1,993,705.00</u>	Original Contract Times: Substantial Completion: <u>10/8/2024</u> Ready for final payment: <u>11/9/2024</u>
[Increase] from previously approved Change Orders No. 1 & No. 2: \$ <u>135,197.00</u>	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: <u>NA</u> Ready for final payment: <u>NA</u>
Contract Price prior to this Change Order: \$ <u>2,128,902.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>10/8/2024</u> Ready for final payment: <u>11/9/2024</u>
Increase this Change Order: \$ <u>174,338.00</u>	Increase this Change Order: Substantial Completion: <u>365</u> Ready for final payment: <u>365</u>
Contract Price incorporating this Change Order: \$ <u>2,303,240.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>10/8/2025</u> Ready for final payment: <u>11/9/2025</u>

Recommended by Engineer

By: 
 Title: Project Engineer
 Date: January 28, 2025

Accepted by Contractor


Vice President
1/28/2025

Authorized by Owner

By: _____
 Title: _____
 Date: _____

Approved by Funding Agency (if applicable)

By: _____
 Title: _____
 Date: _____