

AGENDA ITEM SUMMARY
January 16, 2024, City Council Meeting
Item Number: 8



Presented by: William VonDenBosch

Public Works – Wastewater Department

ITEM SUMMARY:

Request for approval to replace one Falk gear box and 20 H.P motor on Orbal B due to failure.

SPECIAL CONSIDERATIONS OR CONCERNS:

Without the gear box and motor, we can't achieve the proper amount of dissolved oxygen in the process for optimal treatment. This gearbox and motor have been in operation since 2005.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

\$17,880.00

FUNDING SOURCE:

Line Item 505-5.4335.52.2200

ATTACHMENTS:

Cornerstone Mechanical Estimate#1172
GoForth Williamson ID:224562

OTHER DEPARMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARMENTAL REVIEW

☒ Finance

Cornerstone Mechanical
PO Box 3095
Peachtree City, GA 30269
(770) 742-3321
jessie@cornerstoneh2o.com
https://www.cornerstone-mechanical.com



Estimate

ADDRESS

City of McDonough
City Hall
136 Keys Ferry St.
McDonough, GA 30253

SHIP TO

City of McDonough
McDonough WWTP
107 Turner Church Road
McDonough, GA 30253
Attn: Jeremy Newton

ESTIMATE # 1172**DATE 12/12/2023****EXPIRATION DATE 01/11/2024**

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Field Services	Aerator Shaft and Drive Replacement 1. Mobilize to City of McDonough WWTP 2. Remove Link Belt Gear Box and 20Hp Emerson Motor from Aerator 3. Provide and install new FALK SPEED REDUCER_5307JR25A BU3.438 4. Provide and install new US ELECTRIC MOTORS-CD20P2E TCE,20 HP,4P,256T 60 AND 50,230/460 5. Reassemble Complete 6. Startup and check for correct operation	1	17,880.00	17,880.00

This proposal is to provide and install new motor and gearbox assembly only. Stands, Sheaves, and Guards will be reused from old unit. New belts are to be supplied by customer for assembly.

TOTAL**\$17,880.00**

Accepted By _____

Accepted-Date _____



Goforth Williamson, inc.

Goforth Williamson, Inc.
Mail To: 373 O'Dell Road
Ship To: 377 O'Dell Road
Griffin, GA 30224
United States of America

Ph: 770-467-0303

Fax: 770-467-0301

Quote

ID: 224562

Date: 08-Dec-23

To

McDonough, City of
136 Keys Ferry St.
McDonough, GA 30253
United States of America

Quote To

City of McDonough
107 Turner Church Rd
McDonough, GA 30253
United States of America

Ph: 770-957-3915

Terms		Ship Via		Salesperson
Net 30 Days		GWI Truck		JGBOS
Quantity	Description	Unit Price	Amount	
	Reference: Gearbox PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING:			
	Line: 001 Part: FALK GEARBOX Provide & Install Expiration Date: 07-Jan-24 Rev: BUDGET Scope of Work: 1. Travel to site, Turner Church 2. Remove Gearbox and motor. 3. Provide & install the following: a) 1 ea. - Falk Gearbox 25:1 Ratio b) 1 ea. - Tapered Bushing c) 1 ea. - Torque Arm d) 1 ea. - Belt Guard e) 1 ea. - Sprocket f) 1 ea. - QD Bushing g) 1 ea. - Motor Mount h) 1 ea. - V-belt i) 1 ea. - Gearbox Oil 4. Reinstall existing motor. 5. Verify gearbox operates correctly. 6. Clean up site and return to GWI Service Center. Note: Customer needs to confirm the gear ratio on the existing gearbox and the orbal shaft size before GWI can order the gearbox and tapered bushing. Note: This quote is for budgetary purposes only. Any work outside the above scope of work will require a revised scope and quote. No further work will be performed without approval of changes. Delivery is 1-2 weeks upon receipt of order. Quote Prepared by Nathan Beasley / Project Manager			



Ph: 770-467-0303

Quote

Date: 08-Dec-23

Quote To

City of McDonough
107 Turner Church Rd
McDonough, GA 30253
United States of America

Terms		Ship Via	Salesperson
Net 30 Days		GWJ Truck	JGBOS
Quantity	Description	Unit Price	Amount
1	For the above scope of work, GWJ Quotes: ea	\$27,915.00	\$27,915.00
	PLEASE NOTE: 1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location. 2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork. 3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card. 4. Please reference Quote on Purchase order and send your Purchase orders to PurchaseOrders@GoforthWilliamson.com	Total:	\$27,915.00
	THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTE. PLEASE CALL 770-467-0303, OR YOUR SALES REP, IF YOU HAVE ANY QUESTIONS.		

AGENDA ITEM SUMMARY
January 16, 2024, City Council Meeting
Item Number: 9



Presented by: Brandon Williams

Public Works – Stormwater Department

ITEM SUMMARY:

Approval to move forward with the 2024 Water Quality Monitoring for the City's Watershed Protection Plan as required by the Georgia Environmental Protection Division.
Authorization for Mayor to sign all related documents

SPECIAL CONSIDERATIONS OR CONCERNS:

The proposal submitted by VHB includes water quality monitoring AND biological monitoring at the (5) five study locations.

STAFF RECOMMENDATION:

Staff recommends moving forward with VHB. (Vanasse Hangen Brustlin, Inc.)

FINANCIAL IMPACT:

Total cost: \$27,687

FUNDING SOURCE:

Line Item: 506-5.4970.52.3850

ATTACHMENTS:

Client Authorization and Scope Services from VHB (Vanasse Hangen Brustlin, Inc.)

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance



Phone: 404.214.6745
www.vhb.com

Engineers | Scientists | Planners | Designers

Vanasse Hangen Brustlin, Inc.
1355 Peachtree St, NE
Suite 100
Atlanta, Georgia 30309

Client Authorization

☒ **New Contract**

Date: 12/1/23

☐ **Amendment No.**

Project No.: 87991.23/U163118

Project Name **Long Term Water Quality Monitoring
City of McDonough, GA**

To:	City of McDonough c/o Turnipseed Engineers, Inc. 2255 Cumberland Pkwy, SE Bldg. 400A Atlanta, GA 30339 Email: kbryan@turnipseed.com	Cost Estimate	<u>Amendment</u>	<u>Contract</u>
				<u>Total</u>
		Water Quality Monitoring (Lump Sum)		\$13,994
		Biological Monitoring (Lump Sum)		\$13,693

As Requested By: Ken Bryan

☒ Fixed Fee

☐ Time & Expenses

☐ Cost + Fixed Fee

☐ Other

This Agreement is composed of Part I, Part II. Part I includes details of the services to be performed, timing of the services, and compensation. Part II (attached) contains the Terms and Conditions of Agreement, which are proposed general terms of the engagement between City of McDonough, hereinafter called the "Client" and Vanasse Hangen Brustlin, Inc. (VHB). Turnipseed Engineers, Inc., will act as Client's representative in this Agreement.

SCOPE OF SERVICES

Water Quality Monitoring

Water quality monitoring will be conducted at five (5) study locations in 2024. A total of four sampling events (three dry and one wet) shall be conducted. At least two of the dry events will be collected during the warm summer season. A dry event is one with no rainfall for 72 hours prior to sampling. A wet event will be defined as > 0.2 inches of rainfall over previous 24 hours with dry conditions (no rainfall) for 72 hours prior. Rainfall information will be tracked (real-time) using the USGS website (<http://water.usgs.gov/realtime.html>) for nearby sites. Stream flow will be measured directly during dry sampling events at each site. Single, discreet grab samples will be collected for the events. The wet sample will be collected on the rising limb of the hydrograph, whenever possible.

Samples from study sites will be analyzed in the laboratory (GEPD-approved) for the following parameters: COD, BOD₅, TSS, alkalinity, hardness, total phosphorus and orthophosphate, TKN, ammonia, and nitrate-nitrite. Additionally, the wet sample will be analyzed for dissolved metals (Pb, Cu, Zn, and Cd), and the required filtering will be done at and by the laboratory. "Clean Techniques" sampling will be employed for the wet/metals sampling. In addition to laboratory analyses, the following *in situ* parameters will be measured during sample collection: air and water temperature, dissolved oxygen (DO), % DO, salinity, pH, turbidity, and specific conductance.

In addition to the aforementioned parameters, bacteriological monitoring (*E. coli* only) will be monitored over two sampling periods. During each sampling period, a total of four grab samples will be collected on a regular schedule (regardless of weather) within a 30-day period. No sample will be collected within 24 hours of another sample. Sampling will be performed between the months of May – October to correspond to state standards. No flow measurements will be made during bacteriological monitoring.

A report will be provided that describes the methods used, results, and discussion of results and potential problem areas, and EPD spreadsheets will be completed and submitted for each year. The report will be provided to G. Ben Turnipseed Engineers, Inc. in early 2025.

Biological and Habitat Monitoring

Biological monitoring will be performed at five study sites in 2024-25. The macroinvertebrate and habitat assessments will be conducted at the five sites under the GEPD's current SOP *Macroinvertebrate Biological Assessment of Wadeable Streams in Georgia* dated March 2007. The fish assessment will be performed at four sites under the GDNr's Wildlife Resources Division current protocols for fish sampling, *Part I: Standard Operating Procedures for Conducting Biomonitoring on Fish Communities in Wadeable Streams in Georgia* (GDNr, 2020).

Biological sampling for fish will occur from April through October, and macroinvertebrate sampling will occur from October through February, as per the state protocols. Macroinvertebrate sampling and habitat assessments will be performed by a 2-person crew, and fish sampling will be conducted by a 3- to 4-person crew. Benthic macroinvertebrates will be collected via dip netting, and fish will be sampled by electrofishing (backpack). Macroinvertebrate samples will be preserved and analyzed in the laboratory, whereas the fish will be primarily processed (enumerated and identified) in the field and returned to the collection area of the stream. Some voucher fish specimens may be preserved and taken to the laboratory for identification.

Prior to biological surveys, water quality will be assessed via *in situ* measurements of the following parameters: air and water temperature, dissolved oxygen (DO), % DO, salinity, pH, turbidity, and specific conductance. During macroinvertebrate monitoring efforts, the following water chemistry parameters should be sampled: TSS, alkalinity, hardness, ammonia, nitrate-nitrite, TKN, and total phosphorus and orthophosphate. Dissolved metals samples (cadmium, copper, lead, and zinc) will be collected using "Clean Techniques" sampling during the macroinvertebrate monitoring, and the required filtering will be done at and by the laboratory. The macroinvertebrate sampling likely will be performed during the final dry water quality monitoring effort.

A report describing the sampling methodology and results will be prepared, including a discussion of any impairment/impacted areas, and provided to Turnipseed Engineers, Inc. in early 2025.

ASSUMPTIONS

It is understood that VHB will perform services under the sole direction of the Client. In the performance of these services, VHB will communicate its efforts with those of other project team members.

- No access problems to site(s) (site easily accessible)

SERVICES NOT INCLUDED

The following services have not been included in this Agreement at this time:

- No meetings

Should work be required in these areas, or areas not previously described, VHB will prepare a proposal or amendment, at the Client's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items.

CLIENT FURNISHED INFORMATION

VHB will rely upon the accuracy and completeness of Client-furnished information in connection with the performance of services under this Agreement.

SCHEDULE

VHB will begin performance of the above services on the date written authorization to proceed is received. The schedule is also subject to timely delivery of information promised by the Client and is exclusive of Client and local review of interim products.

COMPENSATION

VHB will perform the Scope of Services contained in this agreement on a lump sum basis. VHB will invoice for the percentage of work completed based on the major components of the project. Invoices may be rendered upon documentation of completion of the following components of the project:

- Each wet and dry water quality sampling event, with laboratory reports provided
- Each 30-day bacteriological sampling period, with laboratory reports provided
- Final water quality report, data and data spreadsheets
- Completion of fish sampling (biological monitoring years only)
- Completion of macroinvertebrate sampling (biological monitoring years only)
- Final biological monitoring report, supporting data, and spreadsheets (biological monitoring years only)

Task	Lump Sum Fee
Water Quality Monitoring	\$13,994
Biological Monitoring	\$13,693
TOTAL	\$27,687

Prepared By: ge/cwc

Department Approval: fponce

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

☒ Subject to attached terms & conditions.

☐ Subject to terms & conditions in our original agreement dated

Vanasse Hangen Brustlin, Inc. Authorization

Client Authorization (*Please sign original and return*)

By FAP

 Fabricio Ponce
 Title Managing Director, Atlanta

 Date

By _____

 Title

 Date



MODIFIED STANDARD TERMS AND CONDITIONS FOR TURNIPSEED ENGINEERS. The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

SCOPE OF SERVICES. VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

PERFORMANCE STANDARDS. VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

SCHEDULE. VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

PAYMENT. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered as indicated on the Client Authorization and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses

incurred in the interruption and resumption of its services. If services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

OWNERSHIP OF WORK PRODUCT. All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products

produced solely in connection with this Agreement. The license may be revoked for any failure of Client to perform under this Agreement.

CERTIFICATIONS. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

INSURANCE. VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

INDEMNITY. VHB shall at all times indemnify and save harmless Client, its officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE

SAFETY. VHB will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and

coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

DISPUTE RESOLUTION. All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

LEGAL SUPPORT. To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent acts, errors or omissions, Client shall compensate VHB for actual expenses, including reasonable attorneys' fees.

DESCRIPTIVE HEADINGS AND COUNTERPARTS. The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such

counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

EXCLUSIVE REMEDIES. In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee, representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to

reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

SEVERABILITY. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

TAXES. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

PROJECT SPECIFIC PROVISIONS. To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

AMERICANS WITH DISABILITIES ACT (ADA). Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

CLIMATE CHANGE/FLOOD ANALYSIS. Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

CONSTRUCTION PHASE SERVICES

SITE VISITS. VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

SHOP DRAWINGS. VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

GEOTECHNICAL SERVICES. Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

TANK INSPECTION. Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS. In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

AGENDA ITEM SUMMARY
January 16, 2024, City Council Meeting
Item Number: 10



Presented by: Brandon Williams

Public Works Department

ITEM SUMMARY:

Approval to purchase a Scag Windstorm Blower (Model: WS23-37V-EFI) from Cambell's Equipment through the Scag Bid-Assist program. This blower will be used for maintaining parks, facilities and rights-of-ways.

SPECIAL CONSIDERATIONS OR CONCERNS:

The funds for this purchase were approved in the 2023/2024 budget.

STAFF RECOMMENDATION:

Moving forward with purchase of Scag Windstorm from Cambell's Equipment.

FINANCIAL IMPACT:

\$10,654.02

FUNDING SOURCE:

Line Item: 100-5.4210.54.2100 Machinery

ATTACHMENTS:

Estimate from Cambell's Equipment
Quote from John Deere

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance

Campbell's - McDonough

3118 Jodeco Rd
McDonough, GA 30253
Phone: (770) 898-5557 Fax: (770) 898-0753

Invoice Estimate

758784

Thank you for your business! Estimates are guaranteed for the date of original quote only. Items must be returned in the original package. Receipt required for full credit. No return on Special Order Items. No return on electrical items.

Bill To				Ship To		
City of McDonough 136 Keys Ferry St. McDonough, GA 30253						
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number
3132		58-600618	(770) 957-3915	(678) 618-7920	Estimate	
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department
Randy Moss	Randy Moss	01/04/24	758784	mbattle@mcdonoughga.org / fmorgan@mcdonoughga.org		Counter Sales

Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
WS23-37BV-EFI	SCAW	SCAG WINDSTORM 37HP EFI	1		1	\$13,381.00	\$10,654.02	\$10,654.02

Invoice Total	\$10,654.02
Sales Tax	\$0.00
Grand Total	\$10,654.02

Thank you for your business!
www.CampbellsEquipment.com
Follow us on Facebook & Instagram

Notes:



Customer acknowledges receipt thereof:

Quote Summary

Prepared For:
CITY OF MCDONOUGH
88 KEYS FERRY ST
MCDONOUGH, GA 30253
Business: 770-957-3915

Prepared By:
Hall Constance
Ag-Pro
192 Industrial Blvd
Mcdonough, GA 30253
Phone: 678-673-3680
chall@agproco.com

Quote Id: 30188807
Created On: 05 January 2024
Last Modified On: 09 January 2024
Expiration Date: 31 January 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2024 SCAG WS23-37BV-EFI	\$ 13,800.00	\$ 12,272.73 X	1 =	\$ 12,272.73

Equipment Total	\$ 12,272.73
------------------------	---------------------

Quote Summary

Equipment Total	\$ 12,272.73
Dealer services	\$ 199.99
SubTotal	\$ 12,472.72
Est. Service Agreement Tax	\$ 0.00
Total	\$ 12,472.72
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 12,472.72

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment



Quote Id: 30188807

Customer: CITY OF MCDONOUGH

2024 SCAG WS23-37BV-EFI				
Hours:		0	Suggested List	
Stock Number:			\$ 13,800.00	
			Selling Price	
			\$ 12,272.73	
Code	Description	Qty	Unit	Extended
SCAG	WS23 STANDON BLOWER	1	\$ 13,800.00	\$ 13,800.00
Suggested Price				\$ 13,800.00
Customer Discounts				
Customer Discounts Total			\$ -1,527.27	\$ -1,527.27
Total Selling Price				\$ 12,272.73

AGENDA ITEM SUMMARY
January 16, 2024, City Council Meeting
Item Number: 11



Presented by: Brian Linton

Technology Services Department

ITEM SUMMARY:

Request for approval to upgrade Community Development's Permitting, Inspections, and Business license applications by Tyler Technologies for a one-time payment of \$24,135.00 and a \$5,000.00 annual maintenance cost.

SPECIAL CONSIDERATIONS OR CONCERNS:

This upgrade will allow developers to apply for Permits and business Licenses via a web browser instead of coming onsite. The Building Inspectors will be able to do inspections from a tablet with a Wi-Fi connection utilizing an app which will save them from coming back to the office to input their finding into the system.

STAFF RECOMMENDATION:

Staff recommends moving to the platform.

FINANCIAL IMPACT:

This will be paid from Capital Outlay

FUNDING SOURCE:

Line Item: 100.5.1535.54.2599

ATTACHMENTS:

Tyler Technologies quote

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

X_Finance



Sales Quotation For:
City of McDonough
136 Keys Ferry St
McDonough GA 30253-3213

Quoted BY Tami Bates
Quote Expiration 5/11/24
Quote Name TCM, online portals, training

Tyler Software					
Description	License	Discount	License Total	Maintenance	Annual
Tyler One					
Content Manager Suite					
Content Manager Core	\$ 5,500	\$ 550	\$ 4,950		\$ 1,375

Tyler Annual Software – SaaS					
Description	License	Discount	License Total	Maintenance	Annual
ERP Pro powered by Incode					
ERP Pro Community Development Suite					
Permitting Access					\$ 1,800
Licensing Access					\$ 1,800
TOTAL:					\$ 3,600

Services Description	Hours/Units	Extended Price
ERP Pro Community Development Suite		
Project Management	1	\$ 1,500
Professional Services	44	\$ 6,380
Content Manager Suite		
Professional Services	32	\$ 4,640
Other Services		
Project Management	1	\$ 250
TOTAL:		\$ 12,770

Tyler Migration Services Description	Total
ERP Pro powered by Incode	
ERP Pro Community Development Suite	\$ 1,440
Community Development Services	
Code Enforcement	
Licensing	
Permitting	
Total:	\$ 1,440

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 4,950	\$ 1,375
Total SaaS		\$ 3,600
Total Tyler Services	\$ 14,210	
Summary Total	\$ 19,160	\$ 4,975
Contract Total	\$ 24,135	

Comments

Licensing Access

Licensing Access displays the license detail, which includes license number, license type, issued to, alternate contact, property, status, effective date, and expiration date. It displays the balance detail, such as fees, penalties, interest, and tax. Payment packet is. It also allows the user to request renewals, as well as pay or apply for a license. Note that the customer pays the \$1.25 fee per transaction for payment online.

Permitting Access

Permitting Access displays the project detail, which includes permit number, status, address, owner name, expiration date, and issued date. It also displays the segment detail, which includes the fees, balance, payments, and any pending payments. It displays any inspection history. Payment packet is created to be imported to the permitting system. It also allows the user to request inspections, as well as pay or apply for a permit. Note that the customer pays the \$1.25 fee per transaction for payment online.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

AGENDA ITEM SUMMARY
January 16, 2024, City Council Meeting
Item Number: 12



Presented by: Mike Clark, Consultant

Finance Department

ITEM SUMMARY:

Adoption of a Resolution authorizing the governing body to accept the terms of financing for the Water Treatment Plant Upgrade by the Georgia Environmental Finance Authority, not to exceed \$9,671,000.00

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

FINANCIAL IMPACT:

FUNDING SOURCE:

ATTACHMENTS:

OTHER DEPARMENTAL REVIEW NEEDED:

☐ Yes

☐ No

OTHER DEPARMENTAL REVIEW

☒ Finance

STATE OF GEORGIA
CITY OF MCDONOUGH

RESOLUTION NO. 24-01-16

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed \$9,671,000, from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to the meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED, by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

ATTEST:

CITY OF MCDONOUGH, GEORGIA:

Christy L. Taylor, City Clerk

Sandra Vincent, Mayor

APPROVAL AS TO FORM:

Emilia C. Walker, City Attorney

STATE OF GEORGIA
CITY OF MCDONOUGH

ORDINANCE NO. _____

AN ORDINANCE CREATING A SPECIAL SERVICE DISTRICT WITHIN THE CITY OF MCDONOUGH, GEORGIA, FOR THE ENHANCEMENT OF PUBLIC SAFETY, AS AUTHORIZED UNDER ARTICLE 9, SECTION 2, PARAGRAPH 6 OF THE GEORGIA CONSTITUTION AND FOR OTHER LAWFUL PURPOSES

WHEREAS, the City of McDonough ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, the duly elected governing authority of the City is the Mayor and Council ("City Council") thereof;

WHEREAS, Article 9, Section 2, Paragraph 6 of the Georgia Constitution provides that "special districts may be created for the provision of local government services within such districts; and fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor."

WHEREAS, the Georgia Constitution further provides that such special districts may be created by City ordinance or resolution. GA CONST Art. 9, § 2, ¶ VI(c);

WHEREAS, the City Council is dedicated to promoting public safety within of the City;

WHEREAS, promoting public safety includes efforts to increase the prevention of danger and enhance protection of the wellbeing of the City's citizens, communities and visitors;

WHEREAS, in order to promote and enhance public safety, the City has determined that it is in the best interest of the City and the citizens and residents of the City that a special service district be created encompassing the geographic limits of the City, for the purposes of providing and enhancing public safety services within the City and to construct and maintain facilities therefor, as authorized under Article 9, Section 2, Paragraph 6 of the Georgia Constitution; and

WHEREAS, the City Council finds this Ordinance to be in the best interest of the health, safety and welfare of the City.

THE COUNCIL OF THE CITY OF MCDONOUGH HEREBY ORDAINS as follows:

Section 1.

- a. **Creation of Special District.** Pursuant to Article 9, Section 2, Paragraph 6 of the Georgia Constitution, there is hereby created a special district for purposes of providing and enhancing public safety services within the City and to construct and maintain facilities therefor (purposes collectively referred to as "Public Safety Services"), to be funded in whole or in part by a special improvement tax and/or assessment therein, and to be known as the "McDonough Public Safety Special Service District" and/or "Public Safety SSD".
- b. **Special District Boundaries.** The boundaries of the Public Safety SSD created herein shall consist of all properties lying within the territorial limits of the City. A map illustrating the City's territorial limits is attached hereto, and incorporated herein, as Exhibit A.
- c. **Assessment and Exemptions.** The City Council, on an annual basis, shall establish tax millage rates within the Public Safety SSD sufficient to fund Public Safety Services within the District, and approved by the City Council in its discretion. Any tax and/or assessment authorized against properties within the Public Safety SSD shall be assessed, levied, collected and/or enforced as authorized by law, including with any applicable state and local tax exemptions.
- d. **Special District Term.** The Public Safety SSD shall continue in perpetuity for the purposes described herein, subject to termination by further action of the City Council.

Section 2. It is hereby declared to be the intention of the City Council that:

- (a) All sections, paragraphs, sentences and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.
- (b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. 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 City 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 the Ordinance.

Section 3. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Ordinance for proofing and renumbering purposes.

Section 4. The effective date of this Ordinance shall be the date of adoption, unless provided otherwise by the City Charter, state and/or federal law.

BE IT SO ORDAINED, this ____ day of December, 2023.

ATTEST:

CITY OF MCDONOUGH, GEORGIA:

Christy L. Taylor, City Clerk

Sandra Vincent, Mayor

APPROVED AS TO FORM:

Emilia C. Walker, City Attorney

AGENDA ITEM SUMMARY
January 16, 2024, City Council Meeting
Item Number: 14



Presented by: Mike Clark and Deborah Upshaw, Interim Finance Director

Finance

ITEM SUMMARY:

Establish and approve a millage rate of \$1 Mill to promote and enhance Public Safety Services within the Special Service District (SSD) for the fiscal year 2024-2025 as follows:

- Public Safety – Police \$.616 Mills
- Public Safety – Fire \$.384 Mills

SPECIAL CONSIDERATIONS OR CONCERNS:

The establishment of the millage rate is dependent upon the adoption of the Ordinance creating the Special Service District for the enhancement of Public Safety.

The tax millage rate will be established and approved by the City Council on an annual basis.

STAFF RECOMMENDATION:

Establish a millage rate of \$1 Mill.

FINANCIAL IMPACT:

The revenue from the Public Safety SSD is estimated to amount to \$1,829,000 during the fiscal year ending June 30, 2025.

FUNDING SOURCE:

N/A

ATTACHMENTS:

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☒ No

AGENDA ITEM SUMMARY
January 16, 2024, City Council Meeting
Item Number: 15



Presented by: Christy Taylor, City Clerk

Administration

ITEM SUMMARY:

Request authorization to pay the invoice from Henry County Elections & Voter Registration for the November 7, 2023, Municipal Elections, in the amount of \$15,049.73.

SPECIAL CONSIDERATIONS OR CONCERNS:

None.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

\$15,049.73

FUNDING SOURCE:

Line Item 100-5.1330.53.1790

ATTACHMENTS:

Henry County Elections & Voter Registration invoice

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance

Henry County Elections & Voter Registration
1550 S. Zack Hinton Pkwy
McDonough, GA 30253
Tel (770) 288-6448 Fax (770) 288-6468



ELECTION INVOICE

1.3.2024

CHRISTY TAYLOR, CMC
CITY OF MCDONOUGH
136 KEYS FERRYS STREET
MCDONOUGH, GA 30253

Description	Total
Advertising – Public Notices in legal organ	100.00
Logic & Accuracy testing of voting equipment.	
Laptop and printer testing and setup.	300.00
Satellite and Election Day delivery, setup & pickup.	
Ballot proofing & database setup	300.00
Printing & postage of mail out ballots	
Returned ballot processing	412.09
Emergency/provisional ballots to polling locations	
Election day poll worker salary	5,160.00
Early voting poll worker salary	6,200.84
Election night tabulation	250.00
Certification	100.00
Identification & Coding of effected Electors	1,500.00
Knowink Wifi	226.80
Church Rental	500.00
SUBTOTAL	15,049.73
TOTAL	15,049.73