



CITY OF JONESBORO
Work Session
170 SOUTH MAIN STREET
September 3, 2019 – 6:00 PM

NOTE: As set forth in the Americans with Disabilities Act of 1990, the City of Jonesboro will assist citizens with special needs given proper notice to participate in any open meetings of the City of Jonesboro. Please contact the City Clerk's Office via telephone (770-478-3800) or email at rclark@jonesboroqa.com should you need assistance.

Agenda

- I. CALL TO ORDER - MAYOR JOY B. DAY**
- II. ROLL CALL - RICKY L. CLARK, JR., CITY MANAGER**
- III. INVOCATION - VALERIE LONER, SENIOR PASTOR (JONESBORO UNITED METHODIST CHURCH)**
- IV. ADOPTION OF AGENDA**
- V. WORK SESSION**
 1. Discussion regarding a master equity lease agreement by and between Enterprise Fleet Management and the City of Jonesboro.
 2. Discussion regarding a Conditional Use Permit Application #19-CU-005 for a child care center, by Teneshia Skrine for property located at 177 College Street (Parcel No. 13242D C001), Jonesboro, Georgia 30236.
 3. Discussion regarding an Agreement of Services by and between the City of Jonesboro and Terracon to provide Geotechnical Engineering Services and Special Inspections for the Broad Street Plaza Project.
 4. Discussion regarding a Service Agreement by and between the City of Jonesboro and Syreta Kwindima to provide Logic & Accuracy Testing for the November 5, 2019 General Election.
 5. Discussion regarding Resolution #2019-009 recommending a service agreement with Piper Jaffray & Co. to perform services a financial advisor.
 6. Council to consider approval of Ordinance 2019-013 amending Chapter 2, Administration, Article IV (Elections), section 2-121 (Polling Place) of the City Code of Ordinances to officially change the Municipal Election Day Polling Place to the Jonesboro Police Department.
- VI. OTHER BUSINESS**

A. Executive Session for the purpose of discussing pending and/or potential litigation.

VII. ADJOURNMENT



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

5.1

- 1

COUNCIL MEETING DATE
September 3, 2019

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

Requested Action (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)

Discussion regarding a master equity lease agreement by and between Enterprise Fleet Management and the City of Jonesboro.

Requirement for Board Action (Cite specific Council policy, statute or code requirement)

Is this Item Goal Related? (If yes, describe how this action meets the specific Board Focus Area or Goal)

Yes Transportation Infrastructure

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

At the 2019 Strategic Planning Retreat, one of the items presented by Staff was the need for a Capital Improvement Plan ("CIP"). With this being at the top of the list of strategic priorities amongst the City Council and Staff, we have engaged with Enterprise Fleet Management systems as their program has been endorsed by the Georgia Municipal Association.

Jonesboro currently owns and maintains a fleet of vehicles that are used by city departments to provide a variety of services to the community. The process for managing and maintaining the city's fleet is highly decentralized. Each department is responsible for managing and maintaining their vehicles with no coordination to ensure the city is benefiting from the best pricing structure.

In addition, approximately 80% of the city's current light and medium fleet is over 10 years old and many of the vehicles are approaching, or are well beyond, their useful lives. Older vehicles generally have higher fuel and maintenance costs, fewer safety features and tend to be unreliable.

Lease cycles for most vehicles are typically 60 months. At the end of the lease cycle, the city will have the option to continue using the vehicle in the citywide fleet or can exchange the equity in the vehicle for a new replacement vehicle in a renewed lease — likely at a lower cost due to equity transfer.

To ensure the city maintains a safe, reliable service fleet while remaining fiscally prudent as new and replacement vehicles are purchased, staff has been working with Enterprise to determine the viability of the city entering into a vehicle leasing program. A centralized vehicle leasing program will help ensure that the city benefits from an efficient and cost-effective fleet management structure.

Enterprise provides fleet management services to governmental organizations throughout Georgia including the City of South Fulton, Roswell, Covington, Norcross, Bainbridge and also the endorsement of GMA.

By establishing a vehicle lease program with Enterprise, it will provide a consistent preventative maintenance cycle and substantially reduce repair expenses and potential downtime. The specific advantages of using a leasing program include the following:

- Maximizes cash flow opportunities by creating an ongoing level annual payment for fleet vehicles versus having to

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

September, 3, 2019

Signature

City Clerk's Office

fund the entire cost up front.

- Increases employee safety by enabling the city to replace outdated vehicles sooner rather than later, consistent with vehicle replacement best practices.
- Reduces vehicle-related costs with the ability to phase-in a more modern, fuel-efficient fleet more expeditiously while reducing maintenance costs.

As an entry into the program, staff is recommending that we look to lease up to four (4) 2020 Chevrolet Tahoe's to replace old vehicles at the Police Department. In addition, due to the new position created within the Code Enforcement Department, it is necessary that we add another vehicle to that Department. To assist with hauling large debris and signage, staff is recommending that we transfer the Administration's Tahoe to the Code Enforcement Department and lease purchase another Tahoe to replace it.

The city can utilize an open-end lease as a funding mechanism, allowing the city to acquire additional vehicles while avoiding a large capital budget outlay. Maintenance and repairs can be handled in-house or performed by local businesses, if desired. And it establishes a proactive replacement plan that maximizes potential equity at time of resale, reduces operational expenses and increases safety.

Fiscal Impact

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

See attached. Documentation.

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

- City of Jonesboro - Chevrolet Tahoe Police Quote
- CityofJonesboroPZ (002)
- Master Equity Lease Agreement - Government
- Quote 12997

Staff Recommendation *(Type Name, Title, Agency and Phone)*

Approval



FLEET MANAGEMENT

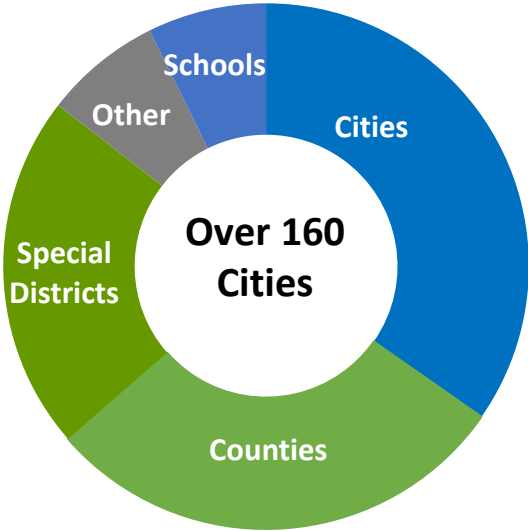
City of Jonesboro

Ricky Clark & Chief Clifford Kelker
July 9th, 2019



Attachment: CityofJonesboroPZ (002) (1492 : Enterprise Fleet Management Services)

Enterprise Plan



“The partnership with Enterprise Fleet Management has allowed St. Lawrence County to replace a significant portion of the fleet in times when the amount of available capital for expenditures has diminished. Enterprise provided data for estimated fuel, repairs and overall cost of ownership which provided the information needed for the Legislature to make an informed decision.”

DONALD R. CHAMBERS, ST. LAWRENCE COUNTY SUPERINTENDENT OF HIGHWAYS

ENTERPRISE PROGRAM BENEFITS



Administrative

- EFM is title holder until term for vehicle management services
- Retain secure title for easy resale
- Automatic license & registration servicing
- Toll and ticket management
- Access to EFM website
- Local account team for day-to-day services



Operational

- EFM to coordinate logistics for moving vehicles in and out of service
- Aftermarket & decal services
- Safety recall management
- Access to fuel programs
- Telematics offerings
- Mobile application for drivers to access for all vehicle operational needs



Financial

- EFM to research best vehicle options and benefit from our negotiated buys for acquisition
- Vehicle incentive management
- Access to EFM remarketing services for maximum resale
- ASE certified techs to manage maintenance expense
- Gold certified claim handling for lower accident repair costs

GOVERNMENT BUYING POWER



2019 Tahoe Police 4WD SSV

 MSRP¹ starting at \$42,765

← Chevy's WEB E

Contract Pricing

 Price **\$35,558**

VEHICLE	Odometer	Sale Price	Capital Outlay
2018 Tahoe 4wd Police	14,200	\$32,500	\$3,058
2017 Tahoe 4wd Police	27,382	\$27,500	\$8,058
2014 Tahoe 4wd Police	71,382	\$14,000	\$21,558
2009 Tahoe 4wd Police	142,432	\$5,500	\$30,058
2007 Ford F-250 XL Crew Cab 4x4	170,436	\$3,000	\$32,558

SWEET SPOT CYCLING



2019 Tahoe LT 4X4

MSRP Starting At¹ \$46,800

← Chevy's WEBSITE

Fleet Discount (\$1,000 ABC/AGC included)

Price **\$42,800**

VEHICLE	Odometer	Sale Price	Capital Outlay
2018 Tahoe 4wd LT	19,200	\$40,000	\$2,800
2017 Tahoe 4wd LT	39,382	\$35,500	\$7,300
2014 Tahoe 4wd LT	98,382	\$19,000	\$23,800
2009 Tahoe 4wd LT	188,432	\$5,500	\$37,300
2007 Tahoe 4wd LT	227,436	\$4,000	\$38,800

City of Lake City 9/26/2017 1 (31309)

Replacement Analyses: In Progress Completed Delete Create New

Last Edited: 09-26-2017

Modified By: MADHURI KENNEL

Vehicles to Cycle

Vehicles to Cycle

Current Fleet



Lease Term Considered



Show Approved Vehicles

Group By

Vehicle Type

Manage Columns

Replacement Guidelines

Customer's Fleet

Export

FRG Flag	Year	Make	Model	als	Current Equity Position	12 Month Equity Position	Contract Odometer	Annual Contract Odometer	Contract Odometer Benchmark	Last Known Odometer	Last Known Odometer Date	Projected Current Odometer	Driving Distance Per Day	Estimated Annual Odometer	Driving Distance Per Day (Short Term Trend)	Estimated Annual Odometer (Short Term Trend)	Driving Distance Per Day (Long Term Trend)
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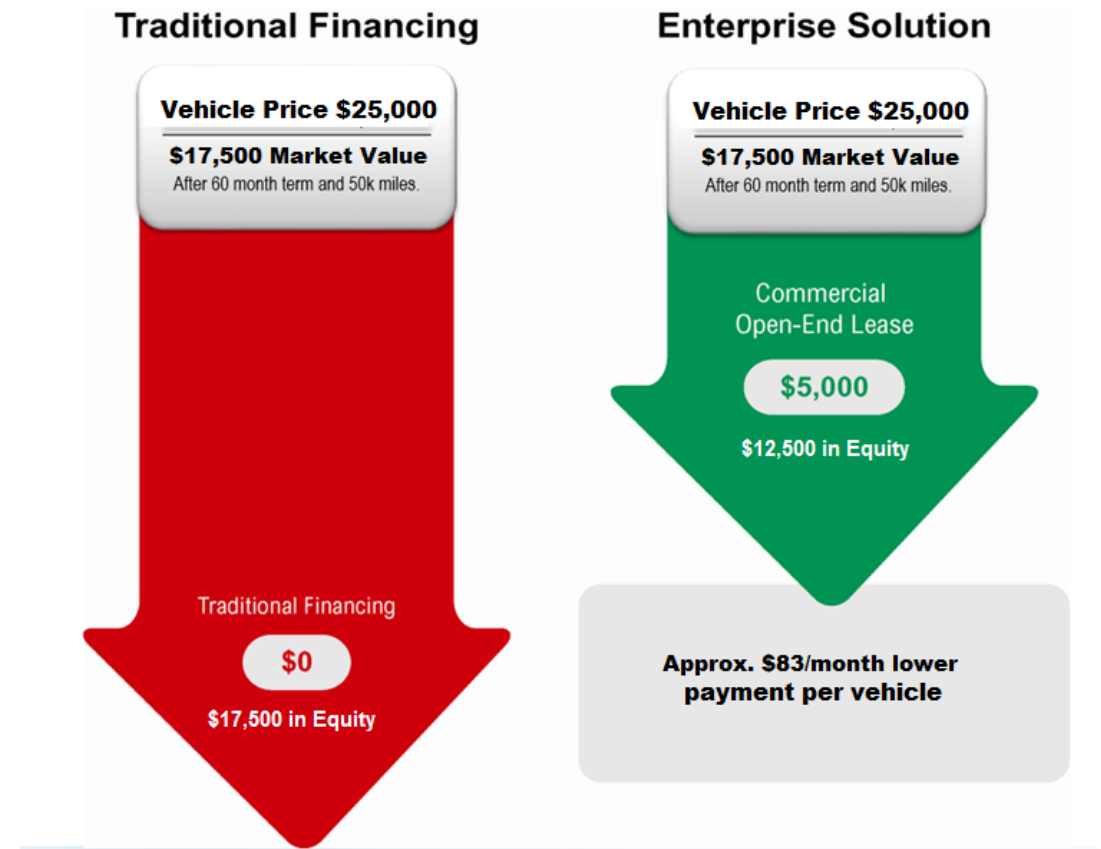
1/2 Ton Pickup

☒	2013	Ford	F-150		\$8,346.90	\$5,035.11	70,000	14,000	67,672	18,069	4/21/2017	20,339	10	3,643	10	3,643	10
☒	2013	Ford	F-150		\$5,484.40	\$4,250.11	70,000	14,000	67,672	56,125	4/6/2017	67,015	45	16,391	45	16,391	45
☒	2014	Ford	F-150		\$11,665.93	\$9,326.65	75,000	15,000	53,755	23,900	11/21/2017	24,173	21	7,649	21	7,649	21
☒	2014	Ford	F-150		\$7,569.54	\$4,584.18	70,000	14,000	50,172	9,666	4/17/2017	12,207	11	4,007	11	4,007	11
☒	2014	Ford	F-150		\$7,231.79	\$4,719.05	70,000	14,000	50,172	16,702	4/26/2017	20,920	19	6,921	19	6,921	19

Our technology will allow us to predict and plan for future years and vehicle values

Open-Ended (Equity) Lease Structure

- Improve cash flow
- No mileage restrictions or wear and tear charges
- Customized terms for use and type of vehicle
- Flexibility of ownership



City of Jonesboro - Fleet Profile

Fleet Profile

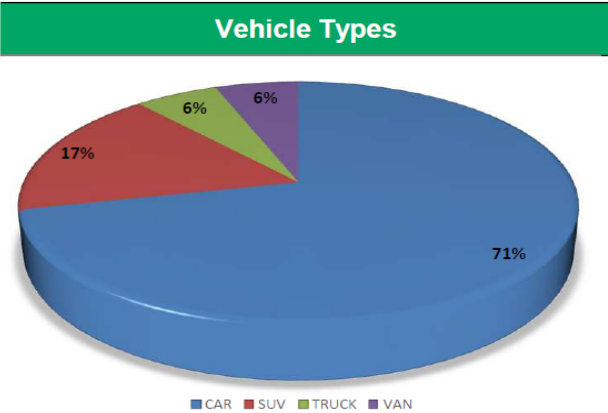
Fleet Replacement Schedule

Replacement Criteria

Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage
Full-size Sedan	25	6.6	10,600
Minivan-Passenger	2	13.1	1,300
Compact SUV 4x2	1	4.5	17,900
Mid Size SUV 4x4	1	2.4	7,500
Full Size SUV 4x2	4	7.8	15,800
Compact Pickup Reg 4x2	1	17.7	8,700
1/2 Ton Pickup Reg 4x2	1	5.5	15,100
Totals/Averages	35	7.2	10,900

2020	2021	2022	2023		Under-Utilized
5	5	13	2		0
1	0	1	0		0
0	0	1	0		0
0	0	0	1		0
3	0	1	0		0
1	0	0	0		0
0	0	1	0		0
10	5	17	3		0

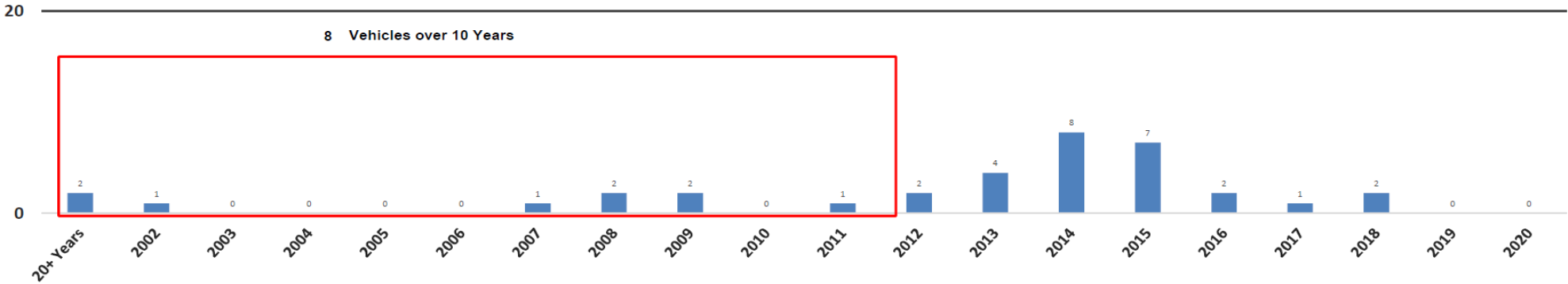
* Fiscal Year 2020 = 10 years old and older, or odometer over 100,000
* Fiscal Year 2021 = 7 years old and older, or odometer over 125,000
* Fiscal Year 2022 = 4 years old and older, or odometer over 100,000
* Fiscal Year 2023 = Remaining Vehicles
* Underutilized = Annual Mileage less than 900



Update

- 23% of the current police fleet is over 10 years old.
- 60% of the current light duty fleet is no longer under warranty

Model Year Analysis

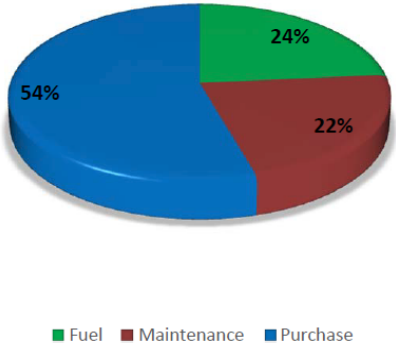


City of Monroe - Fleet Planning Analysis

Current Fleet	42	Fleet Growth	0.00%	Proposed Fleet	42
Current Cycle	6.00	Annual Miles	8,400	Proposed Cycle	5.00
Current Maint.	\$145.04	Insurance	\$0.00	Proposed Maint.	\$31.73
Fuel Info		MPG	10	Price/Gallon	\$2.20

Fleet Costs Analysis

Fleet Mix			Fleet Cost							Annual	
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Maintenance	Insurance	Fuel	Fleet Budget	Net Cash
Average	42	7.0	42	0	179,990	0	73,100	0	77,616	330,707	0
'18	42	10	32	10	0	52,312	59,502	0	70,686	182,501	148,206
'19	42	9	23	19	0	94,834	47,264	0	64,449	206,548	124,159
'20	42	3	20	22	0	108,403	43,185	0	62,370	213,958	116,748
'21	42	15	5	37	0	185,347	22,788	0	51,975	260,110	70,596
'22	42	5	0	42	0	151,530	15,990	0	48,510	216,029	114,677
'23	42	10	0	42	0	166,358	15,990	0	48,510	230,858	99,848
'24	42	9	0	42	0	199,339	15,990	0	48,510	263,838	66,868
'25	42	3	0	42	0	122,533	15,990	0	48,510	187,033	143,674
'26	42	15	0	42	0	173,615	15,990	0	48,510	238,115	92,592
'27	42	5	0	42	0	151,530	15,990	0	48,510	216,029	114,677



10 Year Savings							\$1,092,045	Avg. Sustainable Savings	\$103,532
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Current Fleet Equity Analysis

YEAR	2018	2019	2020	2021	2022
QTY	10	9	3	15	5
RESALE	\$1,000	\$2,000	\$3,500	\$6,500	\$8,500
TOTAL	\$10,000	\$18,000	\$10,500	\$97,500	\$42,500
Estimated Current Fleet Equity**					\$178,500

Summary

10 Year Savings	\$1,092,045
Estimated Fleet Equity	\$178,500
Net Cash***	\$1,270,545

* Lease Rates are conservative estimates

**Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection

***Net Cash is the sum of the 10 year savings from the Fleet Planning Analysis and the Estimated Current Fleet Equity

Key Objectives

- Lower average age of the fleet
 - 22% of the current light and medium duty fleet is over 10 years old
 - Resale of the aging fleet is significantly reduced
- Reduce operating costs
 - Newer vehicles have a significantly lower maintenance expense
 - Newer vehicles have increased fuel efficiency with new technology implementations
- Maintain a manageable vehicle budget
 - Challenged by inconsistent yearly budgets
 - Currently vehicle budget is underfunded

OPERATING EXPENSES *MAINTENANCE*

Full Maintenance

- Fixed monthly rate
- Simple process for all parties
- Includes: 24/7 Roadside, all major and minor repairs

Maintenance Management

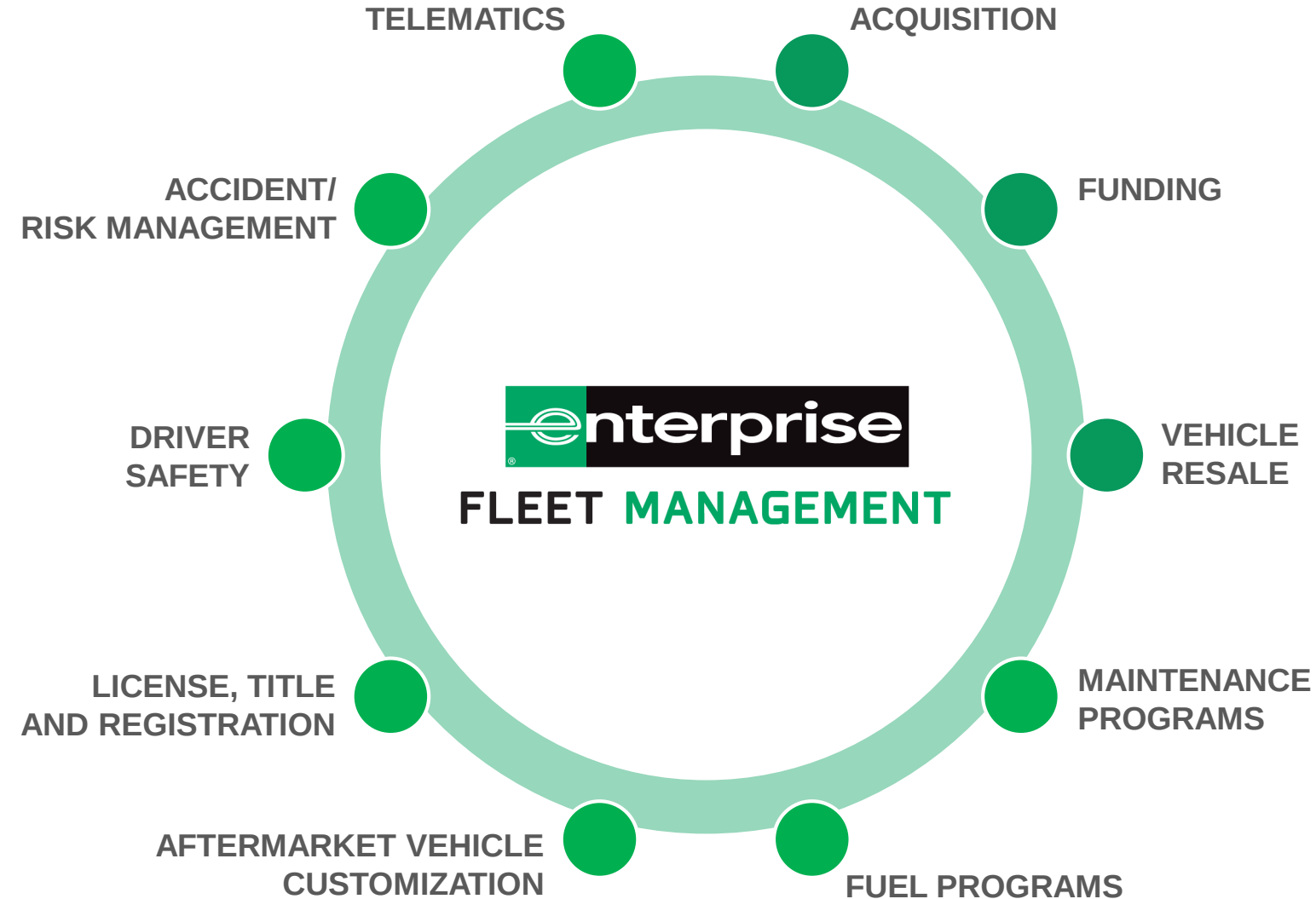
- “Bridge” program for currently owned fleet vehicles
- Seamless experience for field drivers

Enterprise National Service Department

- 146 Employees with over 1,100 total ASE certifications
- 322,698 vehicles under management on this program
- \$36.2 million in customer savings in 2016
- \$3.1 million in post warranty/goodwill refunded to our customers in 2016



Next Steps



Enterprise can complete a no-cost fleet analysis presentation to determine your total cost of ownership.

ITEMS NEEDED:

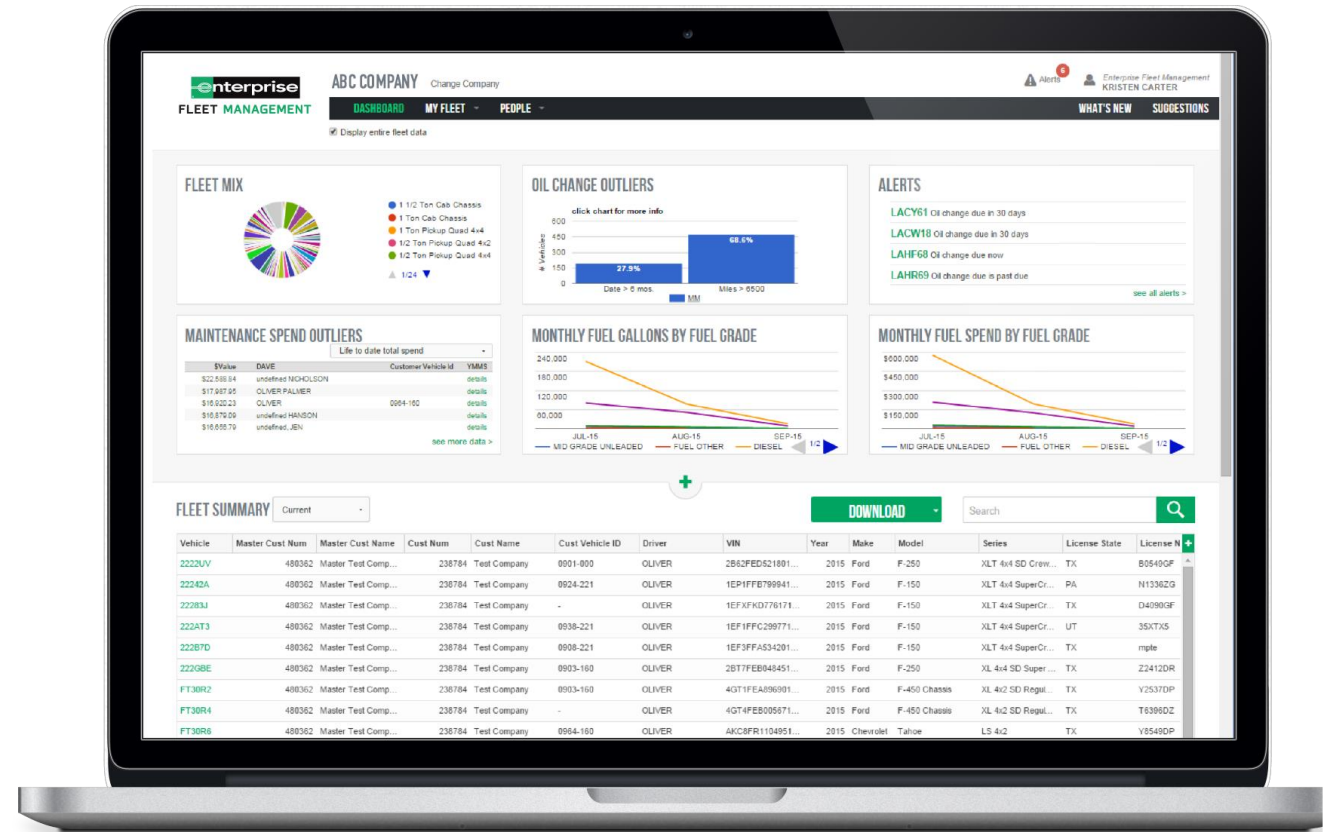
- Year, make, model, VIN
- Date vehicles were put into service (month and year)
- Starting mileage (applies only to used vehicle purchases)
- Current mileage
- Annual mileage
- Department to which vehicles are assigned
- Previous 12 month's maintenance costs*

For maintenance costs, please include the following: **parts, labor and administrative / facility overhead. If additional information is also included in the maintenance expense (i.e. fuel, tires, repair costs associated with accidents, accident reserve) please indicate the amount allocated for these factors.*

Additional information such as: ***fuel costs and/or accident reserve***, would be helpful.

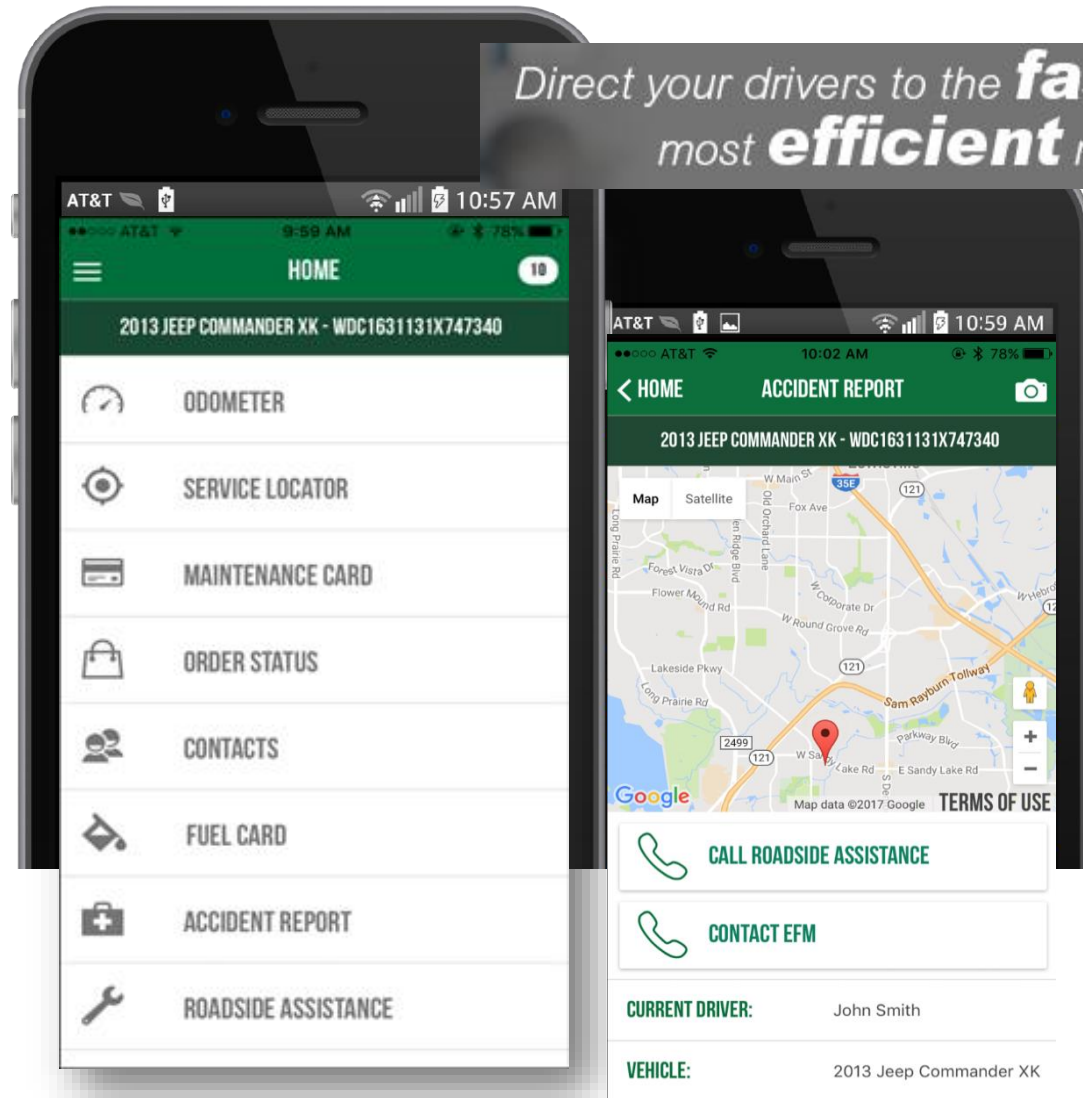
Client Website

- Visibility and tracking of vehicle data
- Customized dashboards with easy reporting
- Real-time alerts
- Simplify accounting processes with vehicle descriptors
- Self-service features including *driver changes, vehicle descriptors, mileage information and more*
- Assign unlimited unique identifiers to each vehicle to simplify routine tasks and vehicle categorization



Mobile App Features

- Fuel Locator
- Maintenance Locator
- Accident Reports
- Order Status
- Roadside Assistance
- Reminders
- Vehicle Information
- Contact Information





ProLogic ITS
 106 Northpoint Parkway
 Acworth, Georgia 30102
 United States
 (P) 866-923-0513

Quotation (Open)

Date

Jul 26, 2019 11:06 AM
 EDT

Modified Date

Jul 31, 2019 05:11 PM
 EDT

Doc

12997 - rev 1 of 1

Description

Tahoe Upfitting

SalesRep

Aaron, Allie
 (P) 8669230513

Customer Contact

James, Lt Johnathan
 (P) 770 478-7407
 jjames@jonesboroga.com

Customer

Jonesboro Police Department (JP0939)
 James, Lt Johnathan
 170 South Main Street
 Jonesboro, GA 30236
 United States

Bill To

Jonesboro Police Department
 Payable, Accounts
 170 South Main Street
 Jonesboro, GA 30236
 United States

Ship To

Jonesboro Police Department
 James, Lt Johnathan
 170 South Main Street
 Jonesboro, GA 30236
 United States
 (P) 770-478-7407
 jjames@jonesboroga.com

Customer PO:

Terms:

Undefined

Ship Via:

UPS Ground

Special Instructions:

Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
1	Tahoe Upfitting				
	B/W Front, B/A with Red S/T/T in rear. (Custom, see attached configuration)	INTG51-1563280572	4		
	Siren/Light Controller with self-contained controls, 100/200W, OBD integration capability	PF200	4		
	100-Watt compact speaker	ES100C	4		
	Universal bail bracket	ESB-U	4		
	6-ft OBDII interface cable, for use on 2018 Chevrolet Tahoe	OBD-CABLE6-1	4		
	Kit, pair of mount brackets with hardware for Chevrolet Tahoe, 2015+	RB-TAH15	4		
	Pair of Rumbler woofers	RBKIT2	4		
	Push bumper, Chevy Tahoe	PBX04	4		
	Two-Light top-channel for Chevy Tahoe	PBX-TC2L-4	4		
	PIT Bars for use with PBX04	PBX-PIT04	4		

Attachment: Quote 12997 (1492 : Enterprise Fleet Management Services)

#	Description	Part #	Qty	Unit Price	Total
	Wing Wrap for Chevy Tahoe 2015+	PBXW-TAH15	4		
	12-LED light head, (6) Blue / (6) White	MPS620UX-BW	16		
	12-LED light head, (6) Blue / (6) Red	MPS620UX-BR	16		
	Spoiler Bracket Kit	MPSM6-TA15RS	4		
	12-LED light head, (6) Blue / (6) Amber	MPS620UX-BA	16		
	6-LED light head, Blue/Blue LED, Clear lens	MPS600U-BB	8		
	Swivel Bracket for MPS600	MPSM6-SB	8		
	Headlight/Taillight Flasher	FHLP-TAH	4		
	Pathfinder Expansion Module	EXPMOD-FHP	4		
	Space Creator Vehicle Partition	475-0865	4		
	High Security Extension Panel for Chevy Tahoe	475-0888	4		
	Chevy Tahoe Driver & Passenger-side Vertical Bar Window Guard	WG-TH15-SET	4		
	Chevy Tahoe Integrated Brother Contour Console with Locking Lid Storage	425-6621	4		
	Side Hinged Armrest	425-3843	4		
	Cargo Barrier	475-1325	4		
	ABS Dual Cup Holder Faceplate Mount	425-3704	4		
	12V Power Outlets in 3" Faceplate with Plastic Covers	425-6652	4		
	Federal Signal Pathfinder - 3" Faceplate	425-6287	4		
	Motorola XTL 5000 O5 Remote Head/APX 7500 O5/APX6500/4500 Remote Head 3" Faceplate	425-6295	4		
	Blank Faceplate - 1" Faceplate	425-6049	4		
	Gun Rack - Dual Weapon, Partition Mounted, Vertical (HCK Option)	475-2042	4		
	Raptor Radar System with Front and Rear Antenna	RAPTOR RP-1	4		
	INTEGRATED CONSOLE DASH MOUNT	050-0800-00	4		
	KA DUAL BALL SUCTION CUP MOUNT	050-0802-05	4		
	REAR CHILD RESTRAINT K/KA Mount	200-1874-00	4		
	800 MHZ NMO Mount Antenna	ANXTRAB7603	4		
	3/4" Hole NMO Style Brass Mount with 17' RG58A/U stranded center , No Connector	RG58A	4		

#	Description	Part #	Qty	Unit Price	Total
	Straight Arm 1" x 6.75"	425-3062	4		
	Mounting Plate designed to mount Gamber Johnson Dock	425-5182	4		
	Base Only Console Side Mount	425-2827	4		
	Panasonic Toughbook CF-54 Docking Station with LIND Power Supply, Dual RF	7170-0251	4		
	Lind Low Profile Shut Down Timer	13792	4		
	PocketJet 722 W/ Vehicle Kit Mobile thermal printer with Vehicle Kit	3A0609	4		
	6' USB 2.0 Cable for printer connection	BM4954	4		
	ProLogic Professional Services: Installation of equipment	PROLOGICSVCS	4		
Bundle Subtotal			1	\$50,857.56	\$50,857.56

Subtotal: \$50,857.56
 Tax (0.000%): \$0.00
 Shipping: \$844.47
 Misc: \$0.00
Total: \$51,702.03

Quotes are valid for 30 days only and are subject to change without notice due to the imposition of new trade tariffs.

Payment Terms: Net 30 Days.

After 30 days, unpaid balances are subject to a 1.5% handling fee per month (18% annual).

Warranty covers manufacturer defects only, excluding battery defects, unless explicitly stated herein.

Dual-signed Scope of Work will be required prior to placing initial order.

Prices and tax rates are valid in the U.S only and are subject to change. Taxes represented in quotes are estimates and may vary from taxes reflected on invoice (based on physical ship-to address).

Sales/Use tax is a destination charge (i.e., based on physical ship-to address on purchase order). Please indicate your taxability status on your PO. If you are tax exempt, please include proper documentation. If you are not tax exempt, please calculate and include all applicable tax on your PO.

All quotes are valid for 30 days from the original quote date.

Hardware cancelations may be subject to up to a 50% restocking fee.

See Terms and Conditions at www.prologicits.com/terms-conditions/



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

5.2

- 2

COUNCIL MEETING DATE
September 3, 2019

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

Community Development Director Allen

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Discussion regarding a Conditional Use Permit Application #19-CU-005 for a child care center, by Teneshia Skrine for property located at 177 College Street (Parcel No. 13242D C001), Jonesboro, Georgia 30236.

Requirement for Board Action *(Cite specific Council policy, statute or code requirement)*

City Code Section 86-105 – O&I Zoning Purpose and Standards; 86-122 Conditional Use Standards (Revised)

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board Focus Area or Goal)*

Yes

Community Planning, Neighborhood and Business Revitalization

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Agency recommendation – **Denial of Conditional Use application**; Recently, Inspired Minds Academy submitted a zoning verification form for 177 College Street for a child care center, which requires a conditional use permit. The property formerly served as What A Day Daycare, an adult daycare program. There is already a functional building and paved parking lot there. There are access drives to both College Street and Fayetteville Road.

Per the provided letter of explanation, the day care would operate from Monday through Friday, from 6:30 in the morning to 6:30 in the evening, with no weekend hours. There would be 45 to 60 children, ranging from babies to 12 years old maximum, and there would be 6 employees at the building.

(Note: The site plan requirements on page 3 of the application are typically for new developments that involve re-zonings.)

The City Code provides a definition for “day care center”:

DAY CARE CENTER

Any place operated by a person, society, agency, corporation, institution, or group wherein are received, for pay, for group care for fewer than 24 hours per day without transfer of legal custody 19 or more children under 18 years of age.

In June 2019, new conditional use standards for day cares and other uses were adopted. Prior to that, the standards were as follows:

- (1) Must be located on a street having a classification of collector or greater.*
- (2) Must be established on a lot having a minimum area of one acre and a minimum frontage of 150 feet.*
- (3) Must provide an outdoor play area containing 100 square feet for each child at play. Such play area shall be fenced using a minimum fence height of four feet and established in the rear yard. A stockade type fence shall be installed along any boundary with a residential use. Such fencing shall comply with the building setback of the adjoining residential property, as appropriate, and the area*

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

September, 3, 2019

Signature

City Clerk's Office

The new standards focus more on the “Bright From the Start” program standards for children:

- (1) Every child day care facility shall provide proof of an approved Georgia Department of Human Services registration certificate prior to issuance of a Certificate of Occupancy, and shall conform to all applicable local, state, and federal standards, including Bright From the Start current program standards, O.C.G.A. Chapter 591-1-1. The applicant will provide the certificate.**

An on-site outdoor play area is required, subject to the following minimum standards:

(a) Size requirements.

(1) For Centers with a licensed capacity of 19 or more children first licensed after March 1, 1991, the Center shall provide or have ready access to an outdoor play area. The minimum size of the outdoor area must be equal to one hundred (100) square feet times one-third (1/3) of the Center's licensed capacity for children. **At 45 to 60 children planned daily, this would equal $100 \times (60 \text{ divided by three}) = 100 \times 20 =$ minimum 2000 square foot outdoor play area required.**

(2) For Centers with a licensed capacity of 18 or fewer children first licensed after April 21, 1991, the Center shall provide or have ready access to an outdoor play area. The minimum size of the outdoor area must be equal to one hundred (100) square feet times the center's licensed capacity for children. **With a minimum 45 children daily, this requirement would not be applicable.**

(b) Playground Occupancy. At least one hundred (100) square feet shall be available for each child occupying the outside play area at any one time. Groups of children may be rotated if necessary so that one hundred (100) square feet per child is provided at all times.

At 45 to 60 children planned daily, this would equal $100 \times 60 = 100 \times 55 =$ maximum 6000 square feet coverage required. At just half (30) the children outside on any shift, the minimum coverage required would be 3000 square feet.

(c) Location. Playgrounds shall be adjacent to the Center or in an area which can be reached by a safe route or method approved by the Department. Except in School-age Centers, the playground shall have shaded areas. **The grass areas between the building and College Street and the building and Fayetteville Road are not safe, as they are very close to these high traffic volume roads. Wooded areas along the southern and eastern property lines would be much further away from vehicle traffic but are probably too narrow for an adequately-sized and safe outdoor play area.**

(d) Fence or Approved Barriers. Playgrounds shall be protected from traffic or other hazards by a four (4) foot or higher secure fence or other barrier approved by this Department. Fencing material shall not present a hazard to children and shall be maintained so as to prevent children from leaving the playground area by any means other than through an approved access route. Fence gates shall be kept closed except when persons are entering or exiting the area. **So noted.**

(e) Playground Surfaces. Except in School-age Centers, the playground shall have a surface suitable for varied activities. Hard surfaces, such as gravel, concrete, or paving shall not exceed one-fourth (1/4) of the total playground area. **So noted.**

(f) Equipment. Playground equipment shall provide an opportunity for the children to engage in a variety of experiences and shall be age-appropriate. For example, toddlers shall not be permitted to swing in swings designed for School-age Children. The outdoor equipment shall be free of lead-based paint, sharp corners and shall be regularly maintained in such a way as to be free of rust and splinters that could pose significant safety hazard to the children. All equipment shall be arranged so as not to obstruct supervision of children. **So noted.**

(g) Anchoring of Certain Equipment. Climbing and swinging equipment shall be anchored **noted.**

(h) Fall Zones and Surfacing. Climbing and swinging equipment shall have a resilient surface beneath the equipment and the fall zone from such equipment must be adequately maintained by the Center to assure continuing resiliency. **So noted.**

(i) Safety and Upkeep of Playground. Playgrounds shall be kept clean, free from litter and free of hazards, such as but not limited to rocks, exposed tree roots and exposed sharp edges of concrete. **So noted.**

(2) Off-street parking and/or drop-off space adequate to meet the needs of the proposed facility shall be provided. No on-street parking shall be permitted in conjunction with any child day care facility. Mayor and Council may attach conditions to an approval or may deny approval of a child day care facility upon finding that the proposed facility is within 500 feet of an establishment licensed for the sale of alcoholic beverages or within 500 feet of potentially hazardous land uses or activities that present unacceptable risks to operation of a child day care facility. "Potentially hazardous land uses or activities" include, but are not limited to, gasoline service stations, heavy industrial operations, storage of flammable materials, high pressure underground pipelines or truck or rail loading areas. Mayor and Council may attach conditions to an approval or may deny approval of a child day care facility upon a finding that traffic conditions present unacceptable risks to operation of the facility and/or the safety of children proposed to be served by the facility or that traffic impacts associated with the proposed facility would substantially jeopardize the appropriate use of neighboring properties.

The City Code minimum parking requirements for day cares are as follows:

Section 86-410 (33) Kindergarten, day care centers and nursery schools shall provide one space for each employee and one space for every ten students, plus an area sufficient for the safe and convenient loading and unloading of students.

At one space for every ten students – $60/10 = 6$ spaces required.

At one space for each employee (6 total) = 6 spaces required.

Total parking required = 12 spaces.

Staff counted and measured 17 parking spaces at the property, on 3 sides of the building.

There are no establishment selling alcohol beverages within 500 feet of the subject property, but there are two potentially hazardous land uses within 500 feet of the subject property (across Fayetteville Road): a gas station with gas pumps approximately 190 feet from the day care building, and a company called Nex Air with compressed gas cylinders and welding equipment approximately 145 feet from the day care building.

Staff recommendation: Denial of application; The property operated successfully as an adult day care center for several years, but the proposed use of child care center has different requirements, especially outdoor requirements that an adult care center would not have. Although the property has adequate parking for a child care center, staff has concerns with traffic circulation on the property during child drop-off times causing back-ups on Fayetteville Road and College Street. There is not a discernible drop-off zone along the building.

In addition, staff has doubts that the Code requirements for outdoor play space can be met on the narrow strips along the southern and eastern property lines. At least 2000 to 3000 square feet would have to be provided. These areas are also wooded. Staff does not believe that the required play areas could be safely located in the grass areas along College Street and Fayetteville Road. College Street is a relatively busy local road, and that portion of Fayetteville Road is very busy, just coming off of Tara Boulevard. Granted the play area would be required to be fenced, but if a child got out of the fence, they would be very near

these roads.

5.2

Finally, the potentially hazardous land uses of the gas station and Nex Air are well below the 500-foot separation requirement. Due to several factors, this is not the safest spot for a child care center with playing kids outdoors.

Fiscal Impact

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

Private Developer

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

- Application
- Property Info
- Plat
- Zoning Info
- Letter of Explanation
- Site Pictures
- Adjacent Properties
- Conditional Use - 177 College Street Child Care Center - Legal Notice
- Signs

Staff Recommendation *(Type Name, Title, Agency and Phone)*

Denial



CITY OF JONESBORO
 124 North Avenue
 Jonesboro, Georgia 30236
 City Hall: (770) 478-3800
 Fax: (770) 478-3775
 www.jonesboroga.com

CONDITIONAL USE PERMIT APPLICATION

ATTACH ADDITIONAL PAGES IF NECESSARY. ALL ATTACHMENTS MUST BE NUMBERED. INDICATE THE PAGE NUMBER OF ATTACHMENT IN THE SPACES PROVIDED FOR EACH RELEVANT ANSWER.

ANY MISSTATEMENT OR CONCEALMENT OF FACT IN THIS APPLICATION SHALL BE GROUNDS FOR REVOCATION OF THE LICENSE ISSUED AND SHALL MAKE THE APPLICANT LIABLE TO PROSECUTION FOR PERJURY. PLEASE DO NOT LEAVE ANY AREAS UNANSWERED.

APPLICATION FEE: \$700.00 (Non-Refundable).

Date of Application: 8-5-19

Property Owner Authorization

I (We) Apex Bank the
 owner(s) of the following property located at: 177 College Street
Jonesboro, GA 30236

Tax Parcel Number: 13242D Cool Size of Property: 30,060 Sq ft (0.690 acres)

Located in Zoning District Jonesboro do hereby request permission for a
 conditional use for the above described property under the Zoning Ordinance zoned for
 the following purposes:

Child Care Center: Inspired Minds S.T.E.A.M. Prep Academy

Email Address: Inspiredmsa@gmail.com

Attachment: Application (1478 : Inspired Minds Academy)

Property Owner Information

Name: Apex Bank / Attn: Roger Denny
 Mailing Address: 430 Montbrook Lane Suite 208
 City: Knoxville State: TN Zip: 37919
 Phone: (Day) 865-248-6812 (Evening) _____

Applicant's Information

(If Different from Owner's Information)

Name: Teneshia Skrine
 Mailing Address: 9366 Deer Crossing Lane
 City: Jonesboro State: GA Zip: 30236
 Phone: (Day) 678-789-5804 (Evening) Same

Jonesboro Property Information

Existing Uses and Structures: Office 1 story Building
 Property address: 177 College Street Jonesboro GA 30236
 Surrounding Uses and Structures: (See Official Zoning Map): Residential/Office 1 story B1
 Surrounding Zoning:
 North: R-2 South: R-2/C-2 East: R-2 West: C-2
 Details of Proposed Use: Child Care Center
 Public Utilities: Water + Sewer
 Access, Traffic and Parking: Forgetteville Rd + College Street, On-site parking
 Special Physical Characteristics: DOUBLE FRONTAGE LOT

Attachment: Application (1478 : Inspired Minds Academy)

The City may require submission of additional information as may be useful in understanding the proposed use and development of the property.

I HEREBY CERTIFY THAT THE ABOVE INFORMATION AND ALL ATTACHED INFORMATION IS TRUE AND CORRECT:

Date: 8/5/19

Signed: Deborah Hane

Notary: Pat Daniel

SEAL



FOR OFFICE USE ONLY:

Date Received: 8/5/2019

Received By: Pat Daniel

Fee Amount Enclosed: \$ 200-

Public Notice Sign Posted (Date) _____

Legal Ad Submitted (Date) _____

Legal Ad Published (Date) _____

Date Approved: ____/____/20____

Date Denied ____/____/20____

Permit Issued ____/____/20____

Comment:

Attachment: Application (1478 : Inspired Minds Academy)

PROPERTY OWNER'S AUTHORIZATION

The undersigned below, or as attached, is the owner of the property which is subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of an amendment to the property.

I swear that I am the owner of the property which is the subject matter of the attached application, as it is shown in the records of Clayton County, Georgia.

I hereby depose and say that all above statements and attached statements and/or exhibits submitted are true and correct, to the best of knowledge and belief.

PROPERTY OWNER:

PRINT NAME

SIGNATURE/DATE

APPLICANT:

Tereshia Skrine
PRINT NAME

Tereshia Skrine 8/5/19
SIGNATURE/DATE

NOTARY:

Pat Daniel
SIGNATURE/DATE

SEAL



Attachment: Application (1478 : Inspired Minds Academy)

Real Property Records Search

[New Search](#)
[Current Year Assessment Notice](#)
[Sales Data](#)
[Previous Parcel](#)
[Next Parcel](#)

Clayton County Property Card For Year 2019

APEX BANK
102 EAST MAIN ST
CAMDEN, TN 38320

PARCEL ID . . 13242D C001
LOCATION . . 177 COLLEGE ST

LEGAL DESC DISTRICT 4 JONESBORO
NBRHOOD JB023 JONESBORO 2NDRY INT LOT

DESCRIPTION NOT IN SUBDIVISION - ALL UTILITIES

DESCRIPTION PAVED ROAD
ROAD FRONT . . . 181.5 144.7

SINGLE OFFICE CLASS C

***** CURRENT YR APV/LUV VALUE OVERRIDE EXISTS FOR: . . . LAND IMPROVEMENTS

CURRENT YEAR APPEAL

This Appeal was settled on 08/14/2019 .

SALES HISTORY

DEED BOOK	PAGE	SALE DATE	SALES INSTRUMENT	DISQUALIFIED	SALE AMT	DEED NAME
11392	246	9/04/18	DEED UNDER POWE	FORECLOSURE		APEX BANK
9573	001	12/18/08	WARRANTY DEED	QUALIFIED	405,000	THOMAS BARBARA SELLERS OR ROBE
8110	157	4/29/05	WARRANTY DEED	QUALIFIED	350,000	BLANKENSHIP CHARLES OR MARY JA
2974	090	2/14/97	WARRANTY DEED	QUALIFIED	110,000	177 COLLEGE STREET LLC
1880	647	3/01/93	WARRANTY DEED	QUALIFIED	45,000	HUIE LUCY C

LAND SEGMENTS

LND#	ZONE	LAND TYPE/CODE	LAND QTY
1	OI	SF 1	30,056.000
MAP ACRES . . .690			

IMPROVEMENT # 1 MISC IMPR-Y

GROUND FLOOR AREA . . .	ACT/EFF YR/AGE . . 1923 1992 27
	DESCRIPTION . . .PRIME FINANCIAL SVCS
	% COMP SQ FOOTAGE STORY
BUILDINGS	100 3278.00

TOTAL PARCEL VALUES	LAND / OVR	IMPROVEMENTS / OVR	2019 VALUE	2018 VALUE
APV	60,000 B	218,000 B	278,000	330,000

Google Maps 177 College St



Imagery ©2019 Google, Map data ©2019 Google 20 ft

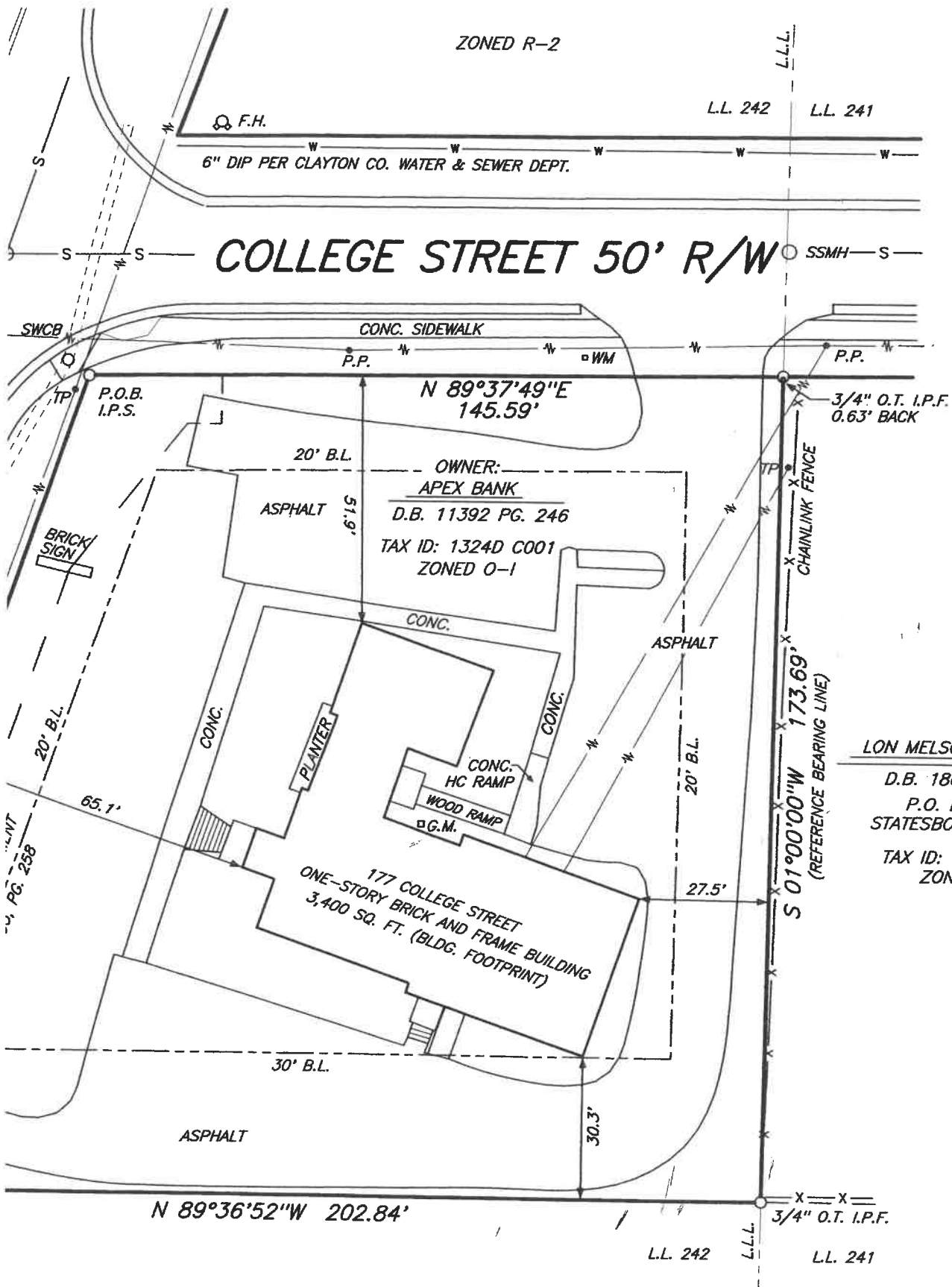
Attachment: Property Info (1478 : Inspired Minds Academy)

Google Maps 177 College St



Imagery ©2019 Google, Map data ©2019 Google 20 ft

Attachment: Property Info (1478 : Inspired Minds Academy)





Zoning Classifications

5.2.d



A Assembly Rights



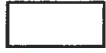
H Historic Residential



AH Historic Residential and Assembly Rights



T Tara Boulevard



County Parcels



C-1 Neighborhood Commercial District



C-2 Highway Commercial District



H-1 Historic District



H-2 Historic District



M-1 Light Industrial District



MX Mixed Use District



O-I Office and Institutional District



R-2 Single Family Residential District



R-4 Single Family Residential District



R-C Cluster Residential District



RM Multifamily Residential District



Jonesboro City Limit



CITY OF JONESBORO
 124 North Avenue
 Jonesboro, Georgia 30236
 City Hall: (770) 478-3800
 Fax: (770) 478-3775
 www.jonesboroga.com

ZONING VERIFICATION REQUEST

Important Notice:

BEFORE leasing, purchasing, or otherwise committing to a property you are **STRONGLY ADVISED** to confirm that the zoning and physical layout of the building and site are appropriate for the business use intended and will comply with the City's Zoning Ordinance. This includes having a clear understanding of any code restrictions, limitations or architectural guidelines that may impact your operation and any building and site modifications that may be necessary to open your business. This document does not authorize a business to conduct business without an Occupational Tax Certificate. This could result in closure and/or ticketing.

Applicant's Information

Name of Applicant: Teneshia Spive
 Name of Business: Inspired Minds S.T.E.A.M Prep Academy, Inc
 Property's Address: 177 College Street Jonesboro, GA 30236
 Email Address: inspiredms@gmail.com
 Phone: (Day): 678-789-5894 (Evening): _____

Property Information

Current Use of Property: Vacant (FORMERLY HOUR DAY CARE)
 Proposed Use of Property (Please provide in great detail the intended use of the property):
Child Care Center that focuses on S.T.E.A.M. Concepts

Teneshia Spive 7/16/19
 Applicant's Signature Date

FOR OFFICE USE ONLY:

Current Zoning: O+1 NAICS Code: 62441
 Required Zoning: O+1 Conditional Use Needed? ☒ Yes or ☐ No

Comments: ☐ **APPROVED** ☐ **DENIED**
NEED CONDITIONAL USE PERMIT FIRST; MUST COMPLY WITH
SEC. 86-122

[Signature] 7/16/19
 Zoning Official Signature Date

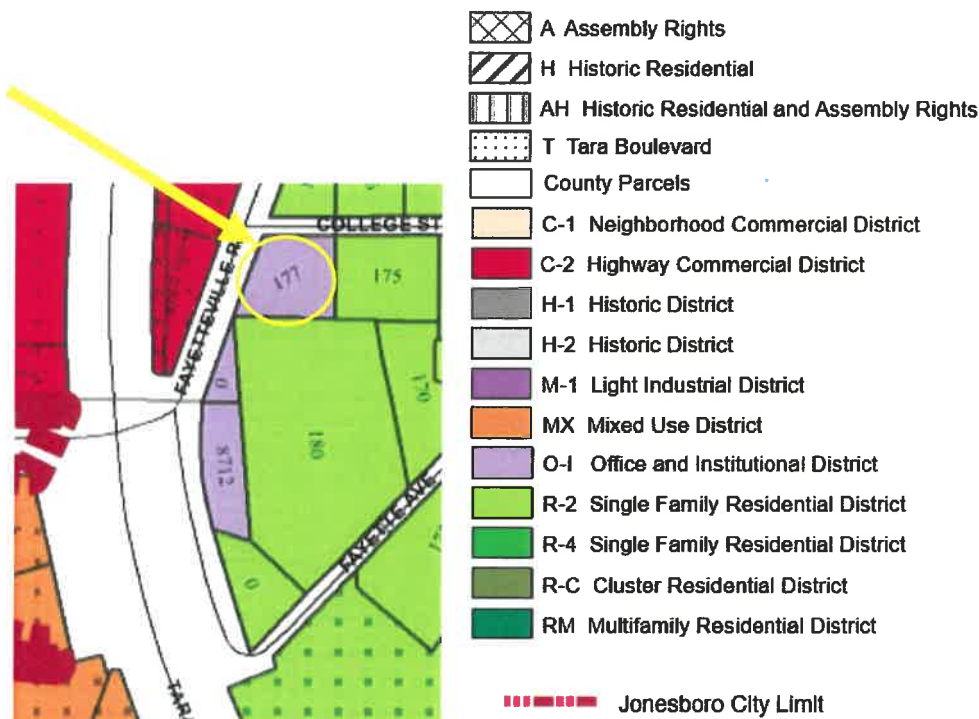
Attachment: Zoning Info (1478 : Inspired Minds Academy)

Applicant – Teneshia Shrine
 Name of Business – Inspired Minds STEAM Prep Academy, Inc.
 Address - 177 College Street
 Zoning District – O&I
 NAICS – 62441
 Proposed Use: Daycare (Child)

NAICS Code	USES	R-2	R-4	R-C	R-A	RM	H-1	H-2	O&I	MX	C-1	C-2	M-1	Code Section
62441	Nursery school (Child Day Care Services) (Out of Home)	N	N	N	N	N	N	C	C	C	C	C	N	Sec. 86-122

Use is permitted "by right" in the district indicated = P; Use is permitted as a conditional use (section indicated) = C; Use is not permitted = N

Zoning Classifications



Sec. 86-122. – NAICS 62441, 6244 Child day care. DAY CARE CENTER

Any place operated by a person, society, agency, corporation, institution, or group wherein are received, for pay, for group care for fewer than 24 hours per day without transfer of legal custody 19 or more children under 18 years of age.

(1) Every child day care facility shall provide proof of an approved Georgia Department of Human Services registration certificate prior to issuance of a Certificate of Occupancy, and shall conform to all applicable local, state, and federal standards, including Bright From the Start current program standards, O.C.G.A. Chapter 591-1-1. An on-site outdoor play area is required, subject to the following minimum standards:

(a) Size requirements.

(1) For Centers with a licensed capacity of 19 or more children first licensed after March 1, 1991 the Center shall provide or have ready access to an outdoor play area. The minimum size of the outdoor

must be equal to one hundred (100) square feet times one-third (1/3) of the Center's licensed capacity for children.

(2) For Centers with a licensed capacity of 18 or fewer children first licensed after April 21, 1991, the Center shall provide or have ready access to an outdoor play area. The minimum size of the outdoor area must be equal to one hundred (100) square feet times the center's licensed capacity for children.

(b) Playground Occupancy. At least one hundred (100) square feet shall be available for each child occupying the outside play area at any one time. Groups of children may be rotated if necessary so that one hundred (100) square feet per child is provided at all times.

(c) Location. Playgrounds shall be adjacent to the Center or in an area which can be reached by a safe route or method approved by the Department. Except in School-age Centers, the playground shall have shaded areas.

(d) Fence or Approved Barriers. Playgrounds shall be protected from traffic or other hazards by a four (4) foot or higher secure fence or other barrier approved by this Department. Fencing material shall not present a hazard to children and shall be maintained so as to prevent children from leaving the playground area by any means other than through an approved access route. Fence gates shall be kept closed except when persons are entering or exiting the area.

(e) Playground Surfaces. Except in School-age Centers, the playground shall have a surface suitable for varied activities. Hard surfaces, such as gravel, concrete, or paving shall not exceed one-fourth (1/4) of the total playground area.

(f) Equipment. Playground equipment shall provide an opportunity for the children to engage in a variety of experiences and shall be age-appropriate. For example, toddlers shall not be permitted to swing in swings designed for School-age Children. The outdoor equipment shall be free of lead-based paint, sharp corners and shall be regularly maintained in such a way as to be free of rust and splinters that could pose significant safety hazard to the children. All equipment shall be arranged so as not to obstruct supervision of children.

(g) Anchoring of Certain Equipment. Climbing and swinging equipment shall be anchored.

(h) Fall Zones and Surfacing. Climbing and swinging equipment shall have a resilient surface beneath the equipment and the fall zone from such equipment must be adequately maintained by the Center to assure continuing resiliency.

(i) Safety and Upkeep of Playground. Playgrounds shall be kept clean, free from litter and free of hazards, such as but not limited to rocks, exposed tree roots and exposed sharp edges of concrete.

(2) Off-street parking and/or drop-off space adequate to meet the needs of the proposed facility shall be provided. No on-street parking shall be permitted in conjunction with any child day care facility. Mayor and Council may attach conditions to an approval or may deny approval of a child day care facility upon finding that the proposed facility is within 500 feet of an establishment licensed for the sale of alcoholic beverages or within 500 feet of potentially hazardous land uses or activities that present unacceptable risks to operation of a child day care facility. "Potentially hazardous land uses or activities" include, but are not limited to, gasoline service stations, heavy industrial operations, storage of flammable materials, high pressure underground pipelines or truck or rail loading areas.

Mayor and Council may attach conditions to an approval or may deny approval of a child day care facility upon a finding that traffic conditions present unacceptable risks to operation of the facility and/or the safety of children proposed to be served by the facility or that traffic impacts associated with the proposed facility would substantially jeopardize the appropriate use of neighboring properties.

David Allen

From: Inspired Minds <inspiredmsa@gmail.com>
Sent: Tuesday, August 27, 2019 8:53 AM
To: David Allen
Subject: Re: Public Hearing Notice

Snap Shot:

Hours of Operation: Monday -Friday 6:30 am – 6:30 pm January - December

Estimated Number of employees: 6

Estimated Number of expected children and age ranges: 45-60 students ages range infants to 12 years.

Experience in industry: 7 years as an Owner/Director of a childcare center

Education: Ed. S in Educational Leadership, Certified 4th-8th Mathematics & Science Teacher

Center Accreditations: Georgia Accrediting Commission

Center Certifications: Quality Rated

Teneshia Skrine, Ed.S
 Executive Director

Inspired Minds S.T.E.A.M. Prep Academy

Office: 678-489-4450

Website: www.inspiredmsa.org

"At Inspired Minds S.T.E.A.M. Academy, *We Inspire, Engage, and Prepare each generation for STEAM learning!*"

On Tue, Aug 27, 2019 at 8:40 AM David Allen <dallen@jonesboroga.com> wrote:

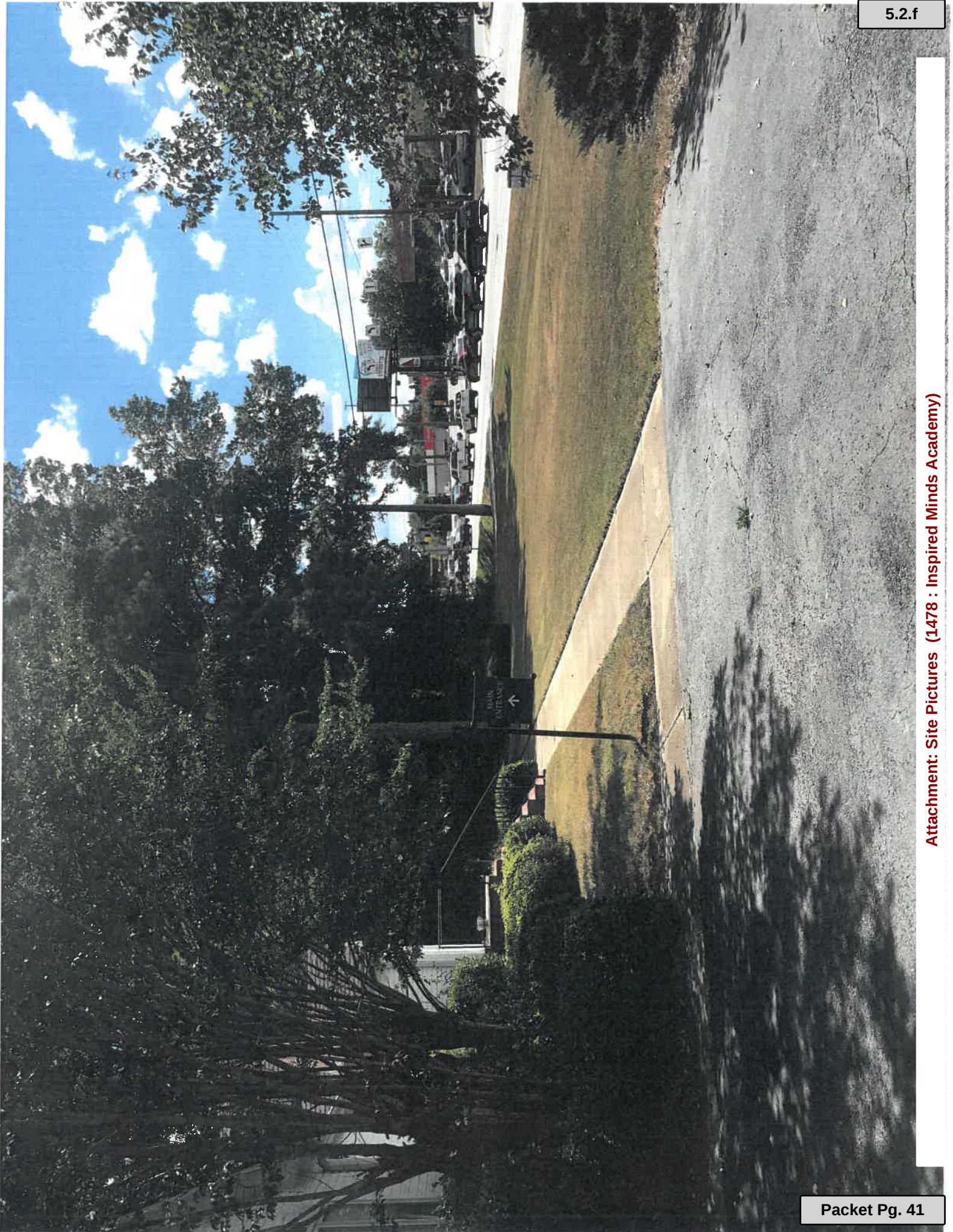
How many employees approximately?

Attachment: Letter of Explanation (1478 : Inspired Minds Academy)

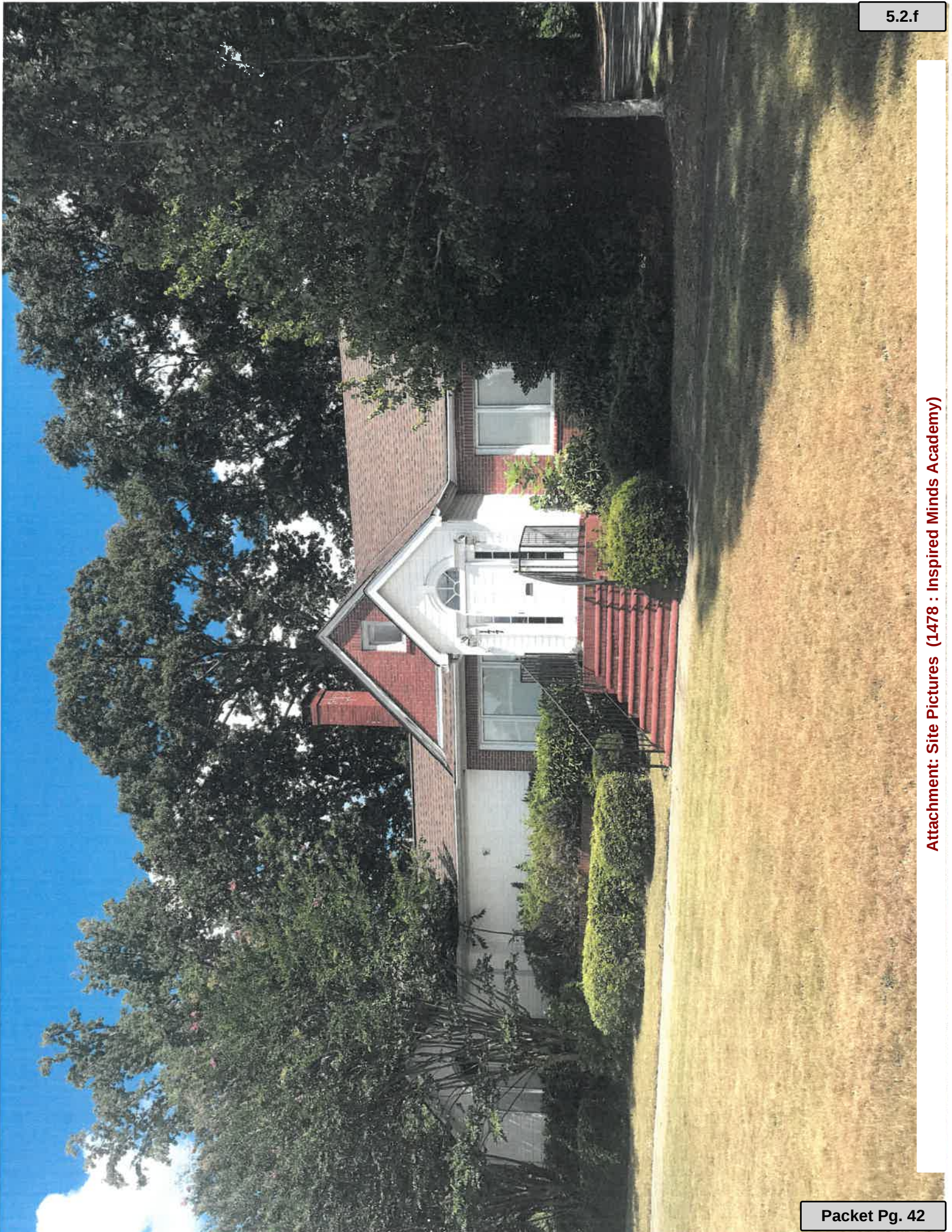


Attachment: Site Pictures (1478 : Inspired Minds Academy)

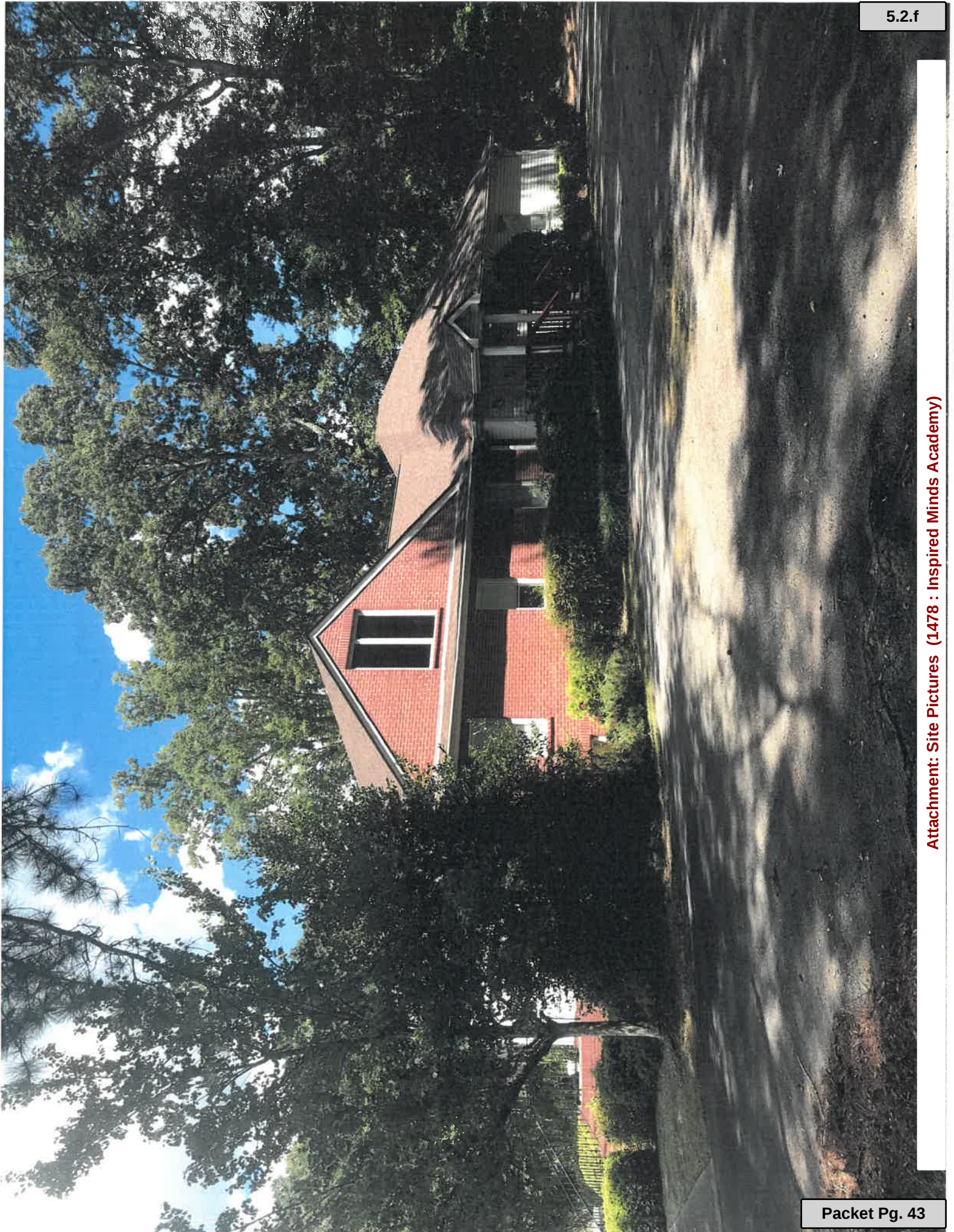




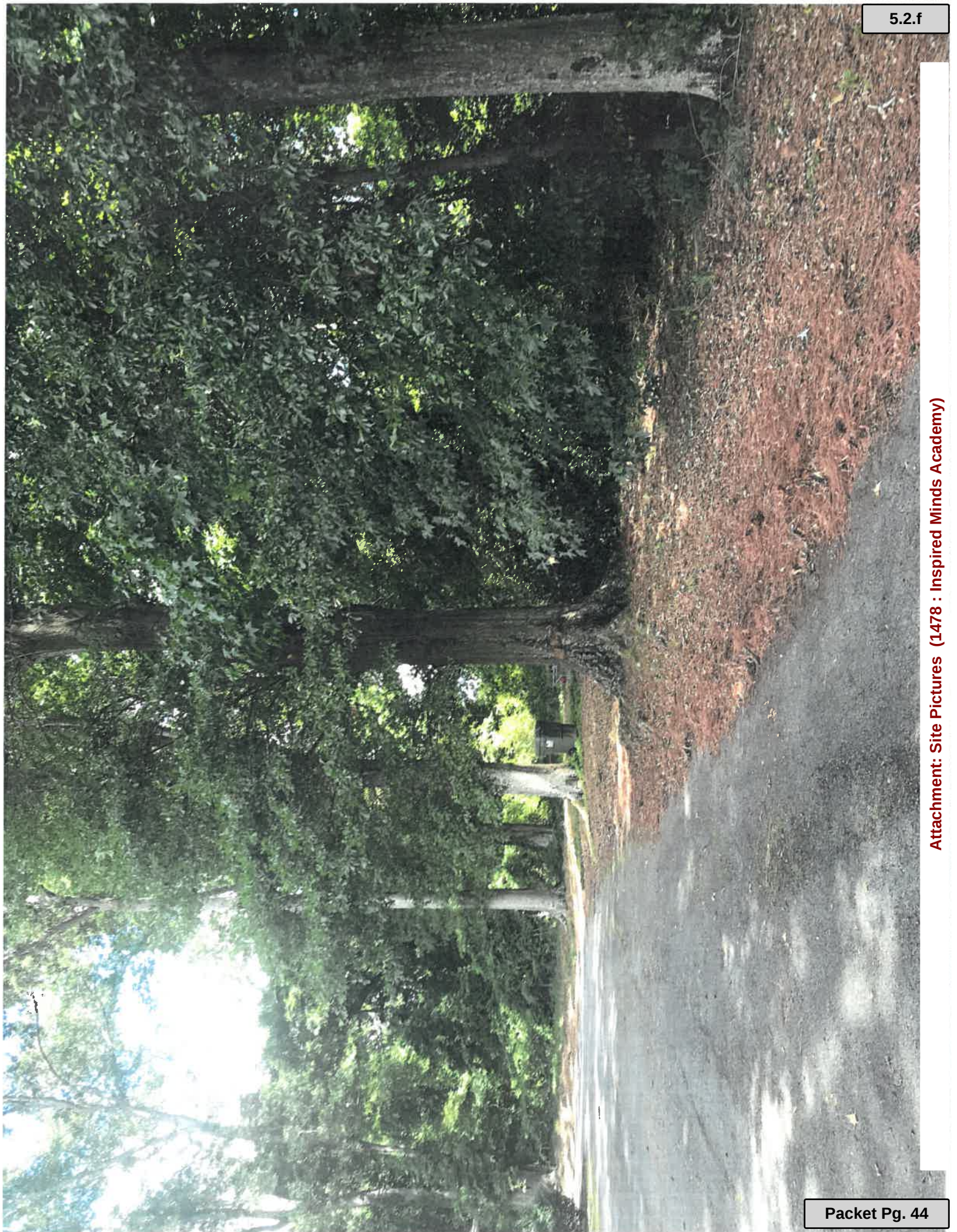
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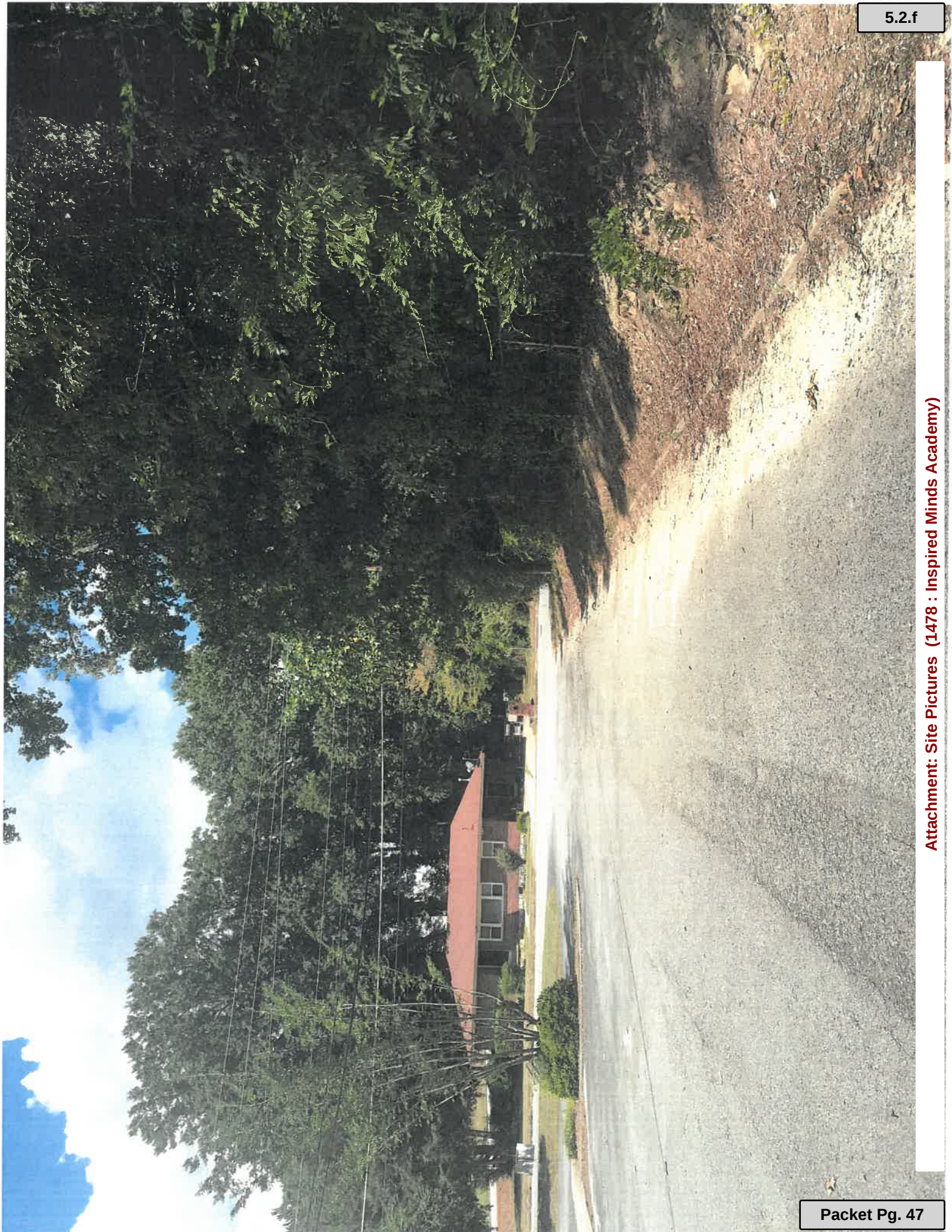
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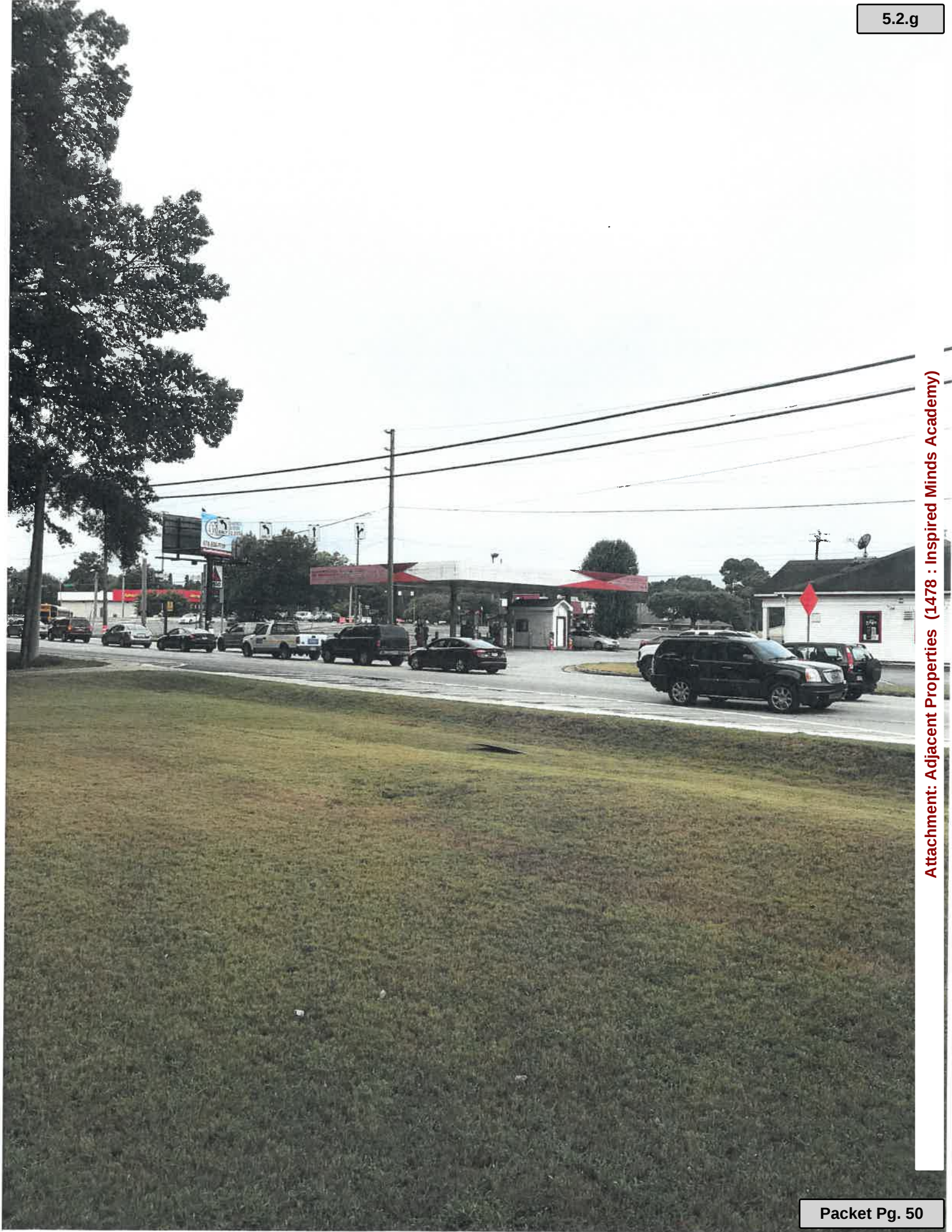












Attachment: Adjacent Properties (1478 : Inspired Minds Academy)



Attachment: Adjacent Properties (1478 : Inspired Minds Academy)

Legal Notice

Public Hearing will be held by the Mayor and Council of the City of Jonesboro at 6:00 P.M. on September 9, 2019 in the chambers of the Jonesboro Municipal Court facility, 170 South Main Street, Jonesboro, GA, to consider a Conditional Use Permit Application for “Inspired Minds STEAM Prep Academy, Inc.”, a child care center, by Teneshia Skrine for property located at 177 College Street (Parcel No. 13242D C001), Jonesboro, Georgia 30236.

David Allen
Community Development Director

Publish 8/21 and 8/28

CITY OF JONESBORO GEORGIA

PUBLIC HEARING FOR:
CONDITIONAL USE PERMIT FOR
CHILD CARE CENTER FOR PROPERTY AT
177 COLLEGE STREET, JONESBORO, GA. 30236

LOCATION
170 SOUTH MAIN STREET, JONESBORO, GEORGIA 30236

DATE: 9-09-19 TIME: 6:00 PM

FOR MORE INFORMATION, PLEASE CONTACT CITY HALL AT 770-478-3800

CITY OF JONESBORO, GEORGIA

PUBLIC HEARING FOR

Conditional Use Permit for:

CHILD CARE CENTER FOR PROPERTY AT

177 COLLEGE STREET

JONESBORO, GA. 30236

LOCATION

170 SOUTH MAIN STREET, JONESBORO, GEORGIA 30236

DATE: 9-09-19 TIME: 6:00 PM

FOR MORE INFORMATION, PLEASE CONTACT CITY HALL AT 770-478-3800



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

5.3

- 3

COUNCIL MEETING DATE
September 3, 2019

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Discussion regarding an Agreement of Services by and between the City of Jonesboro and Terracon to provide Geotechnical Engineering Services and Special Inspections for the Broad Street Plaza Project.

Requirement for Board Action *(Cite specific Council policy, statute or code requirement)*

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board Focus Area or Goal)*

Yes Economic Development

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

The City regularly procures professional services using the Request for Proposal ("RFP") process. Under limited circumstances, the City's can sole-source a contract with a consultant because of its unique knowledge or services. As we are in the final phases of planning out the Broad Street Plaza project, it is necessary that we perform a round of geotechnical services for the Firehouse, Broad Street & the Pavilion. This testing will include determining the suitable conditions of the soils in these areas.

Terracon was the selected vendor from the initial quotes based on price and service. Originally, the project took quotes for only 4 compaction tests. From this the selected bidder was Terracon. The project subsequently established that the Special Inspections condition were to be utilized. The special inspections that are to be performed are also attached. The provision of services necessary will include site visits, performing soil tests, and preparing memorandums and certifications summarizing the site visits, observations and laboratory testing of soils materials.

Fiscal Impact

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

Terracon - \$5400.00 – Geotechnical Services and Special Inspections.

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

- Terracon_GeoReportProposal8-27-19
- CMS Compaction Proposal 06-20-19
- ECS Compaction Proposal Fire Station Renovation

Staff Recommendation *(Type Name, Title, Agency and Phone)*

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

September, 3, 2019

Signature

City Clerk's Office

August 27, 2019

City of Jonesboro, GA
124 North Avenue
Jonesboro, Georgia 30236



Attn: Mr. Ricky Clark, City Manager
P: (770) 478-3800
E: rclark@jonesboroga.com

Re: Proposal for Geotechnical Engineering Services
Jonesboro Firehouse Addition
103 Mill Street
Jonesboro, Clayton County, Georgia
Terracon Proposal No. P49195152R

Dear Mr. Clark:

We appreciate the opportunity to submit this proposal to the City of Jonesboro, GA to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services. We have updated our scope of services in this revised proposal to include the latest requested boring locations submitted to us on August 23, 2019.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location / Anticipated Exploration Plan
Exhibit E	Project Specific Details Form

Our base fee to perform the Scope of Services described in this proposal is \$5,400. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office. This proposal is valid only if authorized within ninety days from the listed proposal date. If you have any questions or comments regarding this proposal or require additional services, please contact our office at (770) 623-0755.

Sincerely,

Terracon Consultants, Inc.

Yulian Kebede, P.E.
Project Manager | Geotechnical Services

John D. Lawrence, P.E.
Principal | Geotechnical Services

Terracon Consultants, Inc. 2105 Newpoint Place, Suite 600 Lawrenceville, Georgia 30043
P (770) 623 0755 F (770) 623 9628 terracon.com

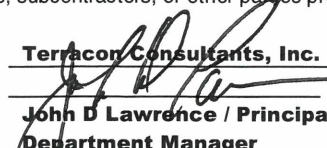
AGREEMENT FOR SERVICES

This AGREEMENT is between City of Jonesboro GA ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Jonesboro Firehouse Addition project ("Project"), as described in Consultant's Proposal dated 08/22/2019 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL, AUTOMOBILE AND EXCESS LIABILITY POLICIES.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Attachment: Terracon_GeoReportProposal8-27-19 (1491 : Geotechnical Services - Broad Street Plaza Project)

- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); excess liability (\$5,000,000 occ / agg); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage. Owner is additional insured with respect to general and auto liability.
- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
 By:  Date: **8/27/2019**
 Name/Title: **John D. Lawrence / Principal, Geotechnical Department Manager**
 Address: **2105 Newpoint Pl, Ste 600
Lawrenceville, GA 30043-5557**
 Phone: **(770) 623-0755** Fax: **(770) 623-9628**
 Email: **John.Lawrence@terracon.com**

Client: **City of Jonesboro GA**
 By: _____ Date: _____
 Name/Title: **Ricky Clark / City Manager**
 Address: **124 North Ave
Jonesboro, GA 30236-3278**
 Phone: **(770) 478-3800** Fax: _____
 Email: **rcclark@jonesboroga.com**

Proposal for Geotechnical Engineering Services

Jonesboro Firehouse Addition ■ Jonesboro, Clayton County, Georgia

August 27, 2019 ■ Terracon Proposal No. P49195152R



EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described in various email and drawings/sketches we received. We have not visited the project site to assess existing site conditions and/or accessibility. We request the design team verify all information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at 103 Mill Street in Jonesboro, Clayton County, Georgia. Approximate Coordinates: 33.521128°N / -84.355257°W (See Exhibit D)
Existing Improvements	From publicly available aerial imagery, we understand that there is a fire station building with ongoing construction on the rear of the building.
Current Ground Cover	Existing building, pavements, landscaping, and exposed earth
Existing Topography	Grading plans were recently provided. It appears that the site slopes down towards the west along Mill Street.
Site Access	We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment.
Expected Subsurface Conditions	Our experience in the vicinity of the proposed development or geologic maps indicates subsurface conditions consist of residual silty sand. Some old fills may be present as there has been previous site development.

Planned Construction

Item	Description
Information Provided	Our understanding of the project is based upon email correspondence and telephone conversations with you, and the latest PDF email document from TSW Architects dated August 7, 2019.
Project Description	The proposed project includes construction of a new single-story addition (Gathering Place) to an existing fire station structure. There will also be a covered stage and new building constructed near the center of the overall development. There will be parking and driveway areas reconstructed on the south and west sides of the development. A new storm sewer line and a series of finger drain lines will be installed.
Building Construction	Unknown, but believed to be wood-framed structures.
Finished Floor Elevation	Assumed to be near existing site grades.

Proposal for Geotechnical Engineering Services

Jonesboro Firehouse Addition ■ Jonesboro, Clayton County, Georgia

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Item	Description
Maximum Loads (Estimated)	■ Gathering Place Columns: 50 kips ■ Walls: 3 kips per linear foot (klf) ■ Slabs: 100 pounds per square foot (psf) ■ Stage and New Building: As above, or lighter
Grading/Slopes	As the site is relatively level, we do not anticipate cuts and fill of more than about 3 feet.
Below-Grade Structures	None anticipated
Pavements	Traffic information has not been provided, and pavement design is not part of the current project scope.

Attachment: Terracon_GeoReportProposal8-27-19 (1491 : Geotechnical Services - Broad Street Plaza Project)

Proposal for Geotechnical Engineering Services

Jonesboro Firehouse Addition ■ Jonesboro, Clayton County, Georgia

August 27, 2019 ■ Terracon Proposal No. P49195152R



EXHIBIT B - SCOPE OF SERVICES

The purpose of this study will be to provide geotechnical engineering exploration and recommendations for the new buildings, the grading features on the south and west sides of the site, and the new storm sewer and finger drains for stormwater control. Our proposed Scope of Services consists of field exploration, engineering analysis and report preparation. These services are described in the following sections.

Field Exploration

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
4	15 or auger refusal	Gathering Place, New Building and Stage
8	10 or auger refusal	Graded Areas, Storm Sewer, Finger Drains

1. Below ground surface.

Our exploration assumes that a shallow foundation system will be utilized. The borings will be extended to the planned depths or auger refusal, if shallower. If auger refusal is encountered shallower than 10 feet, we will attempt to conduct one offset boring to further assess the refusal materials. A total soil boring drilling footage of up to 140 feet is planned.

Boring Layout and Elevations: Field measurements from existing site features will be utilized to establish boring locations. Approximate ground surface elevations at the boring locations can be interpolated from the provided topographic plan.

Subsurface Exploration Procedures: We will advance soil borings with an ATV-mounted drill rig using continuous flight hollow stem augers. Soil sampling will be performed in general accordance with industry standard procedures wherein split-barrel samples (SPT) are obtained. Four SPT samples will be obtained in the upper ten feet of each boring and at intervals of about five feet thereafter. The SPT resistance values, also referred to as N-values, will be indicated on the boring logs at the test depths. The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a geotechnical engineer. Upon completion of drilling and observation of groundwater levels the boreholes will be backfilled with auger cuttings. Boreholes performed in existing pavement areas will be patched with asphalt cold patch.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs will include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, will represent

Proposal for Geotechnical Engineering Services

Jonesboro Firehouse Addition ■ Jonesboro, Clayton County, Georgia

August 27, 2019 ■ Terracon Proposal No. P49195152R



the geotechnical engineer's interpretation, and will include modifications based on observations and laboratory tests.

Site Access: Our fee is based on the site being accessible to our ATV-mounted drilling equipment and Terracon providing layout of the borings. If otherwise, Terracon should be notified so that we may adjust our scope of services and fee.

In order to conduct our exploration of the project site, we must be granted access by the property owner. By acceptance of this proposal without information to the contrary, we consider that you have provided access to our exploration equipment for the conduct of our work consistent with the agreed work scope. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing field work.

Property Disturbance: We will take reasonable efforts to reduce damage to the property as a result of our exploration activities, such as rutting of the ground surface. However, in the normal course of our work some such disturbance will occur. We have not budgeted to restore the site beyond backfilling our boreholes and patching pavements as necessary. If there are any restrictions or special requirements regarding this site or exploration, please provide them with your acceptance of this proposal.

Excess auger cuttings will be disposed of on the site by spreading in the area of each exploration point. Because backfill material often settles below the surface after a period of time, we recommend you observe the exploration points periodically for signs of depressions and backfill them if necessary.

Safety

We are committed to the conduct of our work safely. Our field crews will make excavations to sample the soils. Such excavations could encounter subsurface utilities and/or environmental hazards. We will contact Georgia 811, the Utility Protection Center, as required by law, and we will not perform excavations without an understanding of the subsurface utilities present based upon markings made by the various responsible parties. However, such utility location services only delineate subsurface utilities in public easements, and the potential to encounter other private, unknown underground hazards remains.

Private utilities should be marked by the owner/client prior to commencement of field exploration. If the owner/client is not able to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating service. Fees associated with a private utility locator are presented as an additional service if not provided by the client.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be

Proposal for Geotechnical Engineering Services

Jonesboro Firehouse Addition ■ Jonesboro, Clayton County, Georgia

August 27, 2019 ■ Terracon Proposal No. P49195152R



readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Terracon will be responsible to the extent that we will drill only in areas where utilities have been properly located and marked. Terracon is not responsible to the extent of any loss, damage, or injury caused by the failure to locate a utility properly or inaccurate and/or incomplete information provided by others.

We are not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program. Our scope considers that standard OSHA Level D Personal Protection Equipment (PPE) is appropriate.

Engineering and Project Delivery

Results of our field program will be evaluated by a professional engineer registered in the State of Georgia. The engineer will develop a geotechnical site characterization, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Our findings and recommendations will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When services are complete, we will upload a printable version of our geotechnical engineering report, including the professional engineer's seal and signature

The geotechnical engineering report will provide the following:

- A brief review of our subsurface exploration procedures;
- A summary of the area and site geologic conditions;
- Site and Boring Location Plans;
- Soil boring logs and soil stratification based on visual soil classification;
- Site preparation recommendations including stripping and possible special undercutting and/or stabilization;
- Suitability of on-site soils for use as structural fill;
- Anticipation of groundwater control, if needed;
- Anticipated excavation conditions, including difficult excavation, if needed;

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Terracon

- Seismic site class based on boring data in accordance with 2012 IBC;
- Recommended footing foundation support alternatives, including design bearing capacity.

Additional Services

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration and Reporting (12 borings, up to 140 feet of soil drilling and data report preparation)	\$5,400

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Private Utility Locate Service ¹	\$700	
Concrete Coring ² (Estimate for 6 cores)	\$400	
Additional Drilling (beyond the estimated 140 lin. feet)	\$20/foot	

1. If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.
2. Concrete pavements and floor slabs require concrete coring prior to soil test drilling.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Proposal for Geotechnical Engineering Services

Jonesboro Firehouse Addition ■ Jonesboro, Clayton County, Georgia

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If we are authorized to proceed and the client subsequently postpones or cancels the work, we will invoice the client for the costs of project set up, mobilization, and associated engineering time incurred prior to notice of cancellation. Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal.

If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your written authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

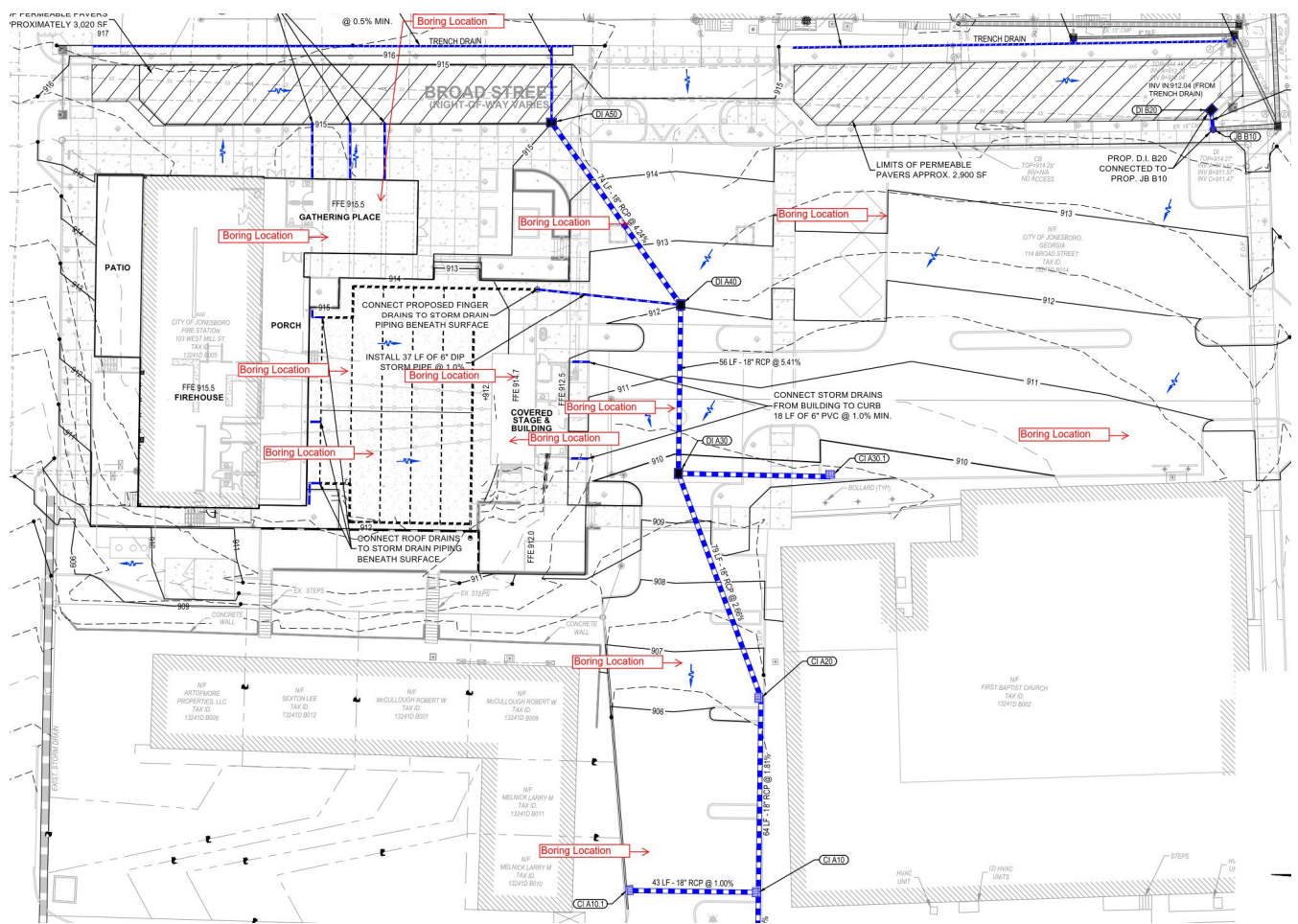
GeoReport® Delivery	Posting Date from Notice to Proceed ^{1, 2}
Project Planning (includes field locating of borings, coordinating site access, and scheduling utility clearances)	5 business days
Site Characterization (includes clearing access to boring locations and field exploration activities)	10 business days
Geotechnical Engineering (includes laboratory testing, engineering analysis, and reporting)	15 business days

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport®** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

EXHIBIT D – SITE LOCATION / ANTICIPATED EXPLORATION PLAN

Jonesboro Firehouse Addition ■ Jonesboro, Clayton County, Georgia

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Terracon

Proposed Boring Location Plan
Terracon Proposal No. 49195152R
August 27, 2019

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY GOOGLE EARTH

Attachment: Terracon_GeoReportProposal8-27-19 (1491 : Geotechnical Services - Broad Street Plaza Project)

EXHIBIT E – PROJECT SPECIFIC DETAILS FORM

Jonesboro Firehouse Addition ■ Jonesboro, Clayton County, Georgia
 August 27, 2019 ■ Terracon Proposal No. P49195152R



Project Name			
Project Location			
Client Contact			
Client Contact	Name		Phone
	Email		
Terracon Contact	Name		Phone
	Email		
Invoicing Instructions	Contact Name		
	Contact Address		
	Contact Email		
	Contact Phone		
	Email / Mail / Upload		
	Other		
Special Forms / Requirements	Form	Required Y/N	If Yes, please provide details/forms
	COI		
	W9		
	PO #		
	Pay App		
	Lien Waiver		
	Other		

Attachment: Terracon_GeoReportProposal8-27-19 (1491 : Geotechnical Services - Broad Street Plaza Project)



CONSTRUCTION MATERIALS SERVICES, INC.
 105 Park 42 Drive Suite A; Locust Grove, GA 30248-2545
 Phone: (770) 914-1744 Fax: (770) 914-0412
 Website: www.cmsnatl.com Email: info@cmsnatl.com

Geotechnical Engineering - Materials Testing - Asphalt Mix Design - Soil Surveys – Environmental

June 20, 2019

Mr. Steve Watson
 4PM, Inc.
 205 Corporate Center Drive, Suite B
 Stockbridge, GA 30281

RE: Construction Materials Testing Service
 103 Mill Street
 Jonesboro, Georgia

Dear Mr. Watson:

Construction Materials Services, Inc. (CMS) thanks you for the opportunity to submit this proposal to perform construction materials testing services for the above referenced project.

BUDGETARY ESTIMATE

Soil Compaction Testing

- Compaction tests (± 4 compactions @ \$150.00/each) $\pm \$600.00$

Dynamic Cone Penetration (DCP) Testing – Load Bearing Capacity

- 4 Locations - ± 6 (DCP) Tests per Location @ \$10 each \$240.00
- Engineer review and Report fees (\$50.00 minimum charge) $\pm \$50.00$
- Equipment/Trip Fee (Included)

Lab Tests

- One-Point Proctor (1 @ \$50.00/each) $\pm \$50.00$

Budgetary Estimate Total $\pm \$940.00$

Attachment: CMS Compaction Proposal 06-20-19 (1491 : Geotechnical Services - Broad Street Plaza Project)

Testing and inspections will only be performed when specifically requested by an authorized contractor, subcontractor or owner representative. Therefore, the frequency of testing will determine the overall testing bill. The number of failing tests and the time of day testing is performed are unknown factors which contribute to fluctuations in total price. Should additional services be requested, they will be performed in accordance with our "Schedule of Testing Fees and Charges," which is attached.

CMS assumes the following:

- CMS will have written permission from the property owner to test this site.
- CMS will not be responsible for any damage to subsurface utilities not properly located.
- CMS will not be held responsible for any design, construction or future maintenance issues on this site.

If you are in agreement with this proposal, please sign and date below to authorize Construction Materials Services, Inc. as your materials testing consultant for this project. *All signed authorizations to proceed can be emailed to andrewjohnson@cmsnatl.com or fax to the attention of Andrew Johnson at (770) 914-0412.*

AUTHORIZATION TO PROCEED

Authorized by: _____
(Print Name)

Signature: _____

Date: _____
Invoice Terms (Net 30 Days from Invoice Date; 3% interest per month charged on past due invoices.)

We look forward to working with you on this project. If you have any questions, please call us at (770) 914-1744 or via email.

Respectfully submitted,

CONSTRUCTION MATERIALS SERVICES, INC.



Andrew Johnson, PE
President



ECS Southeast, LLP

Proposal for Geotechnical Exploration

Fire Station Renovation

Jonesboro, Georgia

ECS Proposal Number 10:14465

June 21, 2019





ECS SOUTHEAST, LLP

"Setting the Standard for Service"

Geotechnical • Construction Materials • Environmental • Facilities

June 21, 2019

Mr. Steve Watson
4PM
205 Corporate Center, Suite 8
Stockbridge, GA 30281

RE: Proposal for Geotechnical Exploration
Fire Station Renovation
103 Mill Street
Jonesboro, Georgia

ECS Proposal No. 10:14465

Dear Mr. Richardson:

Based on the information provided, ECS Southeast, LLP (ECS) is pleased to submit this proposal to perform a geotechnical exploration for the above referenced project. This proposal consists of project information, scope of services, cost, and schedule.

PROJECT INFORMATION

From information provided, we understand the following:

- The site is located at 103 Mill Street in Jonesboro, Georgia.
- The site is developed with an existing building with associated parking lot and green space.
- The proposed project consists of the construction of a 1-story building addition.
- No structural loading information has been provided.
- No grading information has been provided.

We have assumed the following for budgeting purposes:

- The borings are accessible with an ATV mounted drill rig.
- Any private utilities on-site will be either marked in the field or shown on an as-built utility plan provided to ECS prior to mobilization to help reduce the chance of encountering underground utilities during drilling operations. If needed, ECS can provide a private utility locator at an additional cost.
- Work may be performed during normal business hours (Monday - Friday 8am to 5pm).
- Borings will be backfilled with the auger cuttings and the surface patched with like materials. Any excess soil spoils will be left onsite.
- Repair of landscaping and grass due to drill rig access is outside the scope of services.

Attachment: ECS Compaction Proposal Fire Station Renovation (1491 : Geotechnical Services - Broad Street Plaza Project)

SCOPE OF SERVICES

As requested, we have budgeted for a total of 4 Standard Penetration Test (SPT) borings in the proposed building addition area to a depth of 20 feet below existing ground surface. The purpose of the field exploration would be to provide information on the soil and groundwater conditions on the site.

The soil test borings will be drilled to the proposed depths or refusal, whichever first occurs. If shallow auger refusal is encountered in the top 5 feet of any boring, an offset boring will be performed. Borings will be deepened if fill or alluvial soils are encountered at planned boring termination depths at a unit rate of \$11.50 per linear foot. Split spoon samples obtained during drilling will be visually classified according to the Unified Soil Classification System (USCS).

Groundwater levels will be checked at the time of drilling. If conditions are discovered during exploration or testing which may adversely impact the project, you would be contacted and informed of the conditions found.

Upon completion of drilling operations, the samples will be returned to our laboratory in Marietta, GA for further identification and testing. To assist in soil classification and estimation of engineering properties for the geotechnical engineering study, limited laboratory soil testing will be performed. Laboratory work on selected samples will include moisture content, gradation analysis and Atterberg Limit testing.

When the field exploration has been completed, a written report outlining the findings and recommendations will be published. An electronic color PDF version of the report will be issued after completion. Up to 2 hard copies of the final report will be mailed on request. The report will describe the site conditions, topography, drainage conditions, geologic information, and subsurface data, as well as provide an engineering evaluation of the site relative to the proposed development. Some of the specific items addressed will include:

1. Results of the exploration including boring logs and laboratory testing results.
2. Foundation design recommendations.
3. Determination of potential unsuitable soil or fill material.
4. Site preparation and fill placement recommendations.

COST/SCHEDULE

ECS will perform the geotechnical services on a lump sum basis for **\$3,950.00**. This cost will not be exceeded without your approval.

We assume that borings are accessible and can be located in the field using approximate methods. Please note that we cannot be responsible for any private underground utilities that are not indicated to us in advance. If required, we can provide the owner with a private utility line locator at an additional cost. Boring elevations will be interpreted from topographic information supplied by you. If conditions are encountered which indicate that additional testing or engineering is advisable, we will contact you prior to exceeding the lump sum. The lump sum fee also assumes that work will be performed during normal business hours. Any additional services beyond the basic scope listed above will be performed in accordance with our standard unit prices.

We are prepared to start immediately upon receipt of written authorization. ECS will obtain a utility ticket from the Georgia Utility Protection Center. Public utility clearance generally requires 3 days to complete. We estimate that drilling can be completed in 1 to 2 working days, if the weather cooperates. Once the field work has been completed, laboratory testing, engineering analysis and preparation of the geotechnical report can be completed in another 5 to 7 working days for a total turnaround time of about 18 working days. **To expedite your evaluations, verbal opinions on geotechnical related issues will be offered shortly after the fieldwork had been completed.**

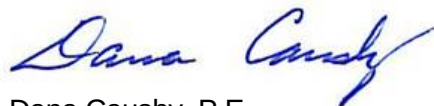
CLOSING

ECS is prepared to initiate this proposal in a timely manner upon receipt of written authorization to proceed. To accept this proposal, please sign the attached Proposal Acceptance page and return one copy to ECS to authorize our proposed scope of work. Issuance of a purchase order or other directive to proceed (verbal, written, or electronic) implicitly acknowledges acceptance of the Terms and Conditions of Service. This Proposal for Services and the Terms and Conditions of Service shall constitute the entire agreement between the Client and ECS.

Thank you for allowing us to offer our services on this project. If you have questions concerning the contents of this proposal, or if we can be of further service, please contact us at (770) 590-1971.

Sincerely:

ECS SOUTHEAST, LLP as represented by:



Dana Causby, P.E.
Senior Project Engineer



Jay Hornsby, P.G.
Geotechnical Department Manager

Attachments:

Terms and Conditions of Service

Attachment: ECS Compaction Proposal Fire Station Renovation (1491 : Geotechnical Services - Broad Street Plaza Project)

PROPOSAL ACCEPTANCE

**Geotechnical Exploration
Fire Station Renovation
Jonesboro, Georgia**

Lump Sum: **\$ 3,950.00**

Optional Services

Private Utility Locator: cost +15%

Yes ☐ No ☐

Client Signature: _____
Print Name: _____
Title/Firm: _____
Date of Acceptance: _____

To accept this proposal, please sign this page and return one copy to ECS to authorize our proposed scope of work. This will indicate acceptance of the proposal and the attached Terms and Conditions of Service. Issuance of a purchase order or other directive (verbal, written, or electronic) to proceed implicitly acknowledges acceptance of the Terms and Conditions of Service. This Proposal for Services and the Terms and Conditions of Service shall constitute the entire agreement between the Client and ECS.

BILLING INFORMATION

(Please Print or Type)

Party Responsible for Payment: _____
Name of Contact Person/Title: _____
Billing Address: _____

Telephone Number: _____
Fax Number: _____
Email address: _____
Client Project/Account Number _____

Attachment: ECS Compaction Proposal Fire Station Renovation (1491 : Geotechnical Services - Broad Street Plaza Project)



ECS SOUTHEAST, LLP TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Subsidiary, LLP ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and improvements during the performance of its Services. CLIENT understands that use of exploration, boring, sampling, or testing equipment may cause damage to Site. The correction and restoration of such common damage is CLIENT responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility local services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subsurface structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS and CLIENT, ECS will retain samples not consumed in laboratory testing for up to 60 (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples, sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract nor arrange for the transport, disposal, or treatment of Hazardous Materials. CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances but CLIENT shall be solely responsible for the final selection of methods and facilities to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision in this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely

affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate

of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in Proposal.

- 15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of Consumer Price Index (CPI-U) for all items as established by www.bls.gov when CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of E invoices, and that timely payment is a material consideration for this Agreement. payment shall be in U.S. funds drawn upon U.S. banks and in accordance with rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-(1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of invoiced amount in dispute. All payments will be applied to accrued interest and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees and expenses incurred by ECS in obtaining payment under this Agreement for perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT and CLIENT'S Contractors shall promptly inform ECS during active work of any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of Agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

- 19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- 19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportionate to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

- 21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which Project is located, reasonably specifying each and every act or omission which certifier contends constitutes a violation of the Standard of Care. Such certifier shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceeding.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

- 24.1 A party that believes the other has materially breached these Terms shall issue written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach, present facts showing the absence of such breach. If a cure can be agreed to, the matter otherwise resolved within thirty (30) calendar days from the date of termination notice, the parties shall commit their understandings to writing. If termination shall not occur.

- 24.2 Either party may waive any right provided by these Terms in curing an actual alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

- 25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilization, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants in these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.

30.0 TITLES; ENTIRE AGREEMENT

- 30.1 The titles used herein are for general reference only and are not part of the Terms.
- 30.2 These Terms together with the Proposal, including all exhibits, appendices, other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings, negotiations are superseded by this Agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT'S execution of a Work Authorization, the submission of a start-up authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or attached Work Authorization, CLIENT agrees that by authorizing and accepting services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

5.4

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COUNCIL MEETING DATE
September 3, 2019

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Discussion regarding a Service Agreement by and between the City of Jonesboro and Syreta Kwindima to provide Logic & Accuracy Testing for the November 5, 2019 General Election.

Requirement for Board Action *(Cite specific Council policy, statute or code requirement)*

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board Focus Area or Goal)*

Yes

Community Planning, Neighborhood and Business Revitalization

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Logic and Accuracy (L&A) Testing is a collection of pre-election procedures that insure that the voting equipment and ballots to be used in an upcoming election can properly display the ballot, collect votes, and tabulate results. Usually referred to as L&A, these tests occur prior to the election and are conducted in such a way as to make public observation of the procedures and results possible. The historical purpose of L&A was to permit candidates, parties and the public to review ballots and lever machine programming prior to the election. The purpose was to demonstrate that the ballot was accurate, complete and votes cast could be properly tabulated.

In August 2019, staff received a memorandum from the Office of the Secretary of State advising that the longtime vendor ES&S would be ceasing operations in Georgia. This particular entity has historically served as the contractor to fulfill the legal requirements of Logic and Accuracy Testing on our voting machines. In addition, the vendor served as the point of contact for any machine related issues on Election Day. As these services are no longer available, staff has been contacted by the County Elections Director with regards to another independent contractor that would provide the services. Sherita Kwindima is the independent contractor that will provide the services for both the County and the cities utilizing DRE's. The cost for the service is \$1450 per day and she usually can complete testing in a day for municipalities pending the size of the city.

Logic and accuracy testing (L&A) of voting equipment prior to any election or primary is required by law in the state of Georgia (OCGA §21-2-374(b); §21-2-379.6(c)). Under the law, the State Election Board of Georgia (SEB) has the authority to establish rules governing the testing process. SEB Rule 183-1-12-.02(3) and its subsections outline the operations that are to be tested during the L&A process. L&A tests are the responsibility of the local election superintendent (OCGA §21-2-374(a); §21-2-379.6(a)). Logic and accuracy testing is done to confirm that voting equipment "will correctly count the votes cast for all offices and on all questions" (OCGA §21-2-374(b); §21-2-379.6(c)). Tests being performed to ascertain whether voting equipment will correctly count the votes is to be open to the public (OCGA §21-2-374(b); §21-2-379.6(c)). Public notice of the time and place of the test shall be made at least five days prior to the beginning of the test, however, that, in case of a runoff, the public notice shall be made at least three days prior thereto (OCGA §21-2-374(b); §21-2-379.6(c)). Public notice should be placed in the Legal Organ of the jurisdiction conducting the testing. The notice must outline the starting time and location of the testing. The notice does not have to include an ending time for the testing. The preparation and testing of voting equipment is to be open to members of the public to observe; however such members of the public shall not in any manner interfere with the preparation and testing of the DRE units. Thus to prevent any

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

September, 3, 2019

Signature

City Clerk's Office

interference by the public when observing, the election superintendent may make such reasonable rules and regulations concerning the conduct of those members of the public wishing to observe. These rules shall not prevent members of the public from fairly observing (SEB Rule 183-1-12.02(3)(b)(1)(i)).

5.4

Fiscal Impact

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

- L&A Testing Agreement - Syreta Kwindima

Staff Recommendation *(Type Name, Title, Agency and Phone)*

Approval

SERVICE AGREEMENT

This Service Agreement is made effective as of August 23, 2019 by and between (name) _____, (address) _____, and Syreta Kwindima, independent contractor P.O. Box 99, Pine Lake, Georgia 30072. In this Agreement, the party who is contracting to receive the services shall be referred to as "Contractor", and the party who will be providing the services shall be referred to as "Recipient."

- 1. DESCRIPTION OF SERVICES.** Beginning on September 1, 2019 will provide the following services:

Logic & Accuracy Testing for November 5, 2019 General Election.
September TBD 2019 (1 to 24 Units to be tested; 2 OS)

- 2. PAYMENT FOR SERVICES.** Recipient will pay compensation to Syreta Kwindima for services: L&A Testing \$1450.00 per day. Payment is due upon the agreed date of L&A Testing.

- 3. TERM/TERMINATION.** This Agreement may be terminated by either party upon 30 days' written notice to the other party.

4. CONFIDENTIALITY. Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Recipient. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Recipient, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Recipient, and any and all trade secrets, customer lists, or pricing information of the Recipient. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. Will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the, or divulge, disclose, or communicate in any manner any Confidential Information. Will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, will return to all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the term of this Agreement.

5. NO RIGHT TO ACT AS AGENT. An "employer-employee" or "principal-agent" relationship is not created merely because (1) the Recipient has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or (2) the Recipient has or retains the right to stop work done improperly. The Contractor has no right to act as an agent for the Recipient and has an obligation to notify any involved parties that it is not an agent of the Recipient.

6. ENTIRE AGREEMENT. This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters

contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

7. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Georgia.

8. SIGNATORIES. This Agreement shall be signed by _____ on behalf of _____ County and by Syreta Kwindima. This Agreement is effective as of the date first above written.

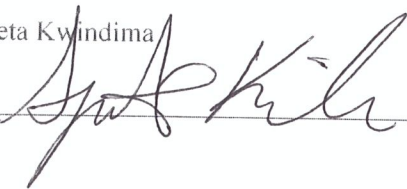
RECIPIENT:

By: _____

CONTRACTOR:

Syreta Kwindima

By:

 8/27/19



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

5.5

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COUNCIL MEETING DATE
September 3, 2019

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

Requested Action (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)

Discussion regarding Resolution #2019-009 recommending a service agreement with Piper Jaffray & Co. to perform services a financial advisor.

Requirement for Board Action (Cite specific Council policy, statute or code requirement)

Is this Item Goal Related? (If yes, describe how this action meets the specific Board Focus Area or Goal)

Yes

Economic Development, Innovative Leadership

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Recommendation

It is recommended that the City Council approve the attached resolution authorizing the City Manager to execute a Service Agreement with Piper Jaffray Co. to perform services for the City of Jonesboro as financial advisor.

Background

From time to time the City has need of financial advisory services related to issuing bonds that are highly technical and require the services of a financial advisor with specialized expertise. Piper Jaffray Co. has served as the City's financial advisor for many years has provided superior service during that time. Staff wishes to continue to engage Piper Jaffray Co. for future bond issues. Staff requests that the City Council authorize the procurement of financial advisory services, on an as needed basis, from Piper Jaffray Co. at the rates set forth in Exhibit A to the proposed resolution accompanying this report, and contingent upon the availability of existing funds.

Our primary connect will be Ed Wall. Mr. Wall has served as underwriter, placement agent or financial advisor to over half of the cities, counties and authorities in the state of Georgia since he began his career in public finance in 1984. Wall has managed municipal bonds in a broad range of sectors including, but not limited to: hospitality, transportation, economic development, water and sewer, gas, industrial development, healthcare, public utilities, airport, public improvement, education k-12 and higher education.

Wall graduated from Georgia Institute of Technology and began his career at Lex Jolley & Co., Inc. in 1984. Wall worked directly with Mr. Lex Jolley, Sr., who had been in the brokerage business in Georgia since 1925 and was the dean of broker/dealers in Georgia. Wall joined partnership with W.L.M. Knox, Jr. in 1995 and formed Knox Wall. Knox Wall was later purchased by Morgan Keegan, where Wall served as managing director for 12 years. Wall joined Piper Jaffray in March of 2012.

Wall has volunteered throughout his life in the church and his community. He served on the board of MARTA for over nine years including the position of Chairman and currently serves on the DeKalb County Pension Board.

Pursuant to MSRB and SEC rules, Ed Wall must be engaged as Financial Advisor to any entity in which he provides

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

September, 3, 2019

Signature

City Clerk's Office

municipal financial advice.

5.5

Fiscal Impact

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

Exhibits Attached (Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)

- FA Agreement Jonesboro (City of) 8.29.19

Staff Recommendation *(Type Name, Title, Agency and Phone)*

Approval

FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the “Agreement”) is entered into on August ____ 2019 by and between City of Jonesboro, Georgia (the “Client”) and Piper Jaffray & Co. (“Piper Jaffray” or the “Financial Services Provider”). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the “Effective Date”).

I. Scope of Services.

- (A) **Services to be provided.** Piper Jaffray is engaged by the Client to provide services with respect to the planned issuance of the Client’s bonds to be issued from time to time during the term of this Agreement (the Issue(s)).
- (B) **Scope of Services.** The Scope of Services to be provided respecting the Issue(s) may consist of the following, if directed by the Client:
1. Evaluate options or alternatives with respect to the proposed new Issue(s).
 2. Review recommendations made by other parties to the Client with respect to the new Issue(s).
 3. Consult with and/or advise the Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on the Issues or Products.
 4. Assist the Client in establishing a plan of financing.
 5. Assist the Client in establishing the structure, timing, terms and other similar matters concerning the Issue.
 6. Prepare the financing schedule.
 7. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum.
 8. Consult and meet with representatives of the Client and its agents or consultants with respect to the Issue.
 9. Attend meetings of the Client’s governing body, as requested.
 10. Advise the Client on the manner of sale of the Issue.
 11. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue.
 12. In a competitive bid sale, prepare the bid package, obtain CUSIP numbers, assist the Client in collecting and analyzing bids submitted by underwriters and in connection with the Client’s selection of a winning bidder.
 13. At the time of sale, provide the Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients.
 14. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise the Client on matters relating to retail or other order periods and syndicate priorities, review the order book, and if directed by the Client, advise on the acceptability of the underwriter’s pricing and offer to purchase.
 15. Assist the Client in identifying an underwriter in a negotiated sale or other deal participants such as an escrow agent, accountant, feasibility consultant, etc. to work on the Issue.
 16. Respond to questions from underwriters.
 17. Arrange and facilitate visits to, prepare materials for, and make recommendations to the Client in connection with credit ratings agencies, insurers and other credit or liquidity providers.
 18. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds.
 19. Prepare a closing memorandum or transaction summary.

20. Advise Client on potential refunding or other refinancing opportunities of its outstanding Issue(s).
21. If directed by the Client, review recommendations made by third parties with respect to outstanding issue(s).
22. Consult with and/or advise Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on Client's outstanding Issue(s).
23. Advise Client on post-issuance disclosure compliance matters, including specific issues that may arise from time to time and the preparation, review and revision of applicable policies and procedures, relating to outstanding Issue(s).
24. Assist Client in responding to inquiries from investors or other market participants in connection with Client's outstanding Issue(s).
25. Advise on the Client's budget and other financial issues.
26. Assist with economic incentives to include tax abatement calculations and meeting with economic development prospects.

For Services Respecting Official Statement. Piper Jaffray has not assumed responsibility for preparing or certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to written information about Piper Jaffray as the municipal advisor if provided by Piper Jaffray in writing for inclusion in such documents.

II. Limitations on Scope of Services. In order to clarify the extent of our relationship, Piper Jaffray is required under MSRB Rule G-42¹ to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and the Financial Services Provider.

To assist us in complying with our duties to our regulators, you agree that if we are asked to evaluate the advice or recommendations of third parties, you will provide us written direction to do so.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing.

III. Amending Scope of Services. The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

IV. Compensation. Compensation is based on a fixed and hourly fee and is contingent on size of bond issue or nominal value of product and contingent on closing.

As compensation for the services rendered pursuant to this Agreement, the City shall pay the Financial Services Provider a fee of \$225.00 per hour.

For issuance of debt, where Financial Services Provider serves as Financial Advisor, a fee of \$10.00 per \$1,000 principal amount of debt issued plus reasonable and direct out of pocket expenses approved in advance by the City.

Compensation is based on a fixed fee contingent on size of bond issue and/or hourly fee, if applicable.

¹ See MSRB Rule G-42(c)(v).

For tax abatement transactions, the fee will be mutually agreed to by the parties.

V. IRMA Matters. If the Client has designated Piper Jaffray as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper Jaffray, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper Jaffray and Client agrees not to represent, publicly or to any specific person, that Piper Jaffray is Client’s IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper Jaffray’s prior written consent.

VI. Piper Jaffray’s Regulatory Duties When Servicing the Client. MSRB Rule G-42 requires that Piper Jaffray undertake certain inquiries or investigations of and relating to the Client in order for Piper Jaffray to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper Jaffray know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper Jaffray undertakes a determination of suitability of any recommendation made by Piper Jaffray to the Client, if any or by others that Piper Jaffray reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper Jaffray any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper Jaffray in carrying out these duties to inquire or investigate, including providing to Piper Jaffray accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper Jaffray provide advice with regard to any recommendation made by a third party, the Client will provide to Piper Jaffray written direction to do so as well as any information it has received from such third party relating to its recommendation.

Expenses. Piper Jaffray will be responsible for all of Piper Jaffray’s out-of-pocket expenses unless otherwise agreed upon or if travel is directed by Client. If travel is directed by the Client, Client will reimburse Piper Jaffray for their reasonable and direct expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like. Client will be advised actual amounts of issuance costs by Piper Jaffray prior to expenditure and will approve all costs prior to such expenditure.

The Client will reimburse Piper Jaffray in addition to the fees outlined in this section for the preparation, distribution, printing and mailing costs associated with the preliminary and final official statement for the Issue contemplated herein, when applicable.

VII. Term of Agreement. The term of this Agreement shall begin on the Effective Date and ends, unless earlier terminated as provided below, on December 31, 2019, without further obligation on the part of the client, this Agreement shall automatically renew for additional one-year terms unless otherwise terminated by client at least 30 days prior to the conclusion of either the initial term or any renewal term. This Agreement shall terminate absolutely on September 30, 2022.

This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. All fees due to Piper Jaffray shall be due and payable upon termination. Upon termination, the obligations of Piper Jaffray under this Agreement, including any amendment shall terminate immediately and Piper Jaffray shall thereafter have no continuing fiduciary or other duties to the Client. The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

VIII. Independent Contractor. The Financial Services Provider is an independent contractor and nothing herein contained shall constitute or designate the Financial Services Provider or any of its employees or agents as employees or agents of the Client.

IX. Entire Agreement/Amendments. This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Financial Services Provider and Client.

X. Required Disclosures. MSRB Rule G-42 requires that Piper Jaffray provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper Jaffray's Disclosure Statement attached as Appendix A to this Agreement.

XI. Limitation of Liability. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper Jaffray or any of its associated persons, Piper Jaffray and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper Jaffray to the Client. No recourse shall be had against Piper Jaffray for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Jaffray's fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

XII. Indemnification. Unless prohibited by law, the Client hereby indemnifies and holds harmless the Financial Services Provider, each individual, corporation, partnership, trust, association or other entity controlling the Financial Services Provider, any affiliate of the Financial Services Provider or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that any information in the Preliminary Official Statement or Final Official Statement contained (as of any relevant time) an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

XIII. Official Statement. The Client acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Client and that the failure of the Financial Services Provider to advise the Client respecting these laws shall not constitute a breach by the Financial Services Provider or any of its duties and responsibilities under this Agreement. The Client acknowledges that any Official Statement distributed in connection with an issuance of securities are statements of the Client and not of Piper Jaffray.

XIV. Notices. Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Client at:

City of Jonesboro
124 North Avenue
Jonesboro, GA 30236

Ricky Clark, City Manager
770-478-3800
rclark@jonesboroga.com

Joy B. Day, Mayor
770-478-3800
jday@jonesboroga.com

Or to the Financial Services Provider at:

Piper Jaffray & Co.
1442 Dresden Drive, Suite 257
Atlanta, GA 30319

Edmund Wall, Managing Director
404-405-1567
Edmund.J.Wall@pjc.com

With a copy to:

Piper Jaffray & Co.
Legal Department
800 Nicollet Mall, Suite 1000
Minneapolis, MN 55402

XV. Consent to Jurisdiction; Service of Process. The parties each hereby (a) submits to the jurisdiction of any State or Federal court sitting in the state of Georgia for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a State or Federal court sitting in the state of Georgia

and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

XVI. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the state of Georgia.

XVII. Counterparts; Severability. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

XVIII. Waiver of Jury Trial. THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

XIX. No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XX. Authority. The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper Jaffray's performance of its activities under this Agreement:

Ricky Clark, City Manager
Joy B. Day, Mayor

The following individuals at Piper Jaffray have the authority to direct Piper Jaffray's performance of its activities under this Agreement:

Edmund Wall, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

PIPER JAFFRAY & CO.



By: Edmund Wall

Its: Managing Director

Date: 8/28/2019

ACCEPTED AND AGREED:

CITY OF JONESBORO

By: _____
Ricky Clark
Its: City Manager
Date: _____

Piper Jaffray & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). A brochure is posted on the website of the MSRB, at www.msrb.org that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Jaffray provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Jaffray required to be disclosed pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) **Disclosures of Conflicts of Interest.** The Rule requires that Piper Jaffray provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Jaffray is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Jaffray's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Jaffray potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. The fees due under the Agreement are based on the size of the Issue and the payment of such fees is contingent upon the successful delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Jaffray to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. We believe that the appearance of a conflict or potential conflict is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

The fees due under the Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the Client and Piper Jaffray of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Piper Jaffray. This form of compensation presents the appearance of a conflict or a potential conflict of interest because, if the transaction requires more work than originally contemplated, Piper Jaffray may suffer a loss. Thus, Piper Jaffray may have an incentive to recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. In addition, contingent-based compensation, i.e. based upon the successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Jaffray to recommend unnecessary financings or financings that are disadvantageous to the Client. This conflict of interest is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

The fees due under the Agreement are based on hourly fees of Piper Jaffray's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents the appearance of a conflict or a potential conflict of interest if the Client and Piper Jaffray do not agree on a reasonable maximum amount at the outset of the engagement, because Piper Jaffray does not have a financial incentive to recommend alternatives that

would result in fewer hours worked.[In addition, contingent-based compensation, i.e. based upon the successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Jaffray to recommend unnecessary financings or financings that are disadvantageous to the Client. This conflict of interest is mitigated by our duty of care and fiduciary duty and general mitigations related to our duties to you, as described above.

Transactions in Client's Securities. As a municipal advisor, Piper Jaffray cannot act as an underwriter in connection with the same issue of bonds for which Piper Jaffray is acting as a municipal advisor. From time to time, Piper Jaffray or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Jaffray's regulatory duties to the Client, Piper Jaffray's activities are engaged in on customary terms through units of Piper Jaffray that operate independently from Piper Jaffray's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Jaffray to you under the Agreement.

Piper Jaffray Also Advising Others. In addition to serving as municipal advisor to the Client, Piper Jaffray serves as municipal advisor to the Jonesboro Downtown Development Authority and the Urban Redevelopment Agency of the City of Jonesboro, which are issuers with respect to an Issue or Product under the Agreement. We believe that your interests and goals and the interests and goals of the other party constitute substantial and complete convergence. To the extent your interests and goals become adverse, we may be required to resign our engagement with both parties for that particular transaction. Please call us directly with any questions about this.

(B) **Disclosures of Information Regarding Legal Events and Disciplinary History.** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Jaffray sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Piper Jaffray or the integrity of Piper Jaffray's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Piper Jaffray has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) **How to Access Form MA and Form MA-I Filings.** Piper Jaffray's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Jaffray in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Jaffray on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Jaffray's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Jaffray's CRD number is 665.

(D) **Future Supplemental Disclosures.** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with

regard to any legal or disciplinary events of Piper Jaffray. Piper Jaffray will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

**CITY OF JONESBORO, GEORGIA COUNCIL****Agenda Item Summary**

Agenda Item #

5.6**- 6****COUNCIL MEETING DATE**

September 3, 2019

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Council to consider approval of Ordinance 2019-013 amending Chapter 2, Administration, Article IV (Elections), section 2-121 (Polling Place) of the City Code of Ordinances to officially change the Municipal Election Day Polling Place to the Jonesboro Police Department.

Requirement for Board Action *(Cite specific Council policy, statute or code requirement)*

O.C.G.A. 21-2-265

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board Focus Area or Goal)*

Yes

Community Planning, Neighborhood and Business Revitalization**Summary & Background***(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

As Staff begins preparing for the November 5, 2019 Municipal Election, it is necessary to change the polling location. During the month of November we will have numerous contractors inside the Firehouse Museum preparing for the Broad Street Construction project. For this reason, we are recommending changing our Polling Place to the Jonesboro Police Department. This of course will not affect advanced voting at City Hall. O.C.G.A. § 21-2-265 empowers the governing authority to select and fix the polling places of its elections

Also, in accordance with state law (also referenced in the ordinance), before this change is officially made, a notice was published in the City's legal organ once a week for two weeks notifying of the proposed change.

Early voting will begin on October 15th and as in previous years will be held at the Jonesboro City Hall located at 124 North Avenue Jonesboro, GA 30236.

Fiscal Impact*(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)***Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

- Ord 2019-013 - Revising Polling Place (Municipal Elections)

Staff Recommendation *(Type Name, Title, Agency and Phone)***Approval****FOLLOW-UP APPROVAL ACTION (City Clerk)****Typed Name and Title**

Ricky L. Clark, City Manager

Date

September, 3, 2019

Signature**City Clerk's Office**

**STATE OF GEORGIA
CITY OF JONESBORO**

ORDINANCE NO. 2019-013

1 **AN ORDINANCE TO AMEND CHAPTER 2, ADMINISTRATION, ARTICLE IV**
2 **(ELECTIONS), SECTION 2-121 (POLLING PLACE) OF THE CITY CODE OF**
3 **ORDINANCES TO OFFICIALLY CHANGE THE MUNICIPAL ELECTION POLLING**
4 **PLACE TO THE JONESBORO POLICE DEPARTMENT; TO PROVIDE FOR**
5 **SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN**
6 **ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR**
7 **OTHER LAWFUL PURPOSES.**

8 **WHEREAS**, the City of Jonesboro, Georgia (the “City”) is a municipal corporation
9 created under the laws of the State of Georgia; and

10 **WHEREAS**, the duly elected legislative authority of the City is the Mayor and Council
11 thereof (“City Council”); and

12 **WHEREAS**, Section 2-121 of the City Code currently provides for the City Hall to
13 serve as the polling place for all municipal elections; and

14 **WHEREAS**, O.C.G.A. § 21-2-265 empowers the governing authority to select and fix
15 the polling places of its elections; and

16 **WHEREAS**, the City desires to revise the polling location for municipal elections to be
17 held at the Jonesboro Police Department; and

18 **WHEREAS**, the City has complied with the notice requirement in O.C.G.A. § 21-2-265
19 by publishing a notice of the proposed polling place changes for two consecutive weeks in the
20 appropriate legal organ; and

21 **WHEREAS**, the City Council finds that this revision will positively impact the public
22 health, safety and general welfare of all persons within the City.

23 **NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR**
24 **AND COUNCIL OF THE CITY OF JONESBORO, GEORGIA and by the authority**
25 **thereof:**

26 **Section 1.** The Code of Ordinances, City of Jonesboro, Georgia is hereby amended
27 by revising 2-121 (Polling Place), Article IV (Elections) to Chapter 2 (Administration), to be
28 read and codified as follows:

29 **Sec. 2-121. Polling Place.**

30 The Jonesboro Police Department located at 170 S. Main Street, Jonesboro,
31 Georgia, 30236 shall be the polling place for all city elections.

32
33 **Section 2.** The preamble of this Ordinance shall be considered to be and is hereby
34 incorporated by reference as if fully set out herein.

35 **Section 3.**

36 (a) It is hereby declared to be the intention of the Mayor and Council that all sections,
37 paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their
38 enactment, believed by the Mayor and Council to be fully valid, enforceable and
39 constitutional.

40 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent
41 allowed by law, each and every section, paragraph, sentence, clause or phrase of this
42 Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this
43 Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to
44 the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this

Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 4. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 5. The effective date of this Ordinance shall be the date of its adoption by the Mayor and Council unless otherwise stated herein.

Section 6. The Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Jonesboro.

Section 7. It is the intention of the governing body, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of Jonesboro, Georgia and the sections of this Ordinance may be renumbered to accomplish such intention.

SO ORDAINED this ____ day of _____, 2019.

CITY OF JONESBORO, GEORGIA

JOY DAY, Mayor

ATTEST:

RICKY L. CLARK, JR., City Clerk

APPROVED AS TO FORM:

City Attorney