

**RESOLUTION SUPPORTING THE PRINCIPLES OF SECTION 504 OF THE  
REHABILITATION ACT OF 1973, THE AMERICANS WITH DISABILITIES ACT OF  
1990, AND COMPLIANCE WITH 42 USC 126**

**WHEREAS**, Section 504 of the Rehabilitation Act of 1973 establishes that no individual with a disability in the United States shall be excluded from, denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance; and

**WHEREAS**, the Americans with Disabilities Act of 1990 (ADA) extends and clarifies protections for individuals with disabilities, ensuring their equal participation in public life, and embodying the principles of equality, inclusion, and independent living; and

**WHEREAS**, 42 USC 126 provides a comprehensive national mandate for the elimination of discrimination against individuals with disabilities and establishes standards for compliance; and

**WHEREAS**, the Georgia Department of Transportation requires municipalities receiving federal funds to submit an updated transition plan annually, ensuring compliance with ADA and Section 504 requirements; and

**WHEREAS**, it is crucial to uphold the rights of individuals with disabilities in our community, ensuring equal access to opportunities, services, and facilities;

**NOW, THEREFORE, BE IT RESOLVED**, that the City of McDonough hereby affirms its commitment to the principles and objectives of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and 42 USC 126;

**BE IT FURTHER RESOLVED**, that the City of McDonough commits to comply with the requirements of 42 USC 126, including the submission of an updated transition plan to the Georgia Department of Transportation annually, particularly in response to the receipt of federal funds;

**BE IT FURTHER RESOLVED**, that the City of McDonough shall undertake all necessary actions to ensure its policies, practices, and procedures comply with the ADA, Section 504, and the requirements set forth by the Georgia Department of Transportation;

**BE IT FURTHER RESOLVED**, that the City of McDonough commits to ongoing efforts to ensure compliance with these acts, including the evaluation and modification of policies, practices, and procedures; the provision of reasonable accommodations; and the promotion of an inclusive environment for all individuals, regardless of disability;

**BE IT FURTHER RESOLVED**, that the City of McDonough engage in regular training and awareness programs for its employees and will actively collaborate with community members with disabilities and local advocacy groups to continuously improve accessibility and promote inclusive participation in all aspects of community life;

**BE IT FURTHER RESOLVED**, that this resolution serves as a statement of the City of McDonough's commitment to disability rights, compliance with federal and state regulations, and the ongoing promotion of the dignity and rights of all individuals.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_

Sandra Vincent, Mayor

ATTEST:

\_\_\_\_\_

Christy Taylor, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

Emilia Walker, City Attorney



## **2024 City of McDonough Holiday Schedule**

|                             |                              |
|-----------------------------|------------------------------|
| New Year's Day              | Monday, January 1, 2024      |
| Martin Luther King, Jr. Day | Monday, January 15, 2024     |
| Good Friday                 | Friday, March 29, 2024       |
| Memorial Day                | Monday, May 27, 2024         |
| Juneteenth                  | Wednesday, June 19, 2024     |
| Independence Day            | Thursday, July 4, 2024       |
| Labor Day                   | Monday, September 2, 2024    |
| Veterans Day                | Monday, November 11, 2024    |
| Thanksgiving Day            | Thursday, November 28, 2024  |
| Friday after Thanksgiving   | Friday, November 29, 2024    |
| Christmas Eve               | Tuesday, December 24, 2024   |
| Christmas Day               | Wednesday, December 25, 2024 |

# CONSENT AGENDA ITEM SUMMARY

November 11, 2023

Item Number: 6C



Presented by: Steve Morgan

Administration Department

## ITEM SUMMARY:

Request Approval for Payment of Year-End Employee Bonus Pay.

## SPECIAL CONSIDERATIONS OR CONCERNS:

None.

## STAFF RECOMMENDATION:

Staff recommends approval.

## FINANCIAL IMPACT:

Each full-time employee and part-time employee would receive \$250.00 and \$125.00, respectively. The total cost including payroll taxes would not exceed \$55,100.00.

## FUNDING SOURCE:

The cost of \$55,100 is appropriated in the FY 2023-2024 Budget within each Fund and related department's Salary and Wage Expense line item.

## ATTACHMENTS:

## OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

## OTHER DEPARTMENTAL REVIEW

☒ Finance

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency

STATE OF GEORGIA  
CITY OF MCDONOUGH

RESOLUTION NO. 23-12-11

A RESOLUTION TO ESTABLISH A AN EMPLOYEE RETENTION BONUS

**WHEREAS**, the City of McDonough recognizes the essential contributions of its employees in maintaining the health, safety, and welfare of the community; and

**WHEREAS**, it is imperative to retain skilled and dedicated personnel to ensure the ongoing service delivery, safety, and well-being of the City's residents; and

**WHEREAS**, the City acknowledges the need to maintain proper staffing levels within its City departments to meet the community's needs effectively;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of McDonough as follows:

1. **Establishment of Retention Bonus:** The City hereby establishes a one-time Retention Bonus Program for all eligible employees in the amount of \$2,500. This program is designed to acknowledge the dedication and hard work of these critical staff members.
2. **Eligibility:** To be eligible for any bonus payments under this Resolution, the employee must have successfully completed their 6-month probationary period with the City and must be employed by the City at the time of which any payment under this Resolution is made. Employees currently undergoing their probationary period will become eligible for the bonus upon successful completion of said period.
3. **Amount and Payment Schedule:** The retention bonus shall be in the total amount of \$2,500, distributed as follows:
  - a. *Employees who have successfully completed their 6-month probationary period as of the effective date of this Resolution:*
    - \$2,500 to be paid during the month of January 2024; and
  - Employees undergoing their probationary period as of the effective date of this Resolution:*
    - \$2,500 to be paid within 30 days of such employee successfully completing their 6-month probationary period; and
4. **Purpose:** This bonus program is instituted with the general purpose of:
  - Ensuring the retention of competent and qualified personnel.

- Maintaining the high standards of service delivery and public safety services essential for the community's well-being.
  - Recognizing and valuing the contributions of employees to the City of McDonough.
5. **Administration:** The City's Finance and Human Resources Department shall be responsible for the administration of this program, ensuring that the bonuses are distributed in accordance with the stipulated timeline and eligibility criteria.
6. **Effective Date:** This resolution shall take effect immediately upon its adoption by the City Council.
7. **Funding Source:** The retention bonuses for eligible employees shall be funded through the American Rescue Plan Act (ARPA) of 2021. This funding is in line with the objectives of ARPA.

**BE IT FURTHER RESOLVED** that this program is an important step towards acknowledging the significant role of our employees and is an investment in the long-term service, stability, and safety of the City of McDonough, its citizens, and those who visit.

**PASSED AND ADOPTED** this 11<sup>th</sup> Day of December 2023, by the Mayor and City Council of the City of McDonough.

**CITY OF MCDONOUGH, GEORGIA**

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Sandra Vincent, Mayor

ATTEST:

APPROVED AS TO FORM:

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Christy L. Taylor, City Clerk

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Emilia C. Walker, City Attorney

## MASTER SERVICES AGREEMENT

**THIS MASTER SERVICES AGREEMENT** (this “Agreement”) is entered into as of December 22, 2023, by and between Hinderliter De llamas & Associates (HdL) (“Consultant”), and The City of McDonough (Client”), which is located within the state of Georgia (the “State”).

### WITNESSETH:

**WHEREAS**, Consultant is engaged in the business of providing consulting, software and other services that help public agencies understand and maximize their collection of sales, use and transactions taxes, business license taxes, property and lodging taxes, and other revenues, as well as their delivery of other public services (collectively, “Consultant’s Business”); and

**WHEREAS**, Client desires to contract with Consultant to obtain one or more of the services included within Consultant’s Business (as provided for in Section 1) upon the terms and conditions contained in this Agreement;

**WHEREAS**, Consultant desires to contract with Client to render such services upon the terms and conditions contained in this Agreement.

**NOW THEREFORE**, in consideration of the covenants and promises contained herein, Client and Consultant mutually agree as follows:

#### **1. Services.**

1.1 Consultant will perform those services included within Consultant’s Business that are described in any and all schedule(s) referencing this Agreement and signed by Client and Consultant as of the Agreement Date or hereafter (individually and collectively, the “Schedule(s)”), upon the terms and conditions contained in this Agreement (including the Schedules) (such services are, collectively, the “Services”)

1.2 **Consultant warrants that it will perform the Services in a professional manner in accordance with professional standards.** In performing the Services, Consultant is acting as an independent contractor (and not as an agent or employee of Client).

1.3 Client acknowledges and agrees that any other public agency (including, without limitation, any participating government agency) located within or outside of the State (e.g., city, municipality, county, district, public authority or other political subdivision) may procure services for fees and other terms and conditions that are substantially similar to any of the Services, Fees and other terms and conditions set forth in this Agreement, provided that such other public agency executes a separate agreement with Consultant wherein the services rendered to such other public agency, the fees payable by such other public agency, and the other terms and conditions of such separate agreement are the responsibility of Consultant and such other public agency and not Client.

1.4 This Agreement does not limit the right of Consultant to enter into additional contracts with Client or to contract with other persons or entities (that are not Client) to provide them with merchandise or services of any kind whatsoever, including, but not limited to, services similar to the Services.

**2. Fees.** As compensation for performing the Services, Client will pay Consultant the fees, costs and expenses as described in the Schedules (individually and collectively these fees and costs are, the "Fees"). Consultant may perform the Services using professionals from its staff or Consultant's affiliated entities, and such Services will be billed to Client under the same billing terms applicable to Consultant's staff. Consultant may increase the Fees from time to time (including, without limitation, annually as described in the Schedules). Other than a Fee increase as described in the Schedules, Client may notify Consultant of a request that such Fee increase be modified or revoked and, if Consultant fails to do so to Client's satisfaction within thirty (30) days after the receipt of such request, Client may terminate this Agreement without cause pursuant to Section 7.3.

**3. Invoices; Payment.**

3.1 Consultant will invoice Client for the Fees earned and/or incurred by Consultant pursuant to this Agreement.

3.2 Invoices are due and payable upon receipt. Interest will begin to accrue on the thirtieth (30th) day following the invoice date on all unpaid balances at a rate of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less. Payments will first be credited to interest and then to principal. In the event that Client disputes or contests an invoice, only that portion so disputed or contested in good faith will be withheld from payment, and the undisputed portion must be timely paid. Interest will accrue on any contested portion of the invoice not timely paid and will be payable immediately if the contested invoice is resolved in favor of Consultant.

3.3 If Client fails to fully pay an invoice within 30 days after the invoice date, Consultant may, after giving five (5) days' notice to Client, suspend the rendering of Services under this Agreement until said invoice is paid in full, together with all interest that has accrued thereon. In the event of such a suspension of Services, Consultant will have no liability to Client for any delays or damages arising therefrom.

**4. Insurance.** Throughout the term of this Agreement, Consultant will maintain the following insurance in not less than the referenced amounts: (a) workers compensation and employers liability insurance as may be required by the State; (b) property damage liability of \$1,000,000 per incident; (c) bodily injury liability of \$1,000,000 per incident; and (d) professional liability for any errors or omissions of \$1,000,000.

**5. Client Support.**

5.1 Client will promptly provide in writing to Consultant all data and other information relating to or which may be necessary for Consultant's performance of the Services. Without limiting the foregoing, Client will keep Consultant informed on a timely basis in writing as to the existence and amendments of the laws, ordinances and/or regulations under which Consultant is performing the Services (including any adopted by Client). Consultant will be permitted to rely on the accuracy, timeliness and completeness of the information provided by Client, and in no event will Consultant be liable to Client or others as a result of such reliance.

5.2 Client will examine all of Consultant's reports, specifications, notices, proposals and other documents. In the event that a decision is required of Client in order for Consultant to perform the Services, Client will render such decision in writing in a timely manner.

5.3 Promptly following any request from Consultant, Client will adopt and maintain in full force and effect resolutions in forms acceptable to Client and in accordance with applicable law authorizing Consultant to examine the confidential sales tax and other relevant records of Client throughout the Term and, for so long as any Fees are still accruing pursuant to this Agreement, after the Term.

5.4 Client will assist Consultant in obtaining such licenses, permits and approvals as may be required by law for performing the Services, and Client will pay all fees, assessments and taxes related to the application, issuance and maintenance thereof.

5.5 The Services do not include services that Consultant may be required or requested to provide to support, prepare, document, bring, defend or assist in litigation undertaken or defended by Client ("Litigation Services"). If Consultant agrees with Client or is required to perform Litigation Services, Client will promptly pay Consultant for all of Consultant's costs and expenses related to Litigation Services at Consultant's actual cost, plus ten percent (10%) thereof (all of which are deemed to be additional Fees).

## **6. Confidentiality; Software Use and Warranty; Records.**

6.1 Consultant will comply with the requirements of the applicable laws, ordinances and/or regulations concerning the confidentiality of tax records of which it has been informed by Client pursuant to Section 5.1.

6.2 As used herein, the term "proprietary information" means all information, techniques, processes, services or material that has or could have commercial value or other utility in Consultant's Business, including without limitation: Consultant's (i) software, computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; (iii) desktop or web-based software; (iv) audit, tax or fee collection/administration or business processes, methods or routines; (v) marketing plans, analyses and strategies; and (vi) materials, techniques and intellectual property used. Except as otherwise required by law, Client must hold in confidence and may not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by Client in connection with this Agreement. The terms of this Section 6.2 do not apply to any information that is public information.

6.3 If access to any software which Consultant owns is provided to Client as part of this Agreement (including, without limitation, if Client chooses to subscribe to such software and reports option as part of the Services) (such Consultant-owned software is, collectively, the "Software"), Consultant hereby provides a limited, non-exclusive, non-transferable license to Client for the use by such of Client's staff as may be designated from time to time by Client and approved by Consultant in writing to use the Software pursuant to and during the Term of this Agreement. The Software must only be used by such authorized Client staff, and Client must not sublicense, sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of the Software. The license granted hereunder does not imply ownership by Client or any of Client's staff of the Software nor any rights of Client or any of Client's staff to sublicense, transfer or sell the Software, or rights

to use the Software for the benefit of others. Client may not create (or allow the creation of) any derivative work or product based on or derived from the Software or documentation, nor modify (or allow the modification of) the Software or documentation without the prior written consent of Consultant. In the event of a breach of this provision (and without limiting Consultant's remedies), such modification, derivative work or product based on the Software or documentation is hereby deemed assigned to Consultant. Upon termination of this Agreement or this Software license, this Software license will be deemed to have expired and Client must immediately deactivate, cease using and remove, delete and destroy all the Software (including, without limitation, from Client's computers and network). **Consultant warrants that the Software will perform in accordance with the Software's documentation.**

6.4 All documents, preliminary drafts, communications and any and all other work product related to the Services and provided by Consultant to Client either in hard copy or electronically are the property of Client. This does not include any software, programs, methodologies or systems used in the creation of such work product, nor does it include any drafts, notes or internal communications prepared by Consultant in the course of performing the Services that were not otherwise provided to Client in either hardcopy or electronic form, all of which may be protected by Consultant or others' copyrights or other intellectual property. It is possible that any documents, drafts, communications or other work product provided to Client may be considered public records under applicable law and/or may be discoverable through litigation. Consultant may publicly state that it performs the Services for Client.

6.5 Subject to applicable law, Consultant is responsible for retaining all final documents and other final work product related to the Services for a period of not less than three (3) years from the date provided to Client. Retention of any other documents, preliminary drafts, communications and any and all other work product provided to Client by Consultant is the responsibility of Client. Consultant has no responsibility to retain any drafts, notes, communications, emails or other writings created or received by Client in the course of performing the Services (other than the final documents and other final work product related to the Services and provided to Client for the term of years referenced above).

## **7. Term and Termination.**

7.1 The initial term of this Agreement commences as of the Agreement Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, will continue in effect until twelve (12) months from such date (the "Initial Term"). This Agreement will automatically renew for successive twelve (12) month terms unless earlier terminated as set forth in Section 7.2 or 7.3 or either party gives the other party written notice of non-renewal at least one hundred twenty (120) days prior to the expiration of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

7.2 This Agreement may be terminated by either party for cause upon not less than forty-five (45) days' written notice given to and received by the other party, if the other party has materially breached this Agreement through no fault of the notifying party and fails to (i) commence correction of such material breach within thirty (30) days of receipt of the above-referenced written notice and (ii) diligently complete the correction thereafter.

7.3 In addition, either party may terminate this Agreement without cause upon not less than one hundred twenty (120) days' written notice to the other party.

7.4 On termination, Client will pay Consultant for all Fees and other compensation (including for Litigation Services) earned and/or incurred through the termination date and will thereafter timely pay Consultant for all other Fees and compensation to which Consultant may be entitled pursuant to this Agreement (including the Schedules hereto).

## **8. Indemnification.**

8.1 Consultant agrees to fully and promptly indemnify and hold harmless (but not defend) Client and each of its officers, employees and agents (collectively, "Client Group") from and against any and all third-party liabilities, judgments, awards, losses, claims, damages, expenses, and costs (including, without limitation, for reasonable third-party attorneys' fees and costs awarded in connection therewith) (each, a "Third-Party Liability", and collectively, "Third-Party Liabilities") directly or indirectly related to this Agreement and arising out of any negligent act or negligent omission, or reckless or willful misconduct, of Consultant or any of its directors, officers, employees, agents, direct and indirect equity holders, or affiliates (collectively, "Consultant Group") under this Agreement; provided, that such obligations to indemnify and hold harmless are only to the extent Consultant admits in writing, or any of Consultant Group is found by a court of competent jurisdiction in a judgment which has become final and that is no longer subject to appeal or review, to have caused the above-described Third-Party Liability(ies). In no event shall Consultant be obligated to defend any of Client Group or pay for any Client Group attorneys' fees or other costs of defending against any such Third-Party Liabilities ("defense costs"), with exception of if Consultant is obligated to indemnify and hold harmless Client Group as described above in this Section 8.1 then Consultant shall also be responsible for the defense costs incurred by Client Group for the related matter. Consultant's duty to indemnify and hold harmless Client shall not apply to claims for liability which arise from the issuance or non-issuance of any registration, license, permit, or exemption.

8.2 Client agrees to fully and promptly indemnify and hold harmless (but not defend) each of Consultant Group from and against any and all Third-Party Liabilities directly or indirectly related to this Agreement and arising out of any negligent act or negligent omission, or reckless or willful misconduct, of any of Client Group under this Agreement; provided, that such obligations to indemnify and hold harmless are only to the extent Client admits in writing, or any of Client Group is found by a court of competent jurisdiction in a judgment which has become final and that is no longer subject to appeal or review, to have caused the above-described Third-Party Liability(ies). In no event shall Client be obligated to defend any of Consultant Group or pay for any Consultant Group attorneys' fees or other costs of defending against any such Third-Party Liabilities ("defense costs"), with exception of if Client is obligated to indemnify and hold harmless Consultant Group as described above in this Section 8.2 then Client shall also be responsible for the defense costs incurred by Consultant Group for the related matter.

## **9. Liability Limitations; Governing Law; Dispute Resolution.**

9.1 To the maximum extent permitted by law and notwithstanding anything to the contrary in this Agreement:

9.1.1 Except as may otherwise be expressly set forth in this Agreement, Consultant makes no warranty of any kind with respect to the Services or the Software, express or implied. Consultant hereby disclaims all other warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title and non infringement. Consultant disclaims all warranties and responsibility for third party software.

9.1.2 Notwithstanding anything to the contrary, in no event will Consultant be (a) liable for claims, liabilities or damages (i) that could not reasonably have been foreseen upon entry into this Agreement; (ii) arising from any action or inaction by Consultant in response to specific direction from Client; (iii) in connection with any Client monies not collected by Consultant; nor (iv) in connection with the issuance, non-issuance or revocation of any registration, license, permit, or exemption; nor (b) required to provide a defense in connection with any indemnification or hold harmless provisions under this Agreement.

9.1.3 Without limitation on any statute of limitations that expire in less than three years, no claim may be brought by Client against any one or more of Consultant Group arising out of this Agreement (including, without limitation, in connection with the Services or the Software) more than three years after the date upon which Client has actual knowledge of the first occurrence of the action or inaction giving rise to such claim (whether relating to the Services, the Software or otherwise).

9.1.4 Client acknowledges this Agreement is with Consultant in its capacity as a corporation or a limited liability company, and Client agrees that in no event will it seek to hold any of the Consultant Group (other than Consultant) responsible for any obligations under this Agreement.

9.2 The law of the State will govern the validity of this Agreement, its interpretation and performance, and any other claims related to it, without regard to the State's conflict of laws rules. Venue for any legal action arising out of this Agreement will be proper only in the State courts or the federal courts located within the State. The parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either party might be entitled by domicile or otherwise. Both parties waive the right to a jury trial in an action to enforce, interpret or construe this Agreement.

9.3 If either party is required to bring legal action to enforce its rights under this Agreement or as the result of a breach of this Agreement, the costs and expenses of the prevailing party, including reasonable attorneys' fees, will be paid by the non-prevailing party.

9.4 A breach of this Agreement by either party may cause the other party hereto irreparable harm, the amount of which may be difficult to ascertain, and therefore such other party will have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any further breach and for such other relief as such other party may deem appropriate. Such right is in addition to the remedies otherwise available to such other party at law or in equity. The parties hereto expressly waive the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction hereunder for the posting of a bond.

## **10. General Legal Provisions.**

10.1 Authorization to Proceed. Each Schedule must be signed by both Client and Consultant before such Schedule will be binding on the parties hereto.

10.2 Force Majeure. Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of Consultant.

10.3 Amendment; Waiver. Any provisions of this Agreement (including, without limitation, any Schedules or provisions within any Schedules) may be amended or terminated if in writing and signed by both Client and Consultant. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to be valid unless acknowledged by such party in writing, and such waiver will not extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

10.4 Severability and Survival. If any provision in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Notwithstanding any other provisions of this Agreement (including, without limitation, Section 7), Sections 3, 5.5, 6, 7, 8, 9 and 10 will survive the termination of this Agreement.

10.5 No Third-Party Beneficiaries; Services Limited to Agreement. Except as set forth in Section 8, this Agreement gives no rights or benefits to anyone other than Client and Consultant and has no third-party beneficiaries. The Services to be performed for Client by Consultant are defined solely by this Agreement (including the Schedules), and not by any other contract or agreement that may be associated with performing the Services.

10.6 Assignment. This is a bilateral personal services agreement. Neither party will have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. This Agreement is binding on the successors and assigns of the parties hereto.

10.7 Notices. All notices under this Agreement must be in writing and will be deemed to have been given when such notice is received (i) from United States Postal Service First Class Certified Mail, Return Receipt Requested, (ii) by courier service, or (iii) by email; provided, however, that notices received on a weekend or holiday or on a business day after 4:00 p.m. local time will be deemed to have been received on the next business day. Notices will, unless another address is specified in writing, be sent to the addresses indicated below (each of which must include a street address and an email address): Consultant: Hinderliter De Llamas & Associates (HdL), Attn: George Bonnin, [Email: gbonnin@hdlcompanies.com](mailto:gbonnin@hdlcompanies.com); and Client: The City of McDonough, Attn: Rosalind Walker, Email: [rwalker@mcdonoughga.org](mailto:rwalker@mcdonoughga.org) .

10.8 Entire Agreement; Conflict. This Agreement (including any Schedules dated as of the Agreement Date or hereafter) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they have related in any way to the subject matter hereof. Should there ever be a conflict between the terms and conditions of the Schedule(s) and the remainder of this Agreement, the terms and conditions of the remainder of this Agreement will prevail and be controlling.

10.9 Counterparts; Electronic Signatures; Authority. This Agreement may be signed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signed signature pages of this Agreement transmitted

by email or other electronic means in a portable document format (PDF) or other clear and visible electronic format will have the same legal effect as an original. Each of the persons signing on behalf of a party hereto represents that he or she has the authority to sign this Agreement on such party's behalf.

10.10 No Adverse Construction. Both parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement will not be construed against either party based upon authorship. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

[Signatures are on the next page]

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement through their duly authorized representatives as of the Agreement Date.

**CONSULTANT:**

**CLIENT:**

Hinderliter De Llamas & Associates (HdL)

\_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
Its: \_\_\_\_\_ Its: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
Its: \_\_\_\_\_ Its: \_\_\_\_\_

[Any Schedule or Schedules may (but is/are not required to) be attached hereto]

**SCHEDULE E**  
Tax and Fee Administration Services and Fees  
Lodging Tax – Operations Management Services

SCHEDULE E – This Schedule E provides the scope of Services and Fees for tax and fee administration related to lodging tax pursuant to the Master Services Agreement dated December 11, 2023 (“MSA”).

The MSA includes the main body of the MSA, this Schedule, and all other Schedules to the MSA. Terms not otherwise defined herein have the definitions given to them within the main body of the MSA.

**SCOPE OF SERVICES**

Consultant will provide the following Services relative to Client’s lodging tax administration.

**1. Operations Management Services**

- 1.1. Establish and maintain database of Client lodging providers.
- 1.2. Receive and process registrations, tax returns and payments in a timely fashion.
- 1.3. Provide lodging providers multiple options for submitting registrations, tax returns, payments, or support requests (including via website, email, mail, phone, and fax. Consultant tax specialists will be available for live interactions Monday through Friday, 8:00am to 5:00pm Pacific).
- 1.4. Remit revenue to Client no less than monthly.
- 1.5. Provide Client staff access to website portal offering lodging provider registry inquiry and reporting capabilities.
- 1.6. Endeavor to ensure accurate filings of returns by consistently monitoring returns, providing compliance audits, and educating lodging providers as mutually agreed to by Client and Consultant.
- 1.7. Provide analysis reports monthly and annually provide revenue trends and key insights on Client lodging providers.

**2. Online Payment Processing** – Consultant’s services include PCI compliant payment processing services powered by FIS Global, which supports both credit card and eCheck transactions.

**2.1. Client Responsibilities**

- 2.1.1. As a condition to its receipt of the Service, Client shall execute and deliver any and all applications, agreements, certifications or other documents required by FIS Global, Networks or other third parties whose consent or approval is necessary for the processing of Transactions by FIS Global. “Network” is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle Transactions among themselves, including, for example, networks operated by VISA USA and Mastercard, Inc., NYCE Corporation, American Express, and Discover.
- 2.1.2. Client hereby grants Consultant the full right, power and authority to request, receive and review any Data or records reflected in a Transaction report. Client represents and warrants that it has the full right and authority to grant these rights.

**FEES**

**3. Operations Management Services**

- 3.1. Fees for performing operations management Services shall be \$981.00 per year for each filing property + CPI.
- 3.2. Fees will be increased as of January 1st of each calendar year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for each city region. Each annual increase in the Fees will be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.

## **SCHEDULE E**

### **Tax and Fee Administration Services and Fees Lodging Tax – Operations Management Services**

- 3.3. Fees related to travel and lodging expenses are billed at cost and apply to all meetings (including implementation, training, operations and support).
- 3.4. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.
- 4. **Payment Processing** – Consultant will configure payment processing services to utilize either a taxpayer funded model (convenience fee) or Client funded model, as directed by Client. Client may switch between these models upon written request to Consultant. Fees for each of these payment processing models are detailed here.
  - 4.1. Taxpayer funded model – Client authorizes Consultant to collect each convenience fee from the taxpayer at time of payment.
    - 4.1.1. Credit and debit card processing – 2.9% of transaction amount, minimum of \$2.00
    - 4.1.2. ACH/eCheck processing - \$1.25 per transaction
  - 4.2. Client funded
    - 4.2.1. Credit and debit card processing – 2.9% of transaction amount
    - 4.2.2. ACH/eCheck processing - \$0.50 per transaction
  - 4.3. Returned payments/NSF fee – Each occurrence of a card chargeback, returned payment or insufficient funds will incur a fee of \$25.00, to be applied to the taxpayers account.
  - 4.4. Consultant reserves the right to review and adjust pricing related to payment processing services on an annual basis. Consultant will communicate any such adjustment to Client in writing, with 60 days advance notice. Items that will be considered in the review of fees may include, but are not limited to: regulatory changes, card association rate adjustments, card association category changes, bank/processor dues and assessments, average consumer payment amounts, card type utilization, and costs of service.

**SCHEDULE E**  
Tax and Fee Administration Services and Fees  
Lodging Tax – Operations Management Services

**IN WITNESS WHEREOF**, the parties hereto have entered into this Schedule E to the MSA through their duly authorized representatives as of December 11, 2023.

**CONSULTANT:**

Hinderliter De Llamas & Associates (HdL)

**CLIENT:**

\_\_\_\_\_

By:  
Its:

By:  
Its:

By:  
Its:

By:  
Its:

# CONSENT AGENDA ITEM SUMMARY

December 11, 2023

Item Number: 6F



Presented by: William VonDenBosch

Public Works Department

## ITEM SUMMARY:

Request approval to pay Legacy Ford Invoice 210570 for repairs to a 2022 F-350 in the amount of \$35,705.31.

## SPECIAL CONSIDERATIONS OR CONCERNS:

The city has recovered \$28,210.11 from insurance and is working to recover the balance of \$7,495.20 from insurance company.

## STAFF RECOMMENDATION:

## FINANCIAL IMPACT:

\$7,495.00, to be paid by the City and to be recovered by insurance  
\$28,210.11, paid by insurance company.  
Total for repairs \$35,705.31

## FUNDING SOURCE:

Line Item: 505-5.4440.52.2200 Auto/Truck Repair

## ATTACHMENTS:

(1) Legacy Ford invoice for completed repairs

## OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

## OTHER DEPARTMENTAL REVIEW

☒ Finance

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency

Customer Number: 1014786

Invoice No: 210570

\*INVOICE\*

CITY OF MCDONOUGH

GERALD BROWN

305 RACETRACK RD

MCDONOUGH, GA 30253

Home: 404-276-6979 Cont: 678-782-6273 Cell: 404-276-6979

Email:

Page 1 of 4



P.O. Box 248 • 413 Industrial Boulevard

McDonough, Georgia 30253

(770) 914-2800 Fax: (770) 914-3032

SERVICE ADVISOR: 9999829 HELAINA STORME

| SERVICE ADVISOR |            |               |               |                    |         |                  |         |           |  |
|-----------------|------------|---------------|---------------|--------------------|---------|------------------|---------|-----------|--|
| COLOR           | YEAR       | MAKE/MODEL    |               | VIN                | LICENSE | MILEAGE IN / OUT |         | TAG       |  |
|                 | 22         | FORD F-350    |               | 1FT8X3B61NEE58867  |         | 4896 / 4896      |         | T8196     |  |
| DEL. DATE       | PROD. DATE | WARR. EXP.    | PROMISED      |                    | PO NO.  | RATE             | PAYMENT | INV. DATE |  |
| 01JAN22         |            |               | 18:00 28APR23 |                    |         | 0.00             | CASH    | 28NOV23   |  |
| R.O. OPENED     |            | READY         |               | OPTIONS: DLR:00264 |         |                  |         |           |  |
| 11:23 28APR23   |            | 09:43 28NOV23 |               |                    |         |                  |         |           |  |

| LINE                                                    | OPCODE           | TECH         | TYPE                     | HOURS   | LIST    | NET     | TOTAL |
|---------------------------------------------------------|------------------|--------------|--------------------------|---------|---------|---------|-------|
| A BODY REPAIR AS PER ESTIMATE CLAIM 010474-039050-AP-01 |                  |              |                          |         |         |         |       |
| BRE BODY REPAIR AS PER ESTIMATE CLAIM                   |                  |              |                          |         |         |         |       |
| 010474-039050-AP-01                                     |                  |              |                          |         |         |         |       |
| 953569 CPB                                              |                  |              |                          |         |         |         |       |
| 957784 CPB                                              |                  |              |                          |         |         |         |       |
|                                                         |                  |              |                          |         | 7250.00 | 7250.00 |       |
| 1                                                       | LC3Z*13404*C     | LAMP         | ASY - REAR               | 329.23  | 329.23  | 329.23  |       |
| 1                                                       | HC3Z*9900374*A   | EXTENSION    | - BODY                   | 60.87   | 60.87   | 60.87   |       |
| 1                                                       | FL3Z*9925622*AA  | DECAL        | - NAME PLATE             | 57.57   | 57.57   | 57.57   |       |
| 1                                                       | HC3Z*99291A40*BA | MOULDING     |                          | 231.38  | 231.38  | 231.38  |       |
| 1                                                       | FL3Z*1826800*C   | HINGE        | ASY                      | 307.40  | 307.40  | 307.40  |       |
| 1                                                       | HC3Z*9627840*A   | PANEL        |                          | 741.08  | 741.08  | 741.08  |       |
| 1                                                       | FL3Z*1825324*C   | WEATHERSTRIP |                          | 312.30  | 312.30  | 312.30  |       |
| 1                                                       | HL3Z*1824630*B   | DOOR         | ASY - REAR - LESS HINGES | 856.23  | 856.23  | 856.23  |       |
| 1                                                       | LC3Z*2823942*MB  | PANEL        | ASY - DOOR TRIM          | 402.27  | 402.27  | 402.27  |       |
| 1                                                       | FL3Z*1521596*H   | RUN          | - DOOR GLASS             | 163.18  | 163.18  | 163.18  |       |
| 1                                                       | ML3Z*1521410*A   | GLASS        |                          | 395.08  | 395.08  | 395.08  |       |
| 1                                                       | FL3Z*1620124*C   | DOOR         | ASY - FRONT              | 1146.62 | 1146.62 | 1146.62 |       |
| CAS-43542514-Q3H9K4                                     |                  |              |                          |         |         |         |       |
| 1                                                       | MC3Z*2564416*AB  | COVER        | ASY - SEAT BACK          | 264.30  | 264.30  | 264.30  |       |
| 1                                                       | MC3Z*2564417*AB  | COVER        | ASY - SEAT BACK          | 262.97  | 262.97  | 262.97  |       |
| 1                                                       | JC3Z*1561202*AC  | SEAT         | BELT ASY                 | 85.23   | 85.23   | 85.23   |       |
| 1                                                       | JC3Z*2661203*AC  | SEAT         | BELT ASY                 | 84.42   | 84.42   | 84.42   |       |
| 1                                                       | JC3Z*28611B08*BB | SEAT         | BELT ASY                 | 376.82  | 376.82  | 376.82  |       |
| 1                                                       | JC3Z*28611B09*BB | SEAT         | BELT ASY                 | 383.80  | 383.80  | 383.80  |       |
| 2                                                       | GN1Z*14B345*A    | SENSOR       | - SIDE AIR BAG           | 43.28   | 43.28   | 86.56   |       |
| 1                                                       | HC3Z*14B004*A    | SENSOR       | ASY                      | 58.91   | 58.91   | 58.91   |       |
| 2                                                       | FR3Z*14B004*A    | SENSOR       | ASY                      | 45.64   | 45.64   | 91.28   |       |
| 1                                                       | NC3Z*14B321*A    | SENSOR       | ASY - AIR BAG            | 541.23  | 541.23  | 541.23  |       |
| 1                                                       | HC3Z*14A664*H    | COVER        | AND CONTACT PLATE ASY    | 41.38   | 41.38   | 41.38   |       |
| 1                                                       | LC3Z*18042D94*C  | CURTAIN      | ASY                      | 578.77  | 578.77  | 578.77  |       |
| 1                                                       | LC3Z*18042D95*C  | CURTAIN      | ASY                      | 578.87  | 578.87  | 578.87  |       |
| 1                                                       | JL3Z*78611D10*A  | MODULE       | - AIR BAG                | 195.08  | 195.08  | 195.08  |       |
| 1                                                       | JL3Z*78611D11*A  | AIR          | BAG                      | 195.08  | 195.08  | 195.08  |       |

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|------------------------|--------|
| LABOR AMOUNT           |        |
| PARTS AMOUNT           |        |
| GAS, OIL, LUBE         |        |
| SUBLET AMOUNT          |        |
| MISC. CHARGES *        |        |
| TOTAL CHARGES          |        |
| LESS INSURANCE         |        |
| SALES TAX              |        |
| PLEASE PAY THIS AMOUNT |        |

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Customer Number: 1014786

Invoice No: 210570

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| 11:23 28APR23 |            | 09:43 28NOV23 |                   |                    |                  |         |           |

| LINE | OPCODE    | TECH                 | TYPE                           | HOURS | LIST    | NET     | TOTAL   |
|------|-----------|----------------------|--------------------------------|-------|---------|---------|---------|
| 1    | HC3Z*     | 25044A74*            | A MODULE - AIR BAG             |       | 538.37  | 538.37  | 538.37  |
| 1    | FL3Z*     | 1502012*A            | PANEL ASY - COWL TOP - OUTER   |       | 273.53  | 273.53  | 273.53  |
| 4    | *W718364* | S900 BOLT ASY - LOCK |                                |       | 9.00    | 9.00    | 36.00   |
| 1    | FL3Z*     | 1502018*A            | PANEL ASY - COWL TOP           |       | 373.63  | 373.63  | 373.63  |
| 4    | *W718362* | S900 STUD            |                                |       | 6.00    | 6.00    | 24.00   |
| 1    | HC3Z*     | 2502038*D            | PANEL ASY - COWL SIDE          |       | 273.95  | 273.95  | 273.95  |
| 1    | HC3Z*     | 25022A68*AB          | GRILLE - COWL TOP              |       | 133.75  | 133.75  | 133.75  |
| 1    | FL3Z*     | 1828136*A            | REINFORCEMENT                  |       | 24.10   | 24.10   | 24.10   |
| 4    | *W717984* | S417 RIVET - BLIND   |                                |       | 2.75    | 1.52    | 6.08    |
| 1    | HC3Z*     | 28211A10*A           | FRAME - DOOR                   |       | 994.93  | 994.93  | 994.93  |
| 1    | FL3Z*     | 1502542*B            | REINFORCEMENT - "A" PILLAR     |       | 361.47  | 361.47  | 361.47  |
| 1    | HC3Z*     | 2851186*A            | RAIL ASY - BODY SIDE - UPPER   |       | 696.33  | 696.33  | 696.33  |
| 1    | LC3Z*     | 2851944*BA           | HEADLINING - ROOF              |       | 1652.00 | 1652.00 | 1652.00 |
| 1    | LC3Z*     | 2503100*E            | GLASS - WINDSCREEN             |       | 479.30  | 479.30  | 479.30  |
| 1    | LC3Z*     | 10732*B              | TRAY ASY - BATTERY             |       | 99.33   | 99.33   | 99.33   |
| 1    | LC3Z*     | 16C274*A             | REINFORCEMENT                  |       | 255.27  | 255.27  | 255.27  |
| 1    | HC3Z*     | 16720*AC             | NAME PLATE                     |       | 145.00  | 145.00  | 145.00  |
| 1    | LC3Z*     | 16005*A              | FENDER ASY - FRONT             |       | 341.80  | 341.80  | 341.80  |
| 1    | HC3Z*     | 16612*A              | HOOD ASY                       |       | 873.13  | 873.13  | 873.13  |
| 1    | LC3Z*     | 13008*A              | HEADLAMP ASY                   |       | 818.97  | 818.97  | 818.97  |
| 1    | LC3Z*     | 17757*AA             | BUMPER ASY - FRONT             |       | 879.30  | 879.30  | 879.30  |
| 1    | FL3Z*     | 1502542*B            | REINFORCEMENT - "A" PILLAR     |       | 361.47  | 361.47  | 361.47  |
| 1    | HC3Z*     | 25043B13*AF          | MODULE - AIR BAG               |       | 299.28  | 299.28  | 299.28  |
| 1    | FL3Z*     | 1521452*E            | WEATHERSTRIP ASY - DOOR WINDOW |       | 239.87  | 239.87  | 239.87  |
| 1    | FL3Z*     | 1825324*C            | WEATHERSTRIP                   |       | 312.30  | 312.30  | 312.30  |
| 1    | FL3Z*     | 1825766*B            | RUN ASY - GLASS                |       | 116.10  | 116.10  | 116.10  |
| 1    | FL3Z*     | 16278B10*A           | EXTENSION - QUARTER PANEL - RE |       | 27.00   | 27.00   | 27.00   |
| 1    | JC3Z*     | 2522404*AD           | HANDLE ASY - DOOR - OUTER      |       | 111.38  | 111.38  | 111.38  |
| 1    | ML3Z*     | 1825712*C            | GLASS - QUARTER WINDOW         |       | 236.32  | 236.32  | 236.32  |
| 1    | FL3Z*     | 1825766*B            | RUN ASY - GLASS                |       | 116.10  | 116.10  | 116.10  |
| 1    | FL3Z*     | 1622810*B            | HINGE ASY                      |       | 23.27   | 23.27   | 23.27   |
| 1    | FL3Z*     | 1622800*B            | HINGE ASY - DOOR               |       | 24.73   | 24.73   | 24.73   |

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|------------------------|--------|
| LABOR AMOUNT           |        |
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| GAS, OIL, LUBE         |        |
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| MISC. CHARGES *        |        |
| TOTAL CHARGES          |        |
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| COLOR         | YEAR       | MAKE/MODEL    | VIN               | LICENSE            | MILEAGE IN / OUT | TAG     |           |
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|------|-----------|-----------|----------------------------------|-------|---------|---------|---------|
| 15   | *W708777* | S900C     | RIVET - BLIND                    |       | 0.43    | 0.43    | 6.45    |
| 1    | FL3Z*     | 15278A96* | A PANEL - QUARTER - OUTER        |       | 28.53   | 28.53   | 28.53   |
| 20   | *W707638* | S900C     | RIVET - BLIND                    |       | 0.34    | 0.34    | 6.80    |
| 1    | JL3Z*     | 1521812*  | D LATCH                          |       | 103.35  | 103.35  | 103.35  |
| 1    | LC3Z*     | 2823942*  | MB PANEL ASY - DOOR TRIM         |       | 402.27  | 402.27  | 402.27  |
| 1    | MC3Z*     | 2504320*  | AA PANEL - INSTRUMENT            |       | 2264.05 | 2264.05 | 2264.05 |
| 2    | *W702554* | S900C     | RIVET                            |       | 0.80    | 0.80    | 1.60    |
| 1    | HC3Z*     | 16796*    | B HINGE ASY - HOOD               |       | 83.35   | 83.35   | 83.35   |
| 1    | HC3Z*     | 1521978*  | C SHIELD - DOOR LOCK             |       | 49.70   | 49.70   | 49.70   |
| 1    | FL3Z*     | 18291A08* | AA MOULDING                      |       | 82.43   | 82.43   | 82.43   |
| 1    | FL3Z*     | 1520554*  | AD MOULDING - DOOR OUTSIDE       |       | 58.47   | 58.47   | 58.47   |
| 1    | FL3Z*     | 1521452*  | E WEATHERSTRIP ASY - DOOR WINDOW |       | 239.87  | 239.87  | 239.87  |
| 1    | FL3Z*     | 1825596*  | A WEATHERSTRIP - DOOR GLASS CHAN |       | 119.23  | 119.23  | 119.23  |
| 2    | LU2Z*     | 17V528*   | G BLADE ASY - WIPER              |       | 20.98   | 20.98   | 41.96   |
| 1    | HC3Z*     | 15221A00* | G CABLE ASY                      |       | 95.27   | 95.27   | 95.27   |
| 1    | HC3Z*     | 1521596*  | A RUN - DOOR GLASS               |       | 44.62   | 44.62   | 44.62   |
| 1    | HC3Z*     | 17682*    | CA MIRROR ASY - REAR VIEW OUTER  |       | 1246.73 | 1246.73 | 1246.73 |
| 1    | HC3Z*     | 17D742*   | AA COVER                         |       | 46.53   | 46.53   | 46.53   |
| 1    | FL3Z*     | 1521852*  | AC ROD                           |       | 12.80   | 12.80   | 12.80   |

B BODY PAINT AS PER ESTIMATE

BPE BODY PAINT AS PER ESTIMATE

955157 CPBP

PMAT PAINT AND MATERIALS

TAX PAINT AND MATERIALS TAX

SUBL front windshield PO#F21344

CPB

450.00 450.00

SUBL WASH

CPB

50.00 50.00

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DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

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|               |            | 22            | FORD F-350    |                    | 1FT8X3B61NEE58867 |         | 4896 / 4896      |           | T8196 |
| DEL. DATE     | PROD. DATE | WARR. EXP.    | PROMISED      |                    | PO NO.            | RATE    | PAYMENT          | INV. DATE |       |
| 01JAN22       |            |               | 18:00 28APR23 |                    |                   | 0.00    | CASH             | 28NOV23   |       |
| R.O. OPENED   |            | READY         |               | OPTIONS: DLR:00264 |                   |         |                  |           |       |
| 11:23 28APR23 |            | 09:43 28NOV23 |               |                    |                   |         |                  |           |       |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|------|--------|------|------|-------|------|-----|-------|
|------|--------|------|------|-------|------|-----|-------|

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ESTIMATE: 0.00 28APR23 11:23 SA: 9999829

CONTACT: \*\*\*\*\*

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| WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. |  | *SHOP SUPPLY COSTS:                                                                                                                                                         | DESCRIPTION            | TOTALS      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------|
| By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | We have added a charge equal to 15% of the total cost of labor and parts, not to exceed \$50.00, to the Repair Order for shop supplies used in connection with this repair. | LABOR AMOUNT           | \$ 8965.00  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                                                                                                                                             | PARTS AMOUNT           | \$ 24909.98 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                                                                                                                                             | GAS, OIL, LUBE         | \$ 0.00     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                                                                                                                                             | SUBLET AMOUNT          | \$ 500.00   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                                                                                                                                             | MISC. CHARGES *        | \$ 1330.33  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                                                                                                                                             | TOTAL CHARGES          | \$ 35705.31 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                                                                                                                                             | LESS INSURANCE         | \$ 0.00     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                                                                                                                                             | SALES TAX              | \$ 0.00     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                                                                                                                                             | PLEASE PAY THIS AMOUNT | \$ 35705.31 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                                                                                                                                             |                        |             |

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

CUSTOMER COPY

## **PROFESSIONAL SERVICES AGREEMENT AMENDMENT**

This Professional Services Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ and between the **CITY OF MCDONOUGH**, a Georgia municipal corporation, ("City") and **THE COLLABORATIVE FIRM, LLC**, a Georgia corporation ("Contractor").

**WHEREAS**, the City desires to engage Contractor, and Contractor agrees to render certain technical advice and professional services to the City pursuant to the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **SERVICES**. Contractor agrees to provide professional services to the City as detailed in **Exhibit A** ("Services"). If any services to be performed are not specifically listed in Exhibit A or herein but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the City. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.
2. **COMPENSATION**. In consideration for Services, the City shall pay to Contractor a fee not to exceed the amounts indicated in **Exhibit B** ("Fee Schedule"). The City agrees to pay Contractor's invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.
3. **TERM**. This Agreement amends the contract that commenced on January 1, 2024 ("Effective Date") and shall terminate absolutely without further obligation on the part of the City upon June 30, 2024.
4. **RELATIONSHIP OF THE PARTIES**.
  - (a) **Independent Contractors**. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.
  - (b) **Employee Benefits**. Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
  - (c) **Payroll Taxes**. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the City.

5. **WARRANTY ON SERVICES RENDERED.** The Contractor warrants its Services and workmanship shall be (i) free from defects; (ii) performed as stipulated in the bid/proposal documents and conform to all specifications; (iii) performed by skilled personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules and policies. Upon receipt of written notice of a defect, the Contractor shall repair the defect in a timely manner at no expense to the City.
6. **TERMINATION.** Each party reserves the right to terminate this contract by giving a minimum of thirty (30) days' written notice. In the event of such termination, the City shall compensate Contractor for all services performed up to the date of termination, and the City shall have no further liability to the Contractor, including without limitation, no liability for lost profits. The Contractor shall deliver to the Firm all "work in progress" including, but not limited to, drafts of documents.
7. **DISPUTES.** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.
8. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and representatives (collectively, the "City Indemnitees") from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including reasonable attorney's fees and costs), incurred by any City Indemnitee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with services provided under this Agreement. These obligations shall survive termination.
9. **RISK MANAGEMENT REQUIREMENTS.** The Contractor shall abide by the City's applicable Risk Management Requirements, attached to this Agreement as **Exhibit C** and incorporated herein by reference.
10. **STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS.**
- (a) Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
  - (b) Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement.
  - (c) Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

**11. WORK ON THE CITY'S DESIGNATED PREMISES.** If the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all safety regulations.

**12. CONFLICTS OF INTEREST.** Contractor warrants and represents that:

- (a) The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing.
- (b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- (c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

**13. CONFIDENTIAL INFORMATION.** Contractor acknowledges that it may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance in writing or is required to be disclosed by court order, subpoena or by law, neither Contractor nor any of its employees, will disclose, transfer, distribute or allow access to any confidential information of the other party to third parties. These obligations shall survive termination.

**14. GOVERNING LAW AND CONSENT TO JURISDICTION.** This Agreement is made and entered into in the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of Rockdale County, Georgia.

**15. NOTICES.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties.

**If to the City:**

City of McDonough  
Attn: Sandra Vincent, Mayor  
City Hall  
136 Keys Ferry Street  
McDonough, GA 30253  
770-957-3915

**If to the Contractor:**

Michael Hightower, Managing Partner The  
Collaborative Firm, LLC  
1514 East Cleveland Ave. Suite 82 East Point, GA 30344  
404-684-7031

16. **NON-WAIVER.** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.
17. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.
18. **AMENDMENTS.** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
19. **ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

**IN WITNESS WHEREOF**, said parties have hereunto set their seals the day and year written below.

Executed on behalf of:

**CITY OF MCDONOUGH**

BY: \_\_\_\_\_

TITLE: Sandra Vincent (Mayor)

[Seal]

ATTEST (sign here): \_\_\_\_\_

Name (print): \_\_\_\_\_

DATE: \_\_\_\_\_

**[SIGNATURES CONTINUED ON NEXT PAGE]**

Executed on behalf of:

**CONTRACTOR: THE COLLABORATIVE FIRM, LLC**

BY (sign here): \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Title: Michael Hightower, Managing Partner

[Corporate Seal]

ATTEST (sign here): \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_  
DATE: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **A. City of McDonough's Zoning Ordinance update to be completed by June 30, 2024**

The Contractor in coordination and consultation with the City agrees to manage and perform services for Title 17 of the City of McDonough's Zoning Code for either re-evaluation or inclusion in the current Zoning Ordinance during the term of this agreement as described below.

##### **1. Project Orientation**

- a. The Contractor shall meet with the Governing Body and City Staff for an orientation meeting in order to provide understanding of project goals, schedule, issues, policies, and other challenges.
- b. The Contractor shall be responsible for reviewing and understanding the City's past studies, policies, and all other relevant applicable local, state, and federal laws.

##### **2. Zoning Code Evaluation**

a. The Contractor shall complete a thorough analysis and evaluation of Title 17 in the City's current Zoning Code and map. The city's desire to audit its current zoning ordinance, in particular, Title 17 of the City Code, that is in need of re-evaluation and/or inclusion of the following items but not limited to:

- Residential Multi-Family Developments (currently under moratorium)
- Time Limits Ordinance for construction
- Homeowner Associations
- Build to Rent (BTR)
- Overlay Districts (Entertainment, Senior living, Town Center hubs)
- Landscaping Ordinance (revamp)

##### **3. Draft Zoning Code**

The Contractor will draft a Zoning Code Update which will be easy to read, follow and understand, updateable, clear and easy to follow with graphic expressions; The Draft Zoning Code will be developed and visually created in Microsoft® Word.

##### **4. Draft Update to Citywide Zoning Map**

- a. The Contractor will develop and draft a map for review by City Staff, Mayor and Council, as well as the General Public of the updated areas

##### **5. Public Participation**

- a. The Contractor will engage the public throughout the Zoning Ordinance process.
- b. The Contractor will develop a Public Involvement Plan for the Zoning Ordinance Update.
- c. The Contractor will identify and facilitate a Stakeholder Committee with the support of the City's Staff.
- d. The Contractor will provide up-to-date materials for the City's Staff to maintain on the City website devoted solely to the Zoning Ordinance Update.

##### **6. Attend Public Hearings, Revise Zoning Code and Citywide Map**

- a. The Contractor will attend Public Hearings, Revise Zoning Code and Citywide Map based on stakeholder input.

7. Zoning Code Implementation

- a. The Contractor will develop strategy and conduct training as necessary for City Staff, Mayor and Council.
- b. The Contractor will deliver one (1) final copy of the adopted City Zoning Code Update and map in the following formats: 1) hard copy, 2) modifiable electronic version, and 3) a web-friendly version.

8. Provide recommendations concerning annexation, including land use and zoning.

9. Provide other planning services including zoning verification letters, site plan review, etc.

10. Provide zoning administration services, as necessary.

**EXHIBIT B**  
**FEE SCHELDULE**

**FOR SERVICES IN THIS AGREEMENT PERFORMED BY THE COLLABORATIVE FIRM, LLC,  
LISTED BELOW ARE THE FEES**

**City of McDonough's Zoning Ordinance update to be completed by June 30, 2024**

For services in this agreement to be performed by the Consultant, the City agrees to pay the Consultant a lump sum fee not to exceed \$75,000.00 (Seveny Five Thousand Dollars and 00/100).

## EXHIBIT C

### RISK MANAGEMENT REQUIREMENTS

The Contractor shall provide minimum insurance coverage and limits as per the following: The Contractor shall file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by City Management, admitted doing business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

#### CONTRACTS FOR UP TO \$50,000

**Worker's Compensation** – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

**Automobile Liability** – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

**Commercial General Liability** – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of McDonough" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

#### CONTRACTS FOR MORE THAN \$50,000

**Worker's Compensation** – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

**Automobile Liability** - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

**Commercial General Liability** – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of McDonough" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

**EXHIBIT C**  
**RISK MANAGEMENT**  
**REQUIREMENTS (Cont'd)**

**CONTRACTS FOR UP TO \$50,000**

**CONTRACTS FOR MORE THAN \$50,000**

**LIMITS OF LIABILITY:**

|             |                                                               |
|-------------|---------------------------------------------------------------|
| \$1,000,000 | Per Occurrence                                                |
| \$1,000,000 | Personal and Advertising                                      |
| \$50,000    | Fire Damage*                                                  |
| \$5,000     | Medical Payments*                                             |
| \$1,000,000 | General Aggregate                                             |
| \$1,000,000 | Products/Completed Operations per<br>Occurrence and Aggregate |

*\*These are automatic minimums*

**Owner's Protective Liability** – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

**Umbrella and/or Excess Liability** – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

**Owner's Protective Liability** – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

## PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the CITY OF MCDONOUGH, a municipal corporation incorporated under the laws of Georgia, (hereinafter referred to as "the City") and THE COLLABORATIVE FIRM, LLC, a planning, zoning and economic development firm of Fulton County, Georgia, (hereinafter referred to as "the Consultant").

### WITNESSETH:

That on the terms and conditions hereafter set forth, the City does hereby agrees employ the Consultant to add the following services.

1.

The Consultant hereby agrees to provide the necessary personnel and facilities to render planning and other professional assistance to the City as hereinafter set forth the 1<sup>st</sup> day of January 2024 and ending the 30<sup>th</sup> of June 2024. Primary assistance rendered by the Consultant shall be in the field of comprehensive planning, zoning administration and community development by the Consultant's Manager, provided, however, that all Consultant staff resources shall be available as requested by the City.

2.

In performing its contractual obligations, the Consultant agrees to comply with all federal, state and local laws, including the Minimum Standards and Procedures for Local Comprehensive Planning found in Chapter 110-12-1 *et seq.* of the Administrative Rules for the Georgia Department of Community Affairs.

3.

The Consultant agrees to provide the following professional services during the term of this agreement as described below. The City, through the Mayor, may authorize the Consultant to undertake additional planning and technical services on a per hour basis or by negotiation and mutual agreement.

Additional planning and other professional assistance to be provided by the Consultant, as directed by the Mayor, may include, but not be limited to the following:

- A. Assistance in preparation of the necessary legal documents, maps and plans to enable the City to formally adopt an "Official Map" to thus reserve and later acquire right-of-way for future streets, street extensions, street widening, public buildings sites, parks, playgrounds and other open space.

- B. Review, evaluate and prepare recommendations for improving existing zoning district requirements.
- C. Conduct comprehensive analysis of procedures and forms utilized in administration of City's zoning, building and housing regulations and recommend revisions.
- D. Prepare reports and memoranda, and participate in meetings with, or on behalf of, City agencies and departments.
- E. Provide an analysis of governmental services provided by the City of McDonough and Henry County and their functional relationships
- F. Prepare a Capital Improvements Element in conjunction with the City Engineer.
- G. Produce periodic updates to the Zoning Ordinance, Zoning Map and other ordinances.
- I. Provide recommendations concerning annexation, including land use and zoning.
- J. Assist in grant writing for such programs as TE 21, DAC LDF and CDBG programs.
- K. Provide the zoning administration services.

4.

It is agreed that the City shall make available to the Consultant previously prepared planning studies, reports and related information and data which would be useful to the Consultant in carrying out the work program herein set forth.

5.

For such services listed in Item 3, above, to be performed by the Consultant, the City agrees to pay the Consultant \$18,000.00 per month. The Consultant will provide Staff for services listed above, up to four (4) days a week, eight (8) hours per day.

6.

The Consultant shall not assign or subcontract the whole or any part of this Agreement without the City's prior written consent.

7.

The Consultant shall participate in the federal work authorization program throughout the contract period, as provided in O.C.G.A §13-10-91. The Consultant shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that it has registered with, is authorized to use, and uses the federal work authorization program; it will continue to use the federal work authorization program throughout the contract period; and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit containing the above information. Further, to the extent that a subcontractor is utilized, the subcontractor's federal work authorization program user identification number and date of authorization shall be included in the affidavit.

8.

- A. **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between City and Consultant. This Agreement shall not constitute, create, otherwise imply an employment, joint venture, partnership, agency or similar arrangement between City and Consultant. It is expressly agreed that Consultant is acting as an independent contractor and not as an employee in providing Services under this Agreement
- B. **Employee Benefits.** Consultant shall not be eligible for any benefit available to employees of City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- C. **Payroll Taxes.** No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Consultant under this Agreement. Consultant shall be responsible for all FICA, federal and state withholding taxes and workers compensation coverage for any individuals assigned to perform the Services for City.

9.

Consultant warrants and represents that:

- A. The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- B. Consultant is not presently subject to any agreement with a competitor or with any other party that will prevent Consultant from performing in full accord with this Agreement; and
- C. Consultant is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Consultant shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

10.

Consultant acknowledges that it may access to and become acquainted with confidential and other information proprietary to City including, but not limited to, information concerning McDonough, its operation, customers, citizens, business and financial condition, as well as information with respect to which City has obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Consultant agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Consultant under this section shall survive the termination of this Agreement.

11.

Consultant agrees to defend, indemnify and hold harmless the City of McDonough, its officers, employees and agents, to the extent allowed by applicable law, from and against any and all third-party claims, losses liabilities or other expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by the Indemnitor of its obligations under this Agreement.

12.

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of

conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of Henry County, Georgia.

13.

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

14.

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

15.

This agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understanding, whether oral or written.

IN WITNESS WHEREOF said City acting by and through it's duly authorized Mayor and the Consultant, acting by and through its President, have thereunto set their hands and delivered these presents in duplicate the day and year first above written.

CITY OF MCDONOUGH

\_\_\_\_\_  
Sandra Vincent, Mayor

ATTEST

\_\_\_\_\_  
Christy L. Taylor, City Clerk

THE COLLABORATIVE FIRM, LLC

\_\_\_\_\_  
Michael Hightower, Managing Partner

**AGENDA ITEM SUMMARY**  
**December 11, 2023, City Council Meeting**  
**Item Number: 11**



Presented by: Dave Williams

Fire Department

**ITEM SUMMARY:**

Request authorization for Mayor to sign the Master Services Agreement between Life Safety Inspection Vault LLC (LIV) and McDonough Fire Department for use of the LIV web-based management system to enhance and simplify the fire inspection, code compliance, and recording process.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The Agreement may be altered or updated per our needs prior to any signatures from LIV or the Mayor.

There is no cost nor funding required for the City nor the Fire Department for use of the system, and the agreement can be canceled or terminated without cause by either party with a 90-day written notice to the other party. It can be immediately terminated by either party under specific circumstances.

**STAFF RECOMMENDATION:**

Recommend approval.

**FINANCIAL IMPACT:**

N/A

**FUNDING SOURCE:**

N/A

**ATTACHMENTS:**

Benefits of LIV  
LIV Slideshow  
Master Services Agreement  
Statement of Work, Benefits

**OTHER DEPARTMENTAL REVIEW NEEDED:**

☒ Yes

☐ No

## OTHER DEPARTMENTAL REVIEW

|                                                |                                                         |                                                        |
|------------------------------------------------|---------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Finance               | <input type="checkbox"/> Fire                           | <input type="checkbox"/> Stormwater                    |
| <input type="checkbox"/> Highway and Streets   | <input type="checkbox"/> Main Street                    | <input type="checkbox"/> Water Distribution            |
| <input type="checkbox"/> Human Resources       | <input type="checkbox"/> Police                         | <input type="checkbox"/> Water/Sewer Operations        |
| <input type="checkbox"/> Community Development | <input checked="" type="checkbox"/> Technology Services | <input checked="" type="checkbox"/> City Administrator |

Department Name: **City Administrator**

Comments: No comments

Department Name: **Technology Services**

Comments:

You only need an internet connection to access the application, we do have the bandwidth to accommodate connectivity.  
We don't store any data, they do; so, it's hands-off for your local IT department.

*Respectfully,*

**Brian Linton** CGCIO

*City of McDonough*

*Mobile - 678-222-8670*

# Benefits of LIV

## Why Partnering with LIV Makes Sense.



### Why Choose LIV?

- LIV has automated the way fire departments collect, track, and store records on fire and life safety systems. With real time data & solutions fire departments can now be more proactive in their prevention efforts, while reducing community risk.
- Reduced time spent on record management.
- With increased enforcement, the compliance rate will increase on fire and life safety systems within the departments jurisdiction.
- Reduce the time spent following up on deficiency's, contributing to overall community risk reduction.
- Allows the fire department to recognize and educate business owners on current deficiency's with their fire and life safety systems.
- By maintaining fire alarms more regularly, this will reduce the number of false alarm call outs, saving the fire department time and money.
- LIV gathers updated contact and business information for the fire department.
- The data collected helps with ISO ratings.
- All data is owned by the fire department. LIV's application is web-based, providing access to critical data while in the field.
- At no cost to the fire department the data/analytics gathered can be used to take a targeted approach with prevention efforts.

**Contact Us**  
**855.225.4822**  
**[info@livsafe.com](mailto:info@livsafe.com)**

**STATE OF GEORGIA  
CITY OF MCDONOUGH**

**ORDINANCE NO. 23-12-11001(Z)**

**AN ORDINANCE, PURSUANT TO MCDONOUGH CODE OF ORDINANCES SECTION 17.104.020(A)(1), AMENDING THE ZONING MAP OF THE CITY OF MCDONOUGH; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MCDONOUGH AND IT IS HEREBY ORDAINED BY AUTHORITY HEREOF:

**SECTION 1.**

This ordinance applies to the following real property per the application filed by **Stephen Moore of Moore Bass for Turner Church Rd. – David Weekley Project**:

All that lot, tract or parcel of land, otherwise known 343 Turner Church Rd. (Parcel #105-01061000 & #105-01061003), lying and being in Land Lot(s) 71, 72, 89 & 90 of the 7<sup>th</sup> District of Henry County, Georgia, consisting of 151.76 +/- acres and being more particularly described on Exhibit "A," attached hereto and incorporated herein by reference.

**SECTION 2.**

The above property is hereby zoned R-50 (Single Family Residential), and subject to the new conditions of development contained in Exhibit "B," attached hereto and incorporated herein by reference.

**SECTION 3.**

The sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any section, subsection, paragraph, sentence, clause or phrase shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining section, subsections, paragraphs, sentences, clauses and phrases of this ordinance.

**SECTION 4.**

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

**STATE OF GEORGIA  
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**SECTION 2.**

The above property is hereby zoned PUD (Planned Unit Development), and subject to the new conditions of development contained in Exhibit "B," attached hereto and incorporated herein by reference.

**SECTION 3.**

The sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any section, subsection, paragraph, sentence, clause or phrase shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining section, subsections, paragraphs, sentences, clauses and phrases of this ordinance.

**SECTION 4.**

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

**SECTION 5.**

This ordinance shall become effective immediately upon adoption.

So ordained this 11th day of December 2023.

**CITY OF MCDONOUGH, GEORGIA**

---

**SANDRA VINCENT, MAYOR**

**ATTEST:**

**APPROVED AS TO FORM:**

---

**CHRISTY TAYLOR, CITY CLERK**

---

**EMILIA WALKER, CITY ATTORNEY**

Exhibit A  
Legal Description (See Attached)

Exhibit B  
Conditions of Development

**REFER TO FINAL STAFF REPORT**





# ABOUT US

Life Safety Inspection Vault (LIV) is a proactive solution provided to fire departments. Our web application collects, organizes, and stores fire and life safety reports pertaining to inspection, testing, and maintenance records. With over 30 years of experience in the industry, LIV has simplified & streamlined your current record management processes.

[www.livsafe.com](http://www.livsafe.com)

1-855-225-4822 650 s 5th, Pocatello ID 83201

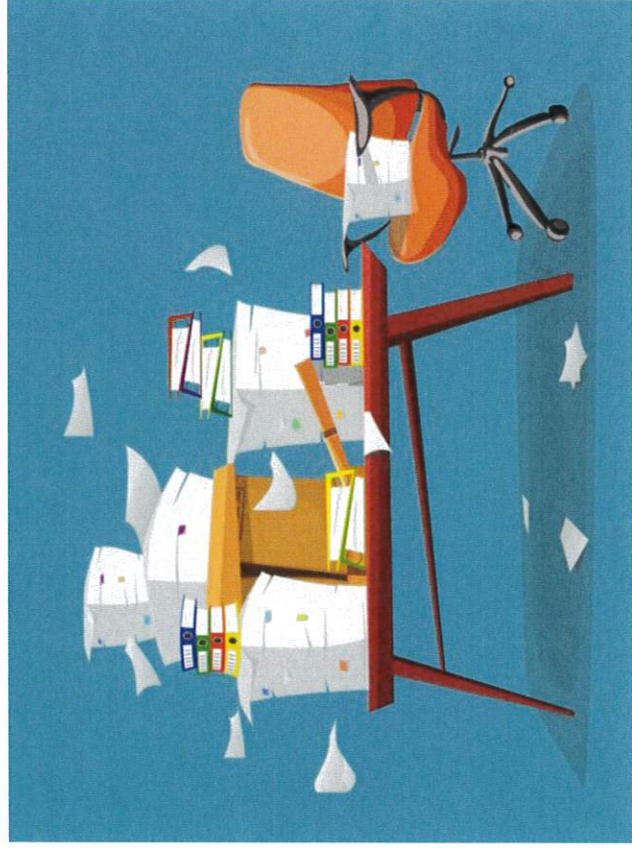
**LIV**  
Life Safety Inspection Vault

 Saving Lives  
Through Safety  
Compliance

[Learn More >](#)

Home Benefits About Contact us

# The Issue



- 1 Inspection companies are sending inspection records via email, mail, and fax.
- 2 Receiving these records in different ways makes it difficult to review.
- 3 Then you spend time finding a way to file these records.
- 4 Are your records accessible in the field when doing an inspection?

# PROOF IN NUMBERS

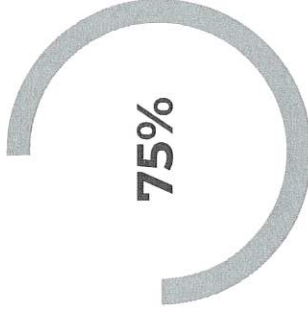
ITM REPORTING



44%

## SYSTEMS NOT INSPECTED

An estimated 44% of fire and life safety systems are not inspected, serviced or maintained every year.



75%

## LIMITED RESOURCES

Fire Departments across the nation claim that responsibilities have increased while budgets and staff have decreased. 75% say that they aren't able to do annual occupancy inspections.

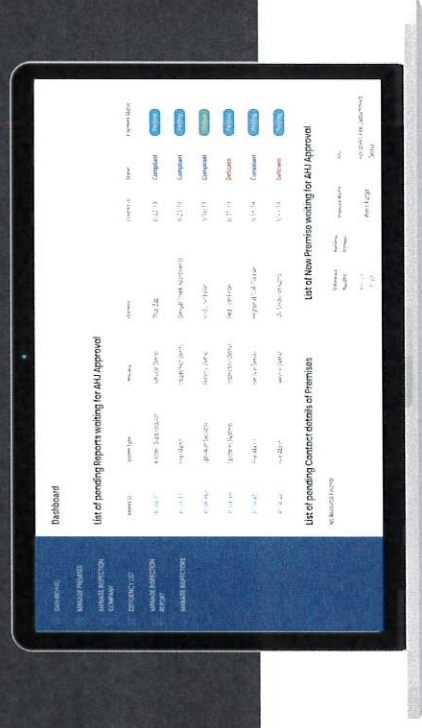
32%



## REDUCE FALSE ALARMS

With regular maintenance on fire alarm systems you can reduce false alarm call outs by up to 32%. Saving your department time & money.

# Your Dashboard



## SIMPLICITY

Don't spend time managing another software.

## REAL TIME

Receive inspection reports and deficiencies in real time.

## WEB BASED

Take your database with you on the go.  
Create as many users as you desire.

# FIRE DEPARTMENT

Benefits to your department.



## PREVENTION

A proactive tool that allows AHJ's to achieve full city compliance.



## ZERO COST

The solution is provided to the fire department at zero cost.



## DEFICIENCY TRACKING

Our application tracks deficiencies and will automatically update the status for you.



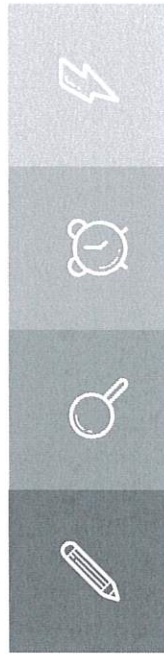
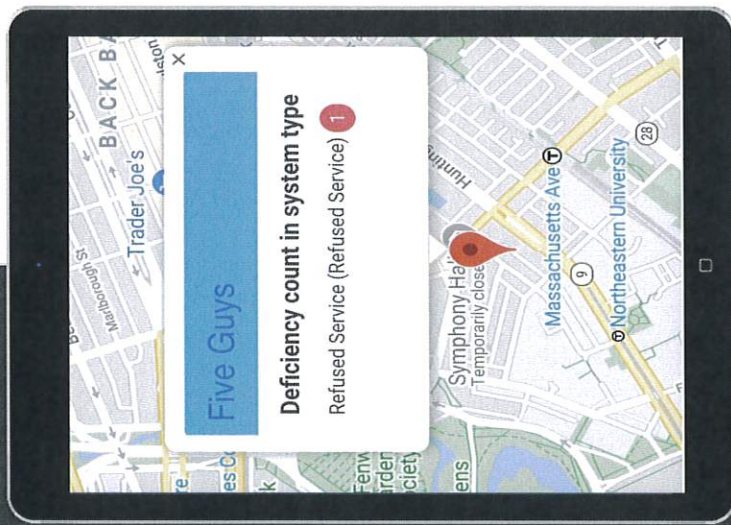
## TIME

Reduce the amount of time spent on record management.



# MOBILE ACCESS

LIV provides one central database that is accessible in the field to you and your inspectors. View reports from your phone or tablet on the go.



## Contractors

Trained professionals that install, test, and maintain fire and life safety systems.

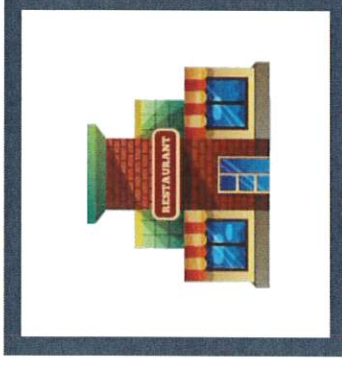


LIV charges \$15 per system type to the inspection company.

# COST



There is no cost for the use of LIV.



## Building Owner

Commercial buildings are required to have fire and life safety systems inspected by a trained and licensed company.

LIV doesn't pass any cost onto the permise owners.



## Fire Department

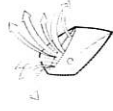
Fire Departments are responsible for inspecting and enforcing adopted code. Authority having jurisdiction or (AHJ).

# Contractor Benefits



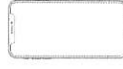
## REVENUE

With more code enforcement contractors will have an opportunity for increased revenue.



## AUTOMATIC NOTICES

Reminders are sent out to building owners of renewal, past due, and deficiencies.



## DIGITAL REPORTS

We provide inspection companies the option to use digital inspection reports.

# BUILDING OWNER



## INSURANCE

Opportunity to receive lower insurance premium rates.



## PIECE OF MIND

Having confidence that your life safety systems are compliant.



## REMINDERS

With our automatic notices, it is one less thing building owners have to remember.



## SAFER COMMUNITY

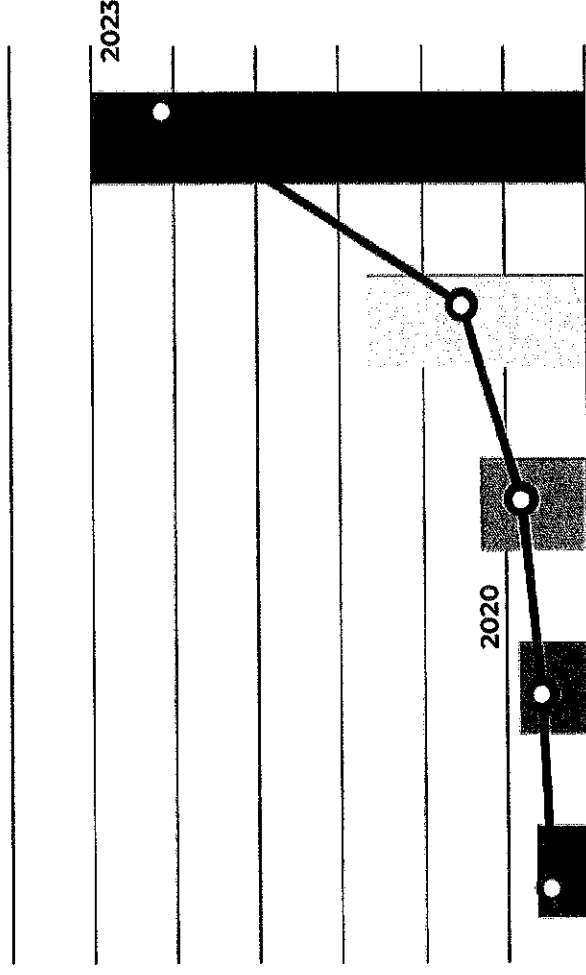
Building a safer community for our family, friends, customers, co-workers, and visitors.

# Value of Data

It's time to start leveraging data that already exists in your jurisdiction. A partnership with LIV will help increase compliance in your city.

3,657  
Systems Tracked

+33%  
Compliance  
Improvement



# CONTACT US

## TEL

1-855-225-4822

## WEBSITE & EMAIL

Visit us : [www.livsafe.com](http://www.livsafe.com)

Email : [info@livsafe.com](mailto:info@livsafe.com)



**LIV**

**LIFE SAFETY INSPECTION VAULT**

## MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement"), is between Life Safety Inspection Vault LLC, an Idaho limited liability company ("LIV"), and the City of McDonough, a municipal corporation of the State of Georgia ("Client"). The term "Agreement" means, collectively, this Agreement and any applicable SOW(s) mutually executed by the parties. LIV and Client agree as follows:

### SECTION 1. ENGAGEMENT; SERVICES; DUTIES

**1.1 Engagement.** Subject to the terms and conditions of this Agreement, Client engages LIV to provide Client with web-based management of the Client's fire safety system permitting (collectively, the "Services"). LIV will provide the Services through LIV's proprietary web-based application that will allow the Client to track and drive code compliance, reduce false alarm activity, and provide a safer community (the "Vault"). The Vault provides a secure cloud environment in which third party contractors that inspect, test, and maintain fire protections systems can submit their reports via LIV's web application directly to the Client, facilitating a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain systems. As part of the Services, LIV provides a proactive service, in addition to the Vault, that includes hard and soft copy notifications sent to building owners and follow up phone calls to help increase testing and maintenance activity within the jurisdiction. Client will specify the Services it wishes LIV to provide by executing a Statement of Work ("SOW") substantially in the form attached as Exhibit A to this Agreement. If LIV agrees to provide those Services, LIV will countersign that SOW and will provide the Indicated Services to Client under the terms and conditions of this Agreement. The term "Services" includes those items described above as well as any other items described on each SOW.

**1.2 Designation of Key Personnel.** LIV's "Representative" is Cole Harding, phone: 855-225-4822, e-mail: Cole.harding@livesafe.com. The Client's "Representative" is \_\_\_\_\_, phone: \_\_\_\_\_, e-mail: \_\_\_\_\_. Client and LIV will each use best efforts to keep the same key personnel assigned to this engagement throughout the Term. If it becomes necessary for LIV to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described in this Agreement.

**1.3 LIV's Responsibilities.** LIV shall fully and timely provide all deliverables described in this Agreement and in each SOW in material compliance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and local laws, rules, and regulations (collectively, "Laws"). LIV will provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in each accepted SOW. If the need arises for LIV to perform services beyond those stated in a particular SOW, LIV and the Client shall negotiate mutually agreeable terms and compensation for completing the additional services. LIV shall coordinate

an annual business review meeting with representatives designated by each party either via teleconference or in person within 60 days before each anniversary of the Effective Date. Client may request that these meetings occur more frequently.

**1.4 Client's Responsibilities.** Client's Representative will be responsible for exercising general oversight of LIV's activities in completing each SOW. Specifically, the Client's Representative will represent the Client's interests in resolving day-to-day issues that may arise during the term of this Agreement, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by LIV. The Client's Representative shall give LIV timely feedback on the acceptability of progress and task reports.

## **SECTION 2. COMPENSATION**

### **2.1 Management Fee.**

2.1.1 Unless a certain report type is noted as an exception on applicable SOW (each, an "**Exception**"), LIV will collect and retain from each user submitting an inspection report a fixed fee of \$15.00 US for each system inspection submitted (the "**Fixed Fee**"). The Fixed Fee will be due and payable by the end user upon uploading an inspection report. The Fixed Fee for any Exceptions will not exceed \$15 per report. The parties will meet and review the Fixed Fee on or about each anniversary of the Effective Date. For clarity, the Fixed Fee is paid by the end user (e.g., the inspector) and the Client is not billed for any fees.

2.1.2 As part of the Services, LIV will collect all fees including the Fixed Fee, due and payable by third party Inspectors in connection with activities relating to Vault and the Services, plus any additional fees that Client charges in connection with the activities relating to the premises in question (the "**Inspection Fees**"). The Inspection Fees will be determined solely by Client. If Client elects under the applicable SOW, it may add an administration fee to the Inspection Fees charged to the Client's customers. If so, LIV will collect that administration fee in addition to the Inspection Fees.

2.1.3 If Client elects to include any Inspection Fees, then within 30 days following the end of each calendar quarter, LIV will remit to Client the amount by which the amount of Inspection Fees collected during such quarter exceeds the amount of Fixed Fees due and payable to LIV under this Agreement for such quarter.

## **SECTION 3. TERM AND TERMINATION**

**3.1 Term of Agreement.** The term of this Agreement will be for an initial period commencing on the Effective Date and running through the date that is \_\_\_\_\_ year from the Effective Date ("**Initial Term**"). Thereafter, the Term will automatically be renewed for 2 additional one-year terms (each, a "**Renewal Term**," and collectively with the Initial Term, the "**Term**") if, no later than 60 days before the expiration of the initial Term or any successive Renewal Term, Client notifies LIV of its intent to renew the Term.

**3.2 Termination.** In addition to any other express termination right set forth in this Agreement:

3.2.1 Either party may terminate this Agreement, without cause, effective on 90 days written notice to the other party;

3.2.2 Either party may terminate this Agreement, effective on written notice to the other party, if the other Party materially breaches this Agreement, and such breach: (a) is incapable of cure; or (b) is capable of cure and remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; or

3.2.3 Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

**3.3 Effect of Expiration or Termination.** Upon expiration or earlier termination of this Agreement, Client shall immediately discontinue use of the LIV IP and, without limiting Client's obligations under Section 8, Client shall delete, destroy, or return all copies of the LIV IP and certify in writing to the LIV that the LIV IP has been deleted or destroyed. No termination shall affect LIV's responsibility to remit any and all fees collected pursuant to Section 2 of this Agreement.

**3.4 Survival.** This Section 3.4 and Section 2, Section 3.3, Section 4.2, Section 7, Section 8, Section 11, Section 12, and Section 14 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

#### **SECTION 4. WARRANTIES; LIMITATIONS**

##### **4.1 Warranty.**

4.1.1 **Vault and Services Warranties.** LIV represents and warrants to Client that all Services to be provided to the Client under the Agreement will be fully and timely performed in accordance with the terms, conditions, and covenants of the Agreement, and all Laws, and that Vault will perform, in all material respects, in accordance with the specifications. While LIV does not warrant the accuracy of the information that is put into Vault by third party inspectors, LIV will take all prudent and necessary steps to ensure its proper and accurate retention, transmission, and provision to Client. Notwithstanding termination of this Agreement for any reason, at all times, the Client will have the ability to access and download all Client Data and related records. LIV further represents and warrants to the Client that LIV has all rights necessary

in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Vault and the Services, and that LIV is duly authorized to enter into this Agreement and provide the Vault and the Services to the Client under this Agreement.

4.1.2 Non-Suspension or Debarment. LIV certifies that it and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, or any other state or local government.

4.2 Limitations; Disclaimer of Warranties. All information entered into Vault is produced by third party inspectors and their agents. THEREFORE, LIV SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO VAULT BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN THIS SECTION 4, VAULT AND THE SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND "AS AVAILABLE" AND LIV DOES NOT WARRANT THAT VAULT OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. LIV MAKES NO REPRESENTATIONS OR WARRANTIES THAT VAULT OR THE SERVICES WILL PROVIDE ANY PARTICULAR RESULTS. EXCEPT AS SET FORTH IN THIS SECTION 4, LIV DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. THIS DISCLAIMER OF WARRANTY EXTENDS TO CLIENT, CLIENT'S CUSTOMERS, AND ALL OTHER USERS, AND NO DESCRIPTIONS OR SPECIFICATIONS, WHETHER OR NOT INCORPORATED INTO THIS AGREEMENT OR ANY SCHEDULE, EXHIBIT, ANNEX, OR DOCUMENTATION WILL CONSTITUTE WARRANTIES OF ANY KIND. LIV'S SOLE LIABILITY FOR BREACH OF THE WARRANTY SET FORTH IN THIS SECTION 4, AND CLIENT'S SOLE REMEDY, IS THAT LIV WILL, SUBJECT TO SECTION 11 AND SECTION 12, INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM, OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.

## SECTION 5. PROPRIETARY RIGHTS

5.1 Proprietary Rights. LIV retains all right, title and interest in and to Vault, the Services, any derivative works or modifications thereof (the "**Derivative Works**"), any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to Vault, the Services, or any Derivative Works (the "**Documentation**"), any reproductions works made thereof, and any other LIV IP (as that term is defined in Section 6.1). Client shall not remove any product identification or notices of such proprietary rights from Vault or the Services. Except for the limited use rights established under this Agreement, Client has no right, title, or interest in or to Vault, the Services, any Derivative Works, the Documentation, or any other LIV IP.

5.2 Use of Trademarks. During the Term, LIV may use the Client's trademarks and logos for the purpose of providing Vault and the Services to Client, and Client hereby grants LIV the right to use Client's trademarks and logos for said purposes. LIV may not, without Client's prior written consent, use Client's trademarks or logos for any other purpose, including

promotional services or commercial services not directly related to the provision of Services under this Agreement.

## **SECTION 6. SOFTWARE AS A SERVICE TERMS AND CONDITIONS**

### **6.1 Definitions.**

6.1.1 **"Aggregated Statistics"** means data and information related to Client's use of Vault that is used by LIV in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of Vault.

6.1.2 **"Authorized User"** means Client's employees, consultants, contractors, and agents as indicated on the Registration Form (i) who are authorized by Client to access and use Vault under the rights granted to Client by this Agreement and (ii) for whom access to Vault has been purchased under this Agreement. Third party inspectors shall not be considered ~~employees~~employees, agents, consultants or contractors of Client unless specifically designated in writing by the City.

6.1.3 **"Client Data"** means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client, a third party inspector, or an Authorized User through Vault.

6.1.4 **"LIV IP"** means Vault, the Documentation, and any intellectual property provided to Client or any Authorized User in connection with the foregoing. LIV IP includes Aggregated Statistics and any information, data, or other content derived from LIV's monitoring of Client's access to or use of Vault, but does not include Client Data.

6.1.5 **"Registration Form"** means the order form filled out and submitted by or on behalf of Client, and accepted by LIV, for Client's access to Vault under this Agreement.

### **6.2 Access and Use.**

6.2.1 **Registration.** In order to use Vault, Client must: (a) provide certain current, complete, and accurate information about Client as prompted to do so by the Registration Form order to enroll as a Vault user, as applicable; and (b) maintain and update such registration information ("**Registration Data**") as required to keep such information current, complete, and accurate. If any Registration Data that Client provides is untrue, inaccurate, not current or incomplete, LIV may terminate Client's account and Client's rights to use Vault.

6.2.2 **Provision of Access.** Subject to and conditioned on Client's compliance with the terms and conditions of this Agreement, LIV hereby grants Client a non-exclusive, non-transferable right to access and use Vault during the Term, solely for use by Authorized Users in accordance with the terms and conditions of this Agreement. Such use is limited to Client's internal use. LIV shall provide to Client the necessary passwords and network links or connections to allow Client to access Vault.

6.2.3 Fees. There are no fees for access to and the use of the Vault.

6.2.4 Documentation License. Subject to the terms and conditions contained in this Agreement, LIV hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of Vault.

6.2.5 Use Restrictions. Client shall use Vault only for the benefit of Client, shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of Vault, and shall not use Vault for any purposes beyond the scope of the access granted in this Agreement. Client shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of Vault or any Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available Vault or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of Vault, in whole or in part; (iv) remove any proprietary notices from Vault or the Documentation; (v) use Vault or the Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any person's intellectual property or other rights, or that violates any Law; (vi) Interfere with or disrupt the integrity or performance of Vault or the Services or any third-party data contained therein. Client shall not be liable and have no obligations as to third party contractors that inspect, test and maintain fire protections systems use of the Vault.

6.2.6 Reservation of Rights. LIV reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any intellectual property rights or other right, title, or interest in or to the LIV IP.

6.2.7 Data Storage. LIV shall not place any limit on the amount of memory or other computer storage that Client may utilize through Vault.

6.2.8 Suspension. Notwithstanding anything to the contrary in this Agreement, LIV may temporarily suspend Client's and any Authorized User's access to any portion or all of Vault if:

(a) LIV reasonably determines that (i) there is a threat or attack on any of the LIV IP; (ii) Client's or any Authorized User's use of the LIV IP disrupts or poses a security risk to the LIV IP or to any other customer or vendor of LIV; (iii) Client, or any Authorized User, is using the LIV IP for fraudulent or illegal activities; (iv) subject to Law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (v) LIV's provision of Vault to Client or any Authorized User is prohibited by Law; or

(b) Any vendor of LIV has suspended or terminated LIV's access to or use of any third-party services or products required to enable Client to access Vault; (any such suspension described in subsections 6.2.8(a) and 6.2.8(b), a "**Service Suspension**").

LIV will use commercially reasonable efforts to provide written notice of any Service Suspension to Client and to provide updates regarding resumption of access to Vault following any Service Suspension. LIV will use commercially reasonable efforts to resume providing access to Vault as soon as reasonably possible after the event giving rise to the Service Suspension is cured. LIV will have no liability for any damages, liabilities, losses (including any loss of data or profits), or any other consequences that Client or any Authorized User may incur as a result of a Service Suspension.

**6.2.9 Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, LIV may monitor Client's use of Vault and collect and compile Aggregated Statistics. As between LIV and Client, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by LIV. Client acknowledges that LIV may compile Aggregated Statistics based on Client Data input into Vault. LIV may (i) make Aggregated Statistics publicly available in compliance with applicable Law, and (ii) use Aggregated Statistics to the extent and in the manner permitted by Law; provided that such Aggregated Statistics do not identify Client or Client's Confidential Information.

**6.2.10 LIV Responsibilities and Uptime.** LIV is responsible for the acquisition and operation of all hardware, software, and network support related to Vault (other than those required for Client to connect to the internet and access Vault). The technical and professional activities required for establishing, managing, and maintaining the Vault environment are LIV's responsibilities. LIV will take all reasonable and necessary steps to make Vault, but does not guarantee that Vault will be, available 24-7/365 (subject to maintenance downtime).

**6.3 Equitable Relief.** Any breach or threatened breach by Client of any of its obligations under Section 6.2.5 would cause LIV irreparable harm for which monetary damages would not be an adequate remedy. As such, in the event of a breach or threatened breach of Client's obligations under Section 6.2.5, LIV will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are in addition to all other remedies that may be available at law, in equity or otherwise.

**6.4 Client Responsibilities.** Client is responsible and liable for all uses of Vault and any Documentation resulting from access directly provided by Client. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of Vault, and shall cause Authorized Users to comply with such provisions.

**6.5 Termination and Suspension of Service.** If this Agreement is terminated, LIV will implement an orderly return of Client Data in a format readable and useable in Microsoft Excel within 30 days, and shall subsequently securely dispose of Client Data. Client will be entitled to any reasonable post-termination assistance required to ensure Client has received the Client Data in a useable form. LIV shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape, and paper, when requested by the Client. Data will be permanently deleted and not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. LIV will provide certificates of destruction to Client upon request.

## **SECTION 7. INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK**

**7.1 LIV IP.** Client acknowledges that, as between Client and LIV, LIV owns all right, title, and interest, including all intellectual property rights, in and to the LIV IP.

**7.2 Client Data.** LIV acknowledges that, as between LIV and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client hereby grants to LIV a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data, and perform all acts with respect to the Client Data, as may be necessary for LIV to provide Vault and the Services to Client. LIV may not, without Client's prior written consent, use, resell, redistribute, or republish the Client Data for any other purpose, including promotional services or commercial services, not directly related to the provision of Services under this Agreement.

**7.3 Feedback.** If Client or any of its employees or contractors sends or transmits any communications or materials to LIV by mail, email, telephone, or otherwise, suggesting or recommending changes to the LIV IP, including new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), LIV is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Client hereby assigns to LIV on Client's behalf, and on behalf of its employees, contractors, and agents, all right, title, and interest in, and LIV is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although LIV is not required to use any Feedback.

## **SECTION 8. CONFIDENTIAL INFORMATION**

**8.1 Definition.** From time to time during the Term, one party may disclose or make available to the other information about the disclosing party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure, as demonstrated by the receiving party's written records; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d)

independently developed by the receiving party without reliance on the disclosing party's Confidential Information. Nothing within this Agreement shall limit and/or infringe upon Client's compliance with applicable laws, including Client's responsibilities, rights and duties under the Georgia Open Records Act.

## **8.2 Nondisclosure and Nonuse.**

8.2.1 The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations under this Agreement. Further, the receiving party shall not, without the disclosing party's prior written permission use Confidential Information for purposes other than internal evaluation for so long as the Confidential Information must be maintained confidential, or analyze, disassemble for reverse engineering, or otherwise attempt to identify the intrinsic nature of any of the disclosing party's Confidential Information.

8.2.2 Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law; or (ii) to establish the receiving party's rights under this Agreement, including to make required court filings.

8.2.3 On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed.

8.2.4 The parties' respective obligations of non-disclosure and non-use with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date of each disclosure of Confidential Information to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under Law.

**8.3 Breach; Equitable Relief.** Each party acknowledges and agrees that a breach or threatened breach by a party of any of its obligations under this Section 8 would cause the non-breaching party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

## SECTION 9. STAFFING; WORK SITES; LAWS

**9.1 Place and Condition of Work.** Client shall provide LIV access to the sites where LIV is to perform the services as required in order for LIV to perform the services in a timely and efficient manner in accordance with and subject to the applicable security Laws.

**9.2 Staffing.** LIV is responsible for supplying its employees to perform the Services, and for supervising and directing those employees. LIV will ensure that its employees are reasonably competent and experienced to perform the Services. If, at any time during the performance of this Agreement Client finds that the performance of LIV's employees or subcontractors is unsatisfactory, Client may object to the assignment of such employee or subcontractor, and LIV shall assign another of its employees or subcontractors to perform the Services.

**9.3 Compliance with Health, Safety, and Environmental Regulations.** LIV and its employees will comply in all material respects with all applicable Laws in the performance of the Services, including those promulgated by the Client and by the Occupational Safety and Health Administration (OSHA).

**SECTION 10. INSURANCE.** During the Term, LIV, at its cost and expense, shall purchase and maintain the insurance set forth in this Section 10. Coverage must be provided by companies qualified to do business in the state(s) in which the Services will be performed. LIV shall list Client as an additional insured on all insurance coverages required under this Agreement.

**10.1 Workers' Compensation and Employers' Liability.** Workers' Compensation insurance must be provided by LIV as required by all applicable state laws. Employers' Liability insurance must be provided by LIV in amounts of at least \$100,000 each accident for bodily injury by accident;

**10.1** \$500,000 policy limit for bodily injury by disease; and \$100,000 for each employee for bodily injury by disease.

**10.2 Commercial General Liability.** LIV will obtain and maintain a Commercial General Liability (Occurrence) policy, which policy shall include coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy must have a combined single limit for bodily injury and property damage of \$1,000,000 each occurrence; \$1,000,000 for personal injury liability; and \$2,000,000 general aggregate.

**10.3 Insurance Certificate.** Upon request, LIV will provide Client with a certificate evidencing the required insurance coverages.

**10.4 Notice of Policy Changes.** The insurance policies required under this section must all provide that they will not be terminated, cancelled, or allowed to expire without 30 days' prior written notice to the insured. If so notified, LIV will notify Client of the change, timely procure replacement coverage, and provide a replacement certificate to Client.

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## SECTION 11. INDEMNIFICATION

**11.1 LIV's Indemnification Obligations.** LIV shall indemnify, defend, and hold harmless Client and its officers, directors, employees, agents, successors and permitted assigns (each, a "**Client Indemnitee**") from and against all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") awarded against a Client Indemnitee in a final judgment and arising out of or resulting from any third-party claim, suit, action or proceeding (each, a "**Third-Party Action**") for:

11.1.1 Bodily injury, death, or damage to real or tangible, personal property resulting from LIV's willful, fraudulent, or negligent acts or omissions;

11.1.2 Claims that allege Vault or the Services, or any use of Vault or the Services in accordance with this Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets; provided that this Section 11.1.2 will not apply to the extent that the alleged infringement arises from: (a) use of Vault or the Services in combination with data, software, hardware, equipment, or technology not provided by LIV or authorized by LIV in writing; (b) modifications to Vault or the Services not made by LIV; or (c) Client Data;

11.1.3 Any losses arising out of or related to LIV's breach of any of LIV's representations, warranties, or obligations under this Agreement; or

11.1.4 Any losses awarded against Client in a final judgment and arising out of or resulting from any Third-Party Action for bodily injury, death of any person or damage to real or tangible, personal property, in each case resulting from LIV's grossly negligent or willful acts or omissions.

**11.2 Client's Liability.** Client shall not be required to indemnify or hold LIV harmless against liabilities arising from this Agreement. However, as between Client and LIV, and to the extent permitted by law and legally available funds, Client is responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to:

11.2.1 Any Losses ~~by LIV arising out of or related to~~ directly resulting from Client's breach of any of Client's representations, warranties, or obligations under this Agreement; and

11.2.2 Any Losses awarded against LIV in a final ~~judgment and arising out of~~ of Court Order directly resulting from any Third-Party Action:

(a) For bodily injury, death of any person or damage to real or tangible, personal property directly resulting from Client's grossly negligent or willful acts or omissions;

(b) ~~Based on~~ Directly resulting from Client's or any of Client's Authorized User's (i) use of Vault or the Services in combination with data, software, hardware, equipment, or technology not provided by LIV or authorized by LIV in writing, or (ii)

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modifications by Client's or Client's Authorized Users to Vault or the Services, which are not made and/or authorized by LIV.

**11.3 Indemnification Procedures.** The party seeking indemnification under this Agreement must promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend that Action, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 11.3 will not relieve the indemnifying party of its obligations under this Section 11.3 unless, and then solely to the extent that, the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

**11.4 Infringement Remedy.** If a Third-Party Action that would entitle Client to indemnification under Section 11.1.2 is made or appears possible, Client shall permit LIV, at LIV's sole discretion, to (a) modify or replace Vault or the Services, or component or part thereof, to make it non-infringing, or (b) obtain the right for Client to continue to use the item in question. If LIV determines that neither alternative is reasonably available, LIV may terminate this Agreement, either in its entirety or with respect to the affected component or part, effective immediately on written notice to Client. SECTION 11.1.2 AND THIS SECTION 11.4 SET FORTH CLIENT'S SOLE REMEDIES AND LIV'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIM THAT VAULT OR THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. LIV'S LIABILITY UNDER SECTION 11.1.2 AND THIS SECTION 11.4 IS SUBJECT TO THE LIABILITY LIMITS SET FORTH IN SECTION 12.

## **SECTION 12. ASSUMPTION OF RISK; LIMITATION OF LIABILITY**

**12.1 Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers; (b) communication on the Internet may not be secure; (c) the Internet is beyond LIV's control; and (d) LIV does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using Vault and the Services, including the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes the general risks arising from utilization of the Internet knowingly and voluntarily. Without limiting the foregoing, Client hereby assumes the risk of, and LIV will have no responsibility or liability of any kind under this Agreement for: (1) errors in Vault or the Services resulting from misuse, negligence, revision, modification, or improper use of all or any part of Vault or the Services by any entity other than LIV or its authorized representatives, employees, contractors, or consultants; (2) Client's use of any version of Vault other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to Vault; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of Vault that meet LIV's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-LIV products

or services; or (7) data or data input, output, accuracy, and suitability, which will be deemed to be under Client's exclusive control. The assumption of risk stated in clause (1) of the preceding sentence will only apply if LIV has taken commercially reasonable steps to prevent and safeguard against the types of errors listed in that clause (1).

**12.2 Exclusion of Certain Damages; Limitation of Liability.** IN NO EVENT WILL ~~LIV~~ EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER ~~LIV-THE OTHER~~ PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

**12.3 Exceptions.** The exclusions and limitations in Section 12.2 do not apply to: (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 8 (Confidential Information); (b) damages or other liabilities arising out of or relating to a party's willful misconduct or intentional acts; (c) Third-Party Actions for death or bodily injury or damage to real or tangible personal property resulting from a party's willful or grossly negligent acts or omissions; and (d) a party's obligation to pay attorneys' fees and court costs in accordance with Section 14.5.

## **SECTION 13. FORCE MAJEURE**

**13.1** Neither party will be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including (a) acts of God; (b) flood, fire or explosion; (c) war, invasion, riot or other civil unrest; (d) actions, embargoes or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; (f) strikes, labor stoppages or slowdowns or other industrial disturbances; (g) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent; (h) shortage of adequate power or telecommunications or transportation facilities; or (i) any other event that is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

**13.2** A party whose performance is affected by a Force Majeure Event must give notice to the other party, stating the period of time the occurrence is expected to continue and must use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. The non-affected party may terminate this Agreement or any affected SOW if such failure

or delay continues for a period of 60 days or more and, if the non-affected party is the Client, receive a refund of any amounts paid to the LIV in advance for the affected Services. .

#### SECTION 14. MISCELLANEOUS

**14.1 Notices.** All notices permitted or required under this Agreement must be in writing and may be delivered (i) in person, with the date of notice being the date of personal delivery; (ii) by U.S. Mail, postage prepaid for certified or registered mail, return receipt requested, with the date of notice being three days following the date of the postmark on the return receipt; (iii) by nationally recognized delivery service such as Federal Express, with the date of notice being the date of delivery as shown on the confirmation provided by the delivery service; (iv) by e-mail, with confirmation of sending of the e-mail and a copy of the e-mail dispatched the same day by one of the methods in clauses (ii) and (iii), with the date of notice being the date of the e-mail. Notices must be addressed to the following addresses, or such other address as one party shall provide the other parties:

To LIV: Life Safety Inspection Vault LLC  
Attn.: Manager  
146 East Chubbuck Road, Suite C  
Chubbuck, ID 83202  
Phone: (208) 254-7718  
E-mail: Cole.harding@livesafe.com

To Client:

*With copies to:*

|                                         |                                             |
|-----------------------------------------|---------------------------------------------|
| <u>City of McDonough</u>                | <u>City of McDonough</u>                    |
| <u>c/o Sandra Vincent, Mayor</u>        | <u>c/o Steve Morgan, City Administrator</u> |
| <u>136 Keys Ferrys Street</u>           | <u>136 Keys Ferrys Street</u>               |
| <u>McDonough, GA 30253</u>              | <u>McDonough, GA 30253</u>                  |
| <u>E-mail: svincent@McDonoughGa.org</u> | <u>E-mail: SMorgan@McDonoughGa.org</u>      |

Attn.:

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**14.2 Interpretation.** Headings in this Agreement are for convenience only and will not affect its meaning. For purposes of this Agreement, (a) the words "include," "includes," and "including" will be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. This Agreement must be construed simply according to its fair meaning and without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Each Registration Form, each SOW, and all exhibits other documents referred to in this Agreement must be construed with, and as an integral part of, this Agreement to the same extent as if they

were set forth verbatim in the body of this Agreement.

**14.3 — Amendment and Modification; Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by either party of any default in

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performance by the other party, or any waiver by either party of any breach, or series of breaches, of any of the terms, covenants, or conditions of this Agreement will constitute a waiver of any subsequent breach of any such terms, covenants, or conditions.

**14.414.3 Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties will negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement will be consummated as originally contemplated to the greatest extent possible.

**14.514.4 Choice of Law; Attorneys' Fees.** The parties intend for this Agreement to be construed and enforced under the laws of the State of Georgia, ~~except for its choice of law provisions.~~ The parties specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. ~~The prevailing party in any proceeding will be entitled to recover in any judgment its reasonable attorneys' fees as may be allowed by the court, together with such court costs and damages as may be provided by Law.~~

**14.614.5 Assignment.** Neither Client nor LIV may assign any of its rights or delegate any of its obligations under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other party's prior written consent, which consent may not be unreasonably withheld, delayed, or conditioned. Any purported assignment or delegation in violation of this Section 14.6 is void. No assignment or delegation will relieve the assigning or delegating party of any of its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

**14.714.6 Export Regulation.** Vault and the Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Client shall not, directly or indirectly, export, re-export, or release the Services or the underlying software or technology to, or make the Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Client shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), before exporting, re-exporting, releasing, or otherwise making the Services or the underlying software or technology available outside the US.

**14.814.7 US Government Rights.** Each of the Documentation and the software components that constitute Vault and the Services is a "commercial item" as that term is defined at 48 C.F.R.

§ 2.101, consisting of "commercial computer software" and "commercial computer software

documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Client is an agency of the US Government or any contractor therefor, Client only receives those rights with respect to Vault, the Services, and the Documentation as are granted to all other end users, in accordance

with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and its contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

**14.914.8 Entire Agreement.** This Agreement, together with any other documents incorporated into this Agreement by reference, the Registration Form(s), and all SOW(s) constitutes the parties' sole and entire agreement with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. If there is any inconsistency between the statements made in the body of this Agreement, the Registration Forms(s), the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its exhibits; (ii) second, the applicable SOW; (iii) third, any Registration Form; and (iv) fourth, any other documents incorporated herein by reference.

**14.9 Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, all of which constitute one and the same Agreement. Delivery of an executed counterpart signature page of this Agreement by facsimile, electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

**14.10 Effective date.** This Agreement shall become effective on the first date upon which it has been executed by LIV and Client, as evidenced by the signature block below.

**14.10—**

The parties are signing this Agreement as of the Effective Date:

IN WITNESS WHEREOF, the parties have executed and entered into this Addendum Agreement, by and through the signature of their duly authorized representatives appearing below:

BY LIFE SAFETY INSPECTION VAULT LLC;

Sworn to and subscribed before me  
this day of

By: [INSERT NAME AND TITLE]

NOTARY PUBLIC

(Seal)

BY CITY OF MCDONOUGH, GEORGIA:

This day of

Sandra Vincent, Mayor

ATTEST:

APPROVED AS TO FORM:

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Christy L. Taylor, City Clerk

Emilia C. Walker, City Attorney

LIFE SAFETY INSPECTION VAULT LLC,  
an Idaho limited liability company

,

a municipal corporation of the State of

By:            Name:            Title:           

By:            Name:            Title:           

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**AGENDA ITEM SUMMARY**  
**December 11, 2023, City Council Meeting**  
**Item Number: 12**



Presented by: Deborah Upshaw

Finance Department

**ITEM SUMMARY:**

Presentation of the Draft City of McDonough Reconciliation Policy

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The purpose of this policy is to state the City's position regarding all incoming and outgoing funds to all accounts held at the City of McDonough and recording all transactions in the general ledger in a timely manner; and to prevent fraud and ensure that the City is fiscally and fiduciarily responsible.

**STAFF RECOMMENDATION:**

Staff recommends adoption of the Reconciliation Policy

**FINANCIAL IMPACT:**

**FUNDING SOURCE:**

**ATTACHMENTS:**

**OTHER DEPARTMENTAL REVIEW NEEDED:**

☐ Yes

☐ No

**OTHER DEPARTMENTAL REVIEW**

# **CITY OF MCDONOUGH**

## **Reconciliation Policy**

### **Finance Department**

**DRAFT**





# Reconciliation Policy

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# Reconciliation Policy

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## I. Purpose and Scope

The purpose of this policy is to state the City's position regarding all incoming and outgoing funds of all accounts held at the City of McDonough and must be recorded in the general ledger on a timely basis. Frequent bank reconciliation is essential to prevent fraud and to ensure the City's funds are handled with fiscal and fiduciary responsibility. This policy will provide control functions, assure proper record keeping and confirm fiscal soundness to allow the City to meet its goals.

Bank account reconciliation is a key component of good internal controls over cash and should be done in a timely manner. Reconciling the bank statement balance to the book balance (general ledger) is necessary to ensure that the following:

1. All receipts and disbursements are recorded. This ensures the monthly financial statements are complete and accurate.
2. Checks are clearing the bank in a reasonable time.
3. Reconciling items are appropriate and are being recorded.
4. The reconciled cash balance agrees to the general ledger cash balance.

**\*This policy applies to all bank accounts held by the City of McDonough.**

## II. Policy Statement

The Finance Director/Assistant Director will develop and maintain documented procedures for reconciling each bank account held by the city. Each bank will be reconciled monthly and within 20 business days of the end of the month. The Accountant will work with all cashiering locations (Customer Service utilities, Courts, Business License, Building Permits and Account Receivables) to identify and resolve reconciling items on a timely basis. Any unmatched book/bank lines or other reconciling items should be corrected within the 20-day period. Bank account reconciliations will be prepared by the Accountant and approved by the Asst. Finance Director/ Finance Director. The signed bank account reconciliation summary will confirm that the current procedures are followed, and that the reconciliation accurately presents the status of the account at the bank as well as on the general ledger. Once approved the Accountant will provide the City Administrator and Mayor with a statement of Cash Account balances:

The original bank statement will be filed in the Accountant's office and archived into Incode bank reconciliation folder. Both hard copy and electronic files will be maintained in accordance with the State of Georgia retention guidelines and will be available to the Mayor/Council, Auditor, Finance and any open request.

### **III. Definitions**

**BANK STATEMENT:** A paper or electronic record of all financial activity for the prior month provided by each bank.

**GENERAL LEDGER:** The main accounting book of record for an entity which includes accounts for assets, liabilities, revenue, expense.

**RECONCILING ITEM:** Any activity on the bank statement or the general ledger but not recorded in the other.

Bank not Book- this is an unmatched bank line that represents a deposit/withdrawal that appears on bank statement but not on general ledger.

Book not Bank- this is an unmatched book line that represents deposit/withdrawal on general ledger but not on bank statement.

**BANK ACCOUNT RECONCILIATION:** Process of confirming that the bank statement is valid and accurate, that transactions are reflected properly in the general ledger account and that the ending balance on the general ledger account is accurate. Any differences should be identified, reconciling items investigated, and balances adjusted appropriately.

**BANK ACCOUNT RECONCILIATION SUMMARY:** A one page summary for each bank account that shows that bank balance, book balance, timing difference and all reconciling items.

#### **IV. Standard Operating Procedure**

Follow the steps below to open a bank reconciliation period:

Close any previous fiscal years left open in the account before attempting to open a period in the current fiscal year.

To change the packet's ending balance or the ending statement date during the reconciliation process, highlight the packet and select **File > Edit Period**.

1. Expand **Accounts** in the Packets information tree.
2. Select the folder for the account to be reconciled.
3. Click **Open Period**. The Reconciliation Packet window opens.
4. Ensure that the beginning statement date and beginning balance are correct for the statement to reconcile.
5. Type the ending balance of the account according to the bank statement in the **Ending Balance** field.
6. Type the ending date of the account statement according to the bank statement in the **Ending Statement Date** field or click the calendar icon to select the date.
7. Click **Ok** to close the Reconciliation Packet window and return to the Bank Reconciliation Process window. The system creates a new packet under the folder selected.

## **Reconcile:**

On this window, reconcile bank accounts that have inconsistent balances due to outstanding checks or other needed adjustments. Clear outstanding transactions, add or edit adjustments, and view information about the account such as the account balances, pending journal entries, outstanding and cleared transactions, adjustments, and the GL detail.

Follow the steps below to reconcile an account:

1. Expand **Accounts** in the Packets information tree, then expand the account folder to reconcile a period
2. Select the period to reconcile.
3. Click on **Reconcile** to display the Bank Reconciliation window.
4. Enter the appropriate information:

## **General Tab:**

### **Bank Statement**

The system displays the account's beginning balance, cleared deposits, cleared withdrawals, adjustments, and the resulting ending balance. When the user reconciles the account, the ending balance matches the bank statement.

### **General Ledger**

The system displays the balance of the General Ledger cash account as of the end of the reconciliation period, minus any outstanding deposits, plus any outstanding checks and adjustments. When the user reconciles the account, the resulting ending account balance matches the bank statement.

### **Reconciliation**

The system displays the amounts by which the reconciliation is currently out of balance. When the user reconciles the account, the statement ending balance matches the ending balance amounts in the Bank Statement and General Ledger sections.

Click on the eyeglass icon next to the **Pending JEs** field to view any pending unposted journal entries that can affect the reconciliation. The system opens the Pending Activity window. When finished viewing the unposted journal entries, click **Return** to close the Pending Activity window and return to the Bank Reconciliation window.

Click on the eyeglass icon next to the **Pending JEs** field to view any pending unposted journal entries that can affect the reconciliation. The system opens the Pending Activity window. When finished viewing the unposted journal entries, click **Return** to close the Pending Activity window and return to the Bank Reconciliation window.

### **Outstanding Tab:**

1. Ensure the default clear date equals the statement date in the **Default Clear Date** field. Type the correct date if needed or click the calendar icon to select the date.
2. Select how to sort the items in the display grid from the **Grid Sequence** menu. See Field Notes below.
3. Click **Filter** to filter the items in the display grid. The system opens the Filter window. See Filter Notes below.
4. Mark the **Clear** checkbox for each item in the display grid to clear.
5. Click **Add** to add an item to clear to the display grid. The system displays an alert saying that adding a transaction does not affect the General Ledger. Click **Yes** to continue adding the transaction. The [Check Master Maintenance](#) window opens.
6. Click **Clear Multiple** to specify a range of checks to mark as cleared.
7. Click **Update** to clear the items marked. The system moves those items to the **Cleared** tab and updates the balances on the **General** tab.

### **Cleared Tab:**

1. Select how to sort the items in the display grid from the **Grid Sequence** menu.
2. Click **Filter** to filter the items in the display grid. The system opens the Filter window. See Filter Notes below.
3. Mark the **Clear** checkbox for each item in the display grid to send back to the **Outstanding** tab.

4. Click **Update** to update the status of the items marked as **Clear**. The system moves those items to the **Outstanding** tab and updates the balances on the **General** tab.

### Adjustments Tab:

Highlight an existing adjustment in the display grid and click **Delete** to delete it. The system prompts for confirmation to delete the adjustment. Click **Yes**.

1. Click **Add** to add a journal entry adjustment or highlight an existing adjustment in the display grid and click **Edit** to edit it. The system opens the Adjustments window.
2. Select the type of adjustment from the **Type** menu. See Field Notes below.
3. Type the posting date of the adjustment in the **Date** field or click the calendar icon to select the date.
4. Type the amount of the adjustment in the **Amount** field. If the adjustment is a credit amount, type the number as a negative.
5. Click the lookup icon next to the **Offsetting Account** field to select the GL account for the adjustment to offset.
6. Type a description of the adjustment (up to 30 characters) in the **Description** field.
7. Type a reference number for the adjustment (up to 6 characters) in the **Reference Number** field. Use this number to identify this adjustment later.
8. Choose the **Notes** tab and type any notes to associate with the adjustment.
9. Click **Ok** to close the Adjustments window. The system updates the display grid.

### GL Detail Tab:

1. Click **Filter** to filter the items in the display grid. The system opens the Detail Filter window.
2. Select the fiscal year to view the account information for from the **Fiscal Year** menu.

3. Type the range of dates to include items in the display grid for in the **Transaction Date** and **Thru** fields or click the calendar icons to select the dates.
4. Select the folio associated with the transactions to view from the **Folio** menu. See Field Notes below.
5. Type the transaction number in the **Transaction #** field to view details for a specific transaction. To view all transactions that meet the other filtering criteria, accept the 0 value.
6. Type a range of amounts to view account activity for in the **Amount** and **Thru** fields.
7. Mark the **Exclude Encumbrance Only Transactions** to exclude all transactions for the full encumbered amount from the display grid.
8. Select the type of entries to view transactions for in the **Debit/Credit** frame. See Field Notes below.
9. Click **Save** to save the detail filter settings.
10. Click **Reset** to change the filter settings back to the default settings.
11. Click **Ok** to close the Detail Filter window and apply the settings to the GL Detail display grid.

Click **Exit** when finished reconciling.

#### **Filter Notes:**

1. Mark the checkbox(es) in the **Types** frame that represents the type(s) of items that must display in the display grid. See Field Notes below.
2. Type the range of dates to include items in the display grid for in the **Transaction Date** and **Thru** fields or click the calendar icons to select the dates.
3. Type the range of clear dates to include items in the display grid for in the **Clear Date** and **Thru** fields if filtering items for the display grid on the **Cleared** tab.
4. Type the range of amounts to include items in the display grid for in the **Amount** and **Thru** fields.

5. Click **Reset** to change the filter settings back to the default settings.
6. Click **Ok** to close the Filter window and apply the settings to the display grid.

**Field Notes:**

| Field         | Options                                                                                                                                                                                                                                                                                                                                                                    |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Grid Sequence | Date<br>Type<br>Check #<br>Amount<br>Description (version 2015.1 or later)                                                                                                                                                                                                                                                                                                 |
| Types         | Bank Draft<br>Check<br>Deposit<br>EFT<br>Interest<br>Miscellaneous<br>Service Charge                                                                                                                                                                                                                                                                                       |
| Type          | Service Charge<br>Miscellaneous Bank Credit<br>Miscellaneous Bank Debit<br>Interest                                                                                                                                                                                                                                                                                        |
| Folio         | * - All Folios<br>A - Accounts Payable<br>B - Journal Posting<br>C - Cash Collections<br>F - Fixed Assets<br>I - Inventory<br>J - Building Permits<br>L - Business License<br>M - Municipal Court<br>P - Payroll<br>R - Accounts Receivable<br>S - Sales Tax<br>T - Tax Collections<br>U - Utility Billing<br>V - Vehicle Maintenance<br>Y - Cemetery Records<br>X - Other |
| Debit/Credit  | Both<br>Debits<br>Credits                                                                                                                                                                                                                                                                                                                                                  |

**Statement:**

Use this program to run the Reconciliation Statement. Print the statement without any errors before approving a reconciliation period.

Follow the steps below to run the reconciliation statement:

Click on the red **X** icon in the toolbar after selecting the period to delete it.

1. Expand **Accounts** in the Packets information tree.
2. Expand the folder for the account that contains a period to run the reconciliation statement for.
3. Select the period to run the reconciliation statement for.
4. Click **Statement**. The Reconciliation Statement displays in a preview window where users can review, format, print and archive the statement.

**Approve:**

Use this program to approve a bank reconciliation period. Users cannot approve a reconciliation period that contains errors in the [Reconciliation Statement](#).

Follow the steps below to approve a reconciliation period:

Click on the red **X** icon in the toolbar after selecting the period to delete it.

1. Expand **Accounts** in the Packets information tree.
2. Expand the folder for the account to approve a period for.
3. Select the period to approve.
4. Click **Approve**. The system prompts for confirmation.
5. Click on **OK** to approve the period. The system indicates the period's approval by placing a green checkmark on the reconciliation period folder.

4. Click **Approve**. The system prompts for confirmation.
5. Click on **OK** to approve the period. The system indicates the period's approval by placing a green checkmark on the reconciliation period folder.

### **Close Period:**

Use this program to update the selected account with the changes made in the reconciliation period. This update completes the process of closing a reconciliation period. Users cannot close an unapproved reconciliation period.

Follow the steps below to close a reconciliation period:

Click on the red **X** icon in the toolbar after selecting the period to delete it.

1. Expand **Accounts** in the Packets information tree.
2. Expand the folder for the account to close a period for.
3. Select the period to close.
4. Click **Close Period**. The system opens the Check Reconciliation Update window so users can update the selected account with the reconciliation period changes.
5. Click on **OK** to update the account. The system prompts for confirmation.
6. Click on **Yes**. The system displays a message indicating that the account update is complete.
7. Click on **OK** to return to the Bank Reconciliation Process window and to remove the reconciliation period from the account.



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**AGENDA ITEM SUMMARY**  
**December 11, 2023, City Council Meeting**  
**Item Number: 13**

Presented by: Brandon Williams, Assistant Director

Public Works Department

**ITEM SUMMARY:**

Approval to seek sealed bids for the 2023 L-MIG paving project. Total of 2.73 Miles  
(See road list below)

**SPECIAL CONSIDERATIONS OR CONCERNS:**

| Road Name           | From                  | To                   | Rating | Width | Length |
|---------------------|-----------------------|----------------------|--------|-------|--------|
| W. D. Lemon         | Griffin St.           | Macon St.            | 43     | 20    | 248    |
| Rodgers St          | College St.           | Macon St.            | 70     | 20    | 2300   |
| Church St (One Way) | Rodgers St.           | Macon St.            | 55     | 12    | 755    |
| Cleveland St.       | John Frank Ward Blvd  | College St.          | 60     | 19    | 1602   |
| Old Griffin Rd.     | Railroad (Griffin St) | Macon St.            | 62     | 21    | 445    |
| Sloan St            | Hampton St            | Bryan St             | 66     | 18-22 | 2284   |
| Hooten St.          | Cleveland St.         | S. Zack Hinton Pkwy  | 46     | 14    | 1006   |
| Hazelhurst St.      | Sloan St.             | John Frank Ward Blvd | 48     | 24    | 508    |
| Hood St             | Sims St (Hwy 155)     | Lawrenceville St     | 73     | 20    | 1117   |
| Dunn Ave            | John Frank Ward Blvd  | Hood St.             | 36     | 22    | 641    |
| Highland Ave        | Hampton St.           | Harkins St.          | 34     | 18    | 1489   |
| Harkins St.         | Griffin St.           | Highland Ave         | 33     | 19    | 647    |
| Turner St.          | Sims St. (Hwy 155)    | N. Zack Hinton Pkwy  | 64     | 22    | 917    |
| Copeland St.        | Sims St. (Hwy 155)    | End                  | 66     | 18    | 482    |

**STAFF RECOMMENDATION:**

Staff recommends moving forward with the invitation to bid.

**FINANCIAL IMPACT:**

The paving will be paid from the 2023 L-MIG grant estimated (\$269,287.61 + 30% matching) from GDOT and SPLOST IV

**FUNDING SOURCE:**

Line Item: 325-5.4210.54.1401 SPLOST IV

**ATTACHMENTS:**

**OTHER DEPARTMENTAL REVIEW NEEDED:**

☒ Yes

☐ No

**OTHER DEPARTMENTAL REVIEW**

☒ Finance

**AGENDA ITEM SUMMARY**  
**December 11, 2023, City Council Meeting**  
**Item Number: 14**



Presented by: William VonDenBosch

Public Works Department

**ITEM SUMMARY:**

Request approval to purchase a Bushhog cutter from Ag-Pro that was approved in the 23/24 budget.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Used to cut sewer outfalls and road right of ways.

**STAFF RECOMMENDATION:**

Staff recommends approval.

**FINANCIAL IMPACT:**

\$21,460.00

**FUNDING SOURCE:**

Line Item: 100-5.4210.54.2100 Machinery

**ATTACHMENTS:**

John Deere Quote

**OTHER DEPARTMENTAL REVIEW NEEDED:**

☒ Yes

☐ No

**OTHER DEPARTMENTAL REVIEW**

☒ Finance

**Department Name:** Finance

**Comments:** Funding in line item confirmed by M. Clark



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### Quote Summary

**Prepared For:**

CITY OF MCDONOUGH  
305 RACETRACK RD  
MCDONOUGH, GA 30252

**Prepared By:**

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

**Quote Id:** 30027785**Created On:** 30 November 2023**Last Modified On:** 30 November 2023**Expiration Date:** 30 November 2023

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| Equipment Summary      | Selling Price  | Qty | Extended            |
|------------------------|----------------|-----|---------------------|
| 2024 BUSH HOG 4110     | \$ 21,460.00 X | 1 = | \$ 21,460.00        |
| <b>Equipment Total</b> |                |     | <b>\$ 21,460.00</b> |

---

**Quote Summary**

|                            |                     |
|----------------------------|---------------------|
| Equipment Total            | \$ 21,460.00        |
| Dealer services            | \$ 0.00             |
| SubTotal                   | \$ 21,460.00        |
| Est. Service Agreement Tax | \$ 0.00             |
| Total                      | \$ 21,460.00        |
| Down Payment               | (0.00)              |
| Rental Applied             | (0.00)              |
| <b>Balance Due</b>         | <b>\$ 21,460.00</b> |

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

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Confidential

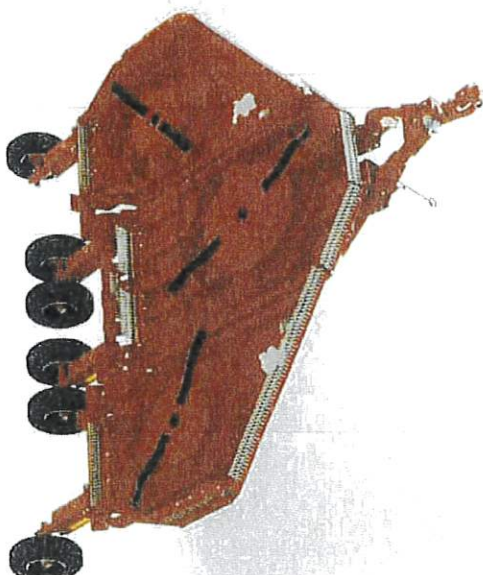
11/30/23, 4:16 PM

#### 4110 Single Flex-Wing Rotary Cutter - Bush Hog



Notes: Unit(s) shown equipped with certain selections and options; please consult with your local Bush Hog dealer for all available configurations.





The New 4110 has a substantial structural frame with durable Hex-Shaped Deck Rings



Account Management - (View)

File Edit Options Functions Help Chat

Account1005.4210.54.2100

Fiscal Year2023-2024 Current

Account NameMACHINERY

General

Balance

Budget

Budget Adjustments

History

Detail

Account TypeExpense

DepartmentHIGHWAYS & STREETS

Note

StatusActive

Protected Account

Cash Account Info

Non-Cash

Last Check Number

Issued

Projects

OptionalNoneRequired

Encumbered0.00

Balance0.00

Pending0.00

Budget Summary

|          | Annual Budget | Y-T-D Actual | Encumbrance | Reserve | Proj Budg Adj | Budget Balance | %      |
|----------|---------------|--------------|-------------|---------|---------------|----------------|--------|
| Original | 23,800        | 0            | 0           |         |               | 23,800         | 100.00 |
| Current  | 23,800        | 0            | 0           |         |               | 23,800         | 100.00 |
| Group    | 0             | 0            | 0           |         |               | 0              |        |

Next Year

|         |        |   |   |  |  |        |        |
|---------|--------|---|---|--|--|--------|--------|
| Current | 23,848 | 0 | 0 |  |  | 23,848 | 100.00 |
| Group   | 0      | 0 | 0 |  |  | 0      | 0.00   |

☐ Edit This Record

Clear

View

mclark

**AGENDA ITEM SUMMARY**  
**December 11, 2023, City Council Meeting**  
**Item Number: 15**



Presented by: William VonDenBosch

Water Treatment Plant

**ITEM SUMMARY:**

Purchase of a 2023 F-150 (Vin. 1FTMF1C5XPKF663240) from Legacy Ford of McDonough to replace an aging 2010 F-150 (1FTMF1CW2AKC52554) Truck is being replaced due to age and condition.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

None

**STAFF RECOMMENDATION:**

Staff recommends approval.

**FINANCIAL IMPACT:**

The funds are included in the 2023/2024 budget under vehicle in the amount of \$38,601.98.

**FUNDING SOURCE:**

Line Item: 505-5.4420.54.2200 Vehicle

**ATTACHMENTS:**

- (1) See attached price sheet from Legacy Ford \$38,601.98.
- (2) Quote from Bellamy Strickland \$45,200.00
- (3) Quote from Spalding Ford \$40,885.00

**OTHER DEPARTMENTAL REVIEW NEEDED:**

☒ Yes

☐ No

**OTHER DEPARTMENTAL REVIEW**

☒ Finance

Date: 11/21/2023Salesperson: Stacey DriverManager: Kim MitchellCustomer ID #: 1015505**FOR INTERNAL USE ONLY**

|                      |                            |                                    |
|----------------------|----------------------------|------------------------------------|
| <b>BUSINESS NAME</b> | <b>CITY OF MCDONOUGH</b>   | Home Phone : <b>(770) 957-3915</b> |
| <b>CONTACT</b>       | <b>140 BOWERS LN</b>       |                                    |
| Address :            | <b>MCDONOUGH, GA 30252</b> | Work Phone :                       |
|                      | <b>HENRY</b>               |                                    |
| E-Mail :             |                            | Cell Phone : <b>(404) 276-6979</b> |

|                                  |                         |                                |                   |  |
|----------------------------------|-------------------------|--------------------------------|-------------------|--|
| <b>VEHICLE</b>                   |                         |                                |                   |  |
| Stock # : <b>F66324</b>          | New / Used : <b>New</b> | VIN : <b>1FTMF1C5XPKF66324</b> | Mileage: <b>5</b> |  |
| Vehicle : <b>2023 Ford F-150</b> |                         | Color : <b>Oxford White</b>    |                   |  |
| Type : <b>F150 4X2 R/C</b>       |                         | <b>F1C</b>                     |                   |  |

|                            |           |
|----------------------------|-----------|
| Market Value Selling Price | 38,705.00 |
| Discount                   | 1,073.02  |
| Adjusted Price             | 37,631.98 |
| DealerDoc                  | 789.00    |
| GATAVT                     | .00       |
| Non Tax Fees               | 181.00    |
| Cash Deposit               | .00       |
| Balance                    | 38,601.98 |

Customer Approval: \_\_\_\_\_

Management Approval: \_\_\_\_\_

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.



Office: 770-954-3017  
Christa Mooney/John Winter

Date: 6/28/2023

Client: City of McDonough (PLANT)

Stock Number: 26029

VIN: 1GTRHAED7PZ302246

Year: 2023 Make: GMC Model: Sierra 1500 PRO WT  
Color: WHITE Double Cab 2wd

Chassis: \$ 39,100.00

Body Description:

\_\_\_\_\_  
\_\_\_\_\_

Body: \_\_\_\_\_

Other Locals:

\_\_\_\_\_ Other Locals: \_\_\_\_\_

Documentation and Temporary Operating Permit: \$ 174.00

Sub total: \$ 39,274.00

Rebates / Discount: included

Pre Tax: \$ 39,274.00

County / Rate: \_\_\_\_\_ Tax: \$ -

Tag/Title: \$ -

Net Sales Price: \_\_\_\_\_

Down Payment: \$ \_\_\_\_\_

**Balance Due: \$ 39,274.00**

City of McDonough to handle registration  
UNIT IS AVAILABLE AS OF 09/05/2023  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Accepted By:

\_\_\_\_\_  
Date:



Vehicle: [Fleet] 2023 GMC Sierra 1500 (TC10753) 2WD Double Cab 147" Pro (  Complete )

Price Summary

| PRICE SUMMARY      |  | MSRP        |
|--------------------|--|-------------|
| Base Price         |  | \$40,400.00 |
| Total Options      |  | \$2,905.00  |
| Vehicle Subtotal   |  | \$43,305.00 |
| Destination Charge |  | \$1,895.00  |
| Grand Total        |  | \$45,200.00 |

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Data Version: 20368. Data Updated: Sep 4, 2023 6:41:00 PM PDT.



## Bellamy Strickland Chevrolet

Christa Mooney | 770-954-3017 | christa@bellamystrickland.net

Vehicle: [Fleet] 2023 GMC Sierra 1500 (TC10753) 2WD Double Cab 147" Pro ( Complete )

### Selected Model and Options

#### MODEL

| CODE    | MODEL                                        | MSRP        |
|---------|----------------------------------------------|-------------|
| TC10753 | 2023 GMC Sierra 1500 2WD Double Cab 147" Pro | \$40,400.00 |

#### COLORS

| CODE | DESCRIPTION  |
|------|--------------|
| GAZ  | Summit White |

#### EMISSIONS

| CODE | DESCRIPTION                     | MSRP   |
|------|---------------------------------|--------|
| FE9  | Emissions, Federal requirements | \$0.00 |

#### ENGINE

| CODE | DESCRIPTION                                                                                                                                                                                                                                        | MSRP       |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| L84  | Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring Dynamic Fuel Management (Includes (KW7) 170-amp alternator and (MHT) 10-speed automatic transmission. Not available with T*10703 models.) | \$1,595.00 |

#### TRANSMISSION

| CODE | DESCRIPTION                                                                                                                                                                                                                                | MSRP |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| MHT  | Transmission, 10-speed automatic, (Column shifter) electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (L84) 5.3L EcoTec3 V8 engine.) | Inc. |

#### AXLE

| CODE | DESCRIPTION                                                                            | MSRP |
|------|----------------------------------------------------------------------------------------|------|
| GU5  | Rear axle, 3.23 ratio (Included and only available with (L84) 5.3L EcoTec3 V8 engine.) | Inc. |

#### PREFERRED EQUIPMENT GROUP

| CODE | DESCRIPTION                                               | MSRP   |
|------|-----------------------------------------------------------|--------|
| 1SA  | Pro Preferred Equipment Group includes standard equipment | \$0.00 |

#### WHEELS

| CODE | DESCRIPTION                                                      | MSRP   |
|------|------------------------------------------------------------------|--------|
| RD6  | Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver (STD) | \$0.00 |

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Data Version: 20368. Data Updated: Sep 4, 2023 6:41:00 PM PDT.



## Bellamy Strickland Chevrolet

Christa Mooney | 770-954-3017 | christa@bellamystrickland.net

Vehicle: [Fleet] 2023 GMC Sierra 1500 (TC10753) 2WD Double Cab 147" Pro (✔ Complete)

### TIRES

| CODE | DESCRIPTION                                  | MSRP   |
|------|----------------------------------------------|--------|
| QBN  | Tires, 255/70R17 all-season, blackwall (STD) | \$0.00 |

### SPARE TIRE

| CODE | DESCRIPTION                                                                                                    | MSRP   |
|------|----------------------------------------------------------------------------------------------------------------|--------|
| QBR  | Tire, spare 255/70R17 all-season, blackwall (Included with (QBN) 255/70R17 all-season, blackwall tires.) (STD) | \$0.00 |

### PAINT

| CODE | DESCRIPTION  | MSRP   |
|------|--------------|--------|
| GAZ  | Summit White | \$0.00 |

### SEAT TYPE

| CODE | DESCRIPTION                                                                                            | MSRP   |
|------|--------------------------------------------------------------------------------------------------------|--------|
| AZ3  | Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD) | \$0.00 |

### SEAT TRIM

| CODE | DESCRIPTION                | MSRP   |
|------|----------------------------|--------|
| H1T  | Jet Black, Cloth seat trim | \$0.00 |

### RADIO

| CODE | DESCRIPTION                                                                                                                                                                                                                                                                         | MSRP   |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| IOR  | Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wired Android Auto and Apple CarPlay capability for compatible phones (STD) | \$0.00 |

### OPTION DISCOUNT

| CODE | DESCRIPTION                                                                                                                                                                      | MSRP       |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| —    | Option/package discount (Requires (L3B) 2.7L Turbo High-Output engine or (PEB) Pro Value Package or (WBP) Graphite Edition with (L3B) 2.7L Turbo High-Output engine.) *DISCOUNT* | (\$500.00) |

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Data Version: 20368. Data Updated: Sep 4, 2023 6:41:00 PM PDT.



## Bellamy Strickland Chevrolet

Christa Mooney | 770-954-3017 | christa@bellamystrickland.net

Vehicle: [Fleet] 2023 GMC Sierra 1500 (TC10753) 2WD Double Cab 147" Pro ( Complete )

### ADDITIONAL EQUIPMENT - PACKAGE

| CODE | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | MSRP       |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| PCI  | Convenience Package includes (QT5) EZ Lift power lock and release tailgate, (AKO) tinted glass, (UF2) LED cargo bed lighting, (C49) rear-window defogger, (K34) cruise control and (DLF) outside power mirrors. ((K34) Cruise control can be upgraded to (KSG) Adaptive Cruise Control if desired. Not available with (ZLQ) Fleet Convenience Package. Included with (PEB) Pro Value Package. Available to upgrade to (DPO) outside power-adjustable vertical trailering mirrors.) | Inc.       |
| PEB  | Pro Value Package includes (PCI) Convenience Package and (Z82) Trailering Package ((K34) Cruise control can be upgraded to (KSG) Adaptive Cruise Control if desired. Not available with (ZW9) pickup bed delete or (ZLQ) Fleet Convenience Package. Required with (WBP) Graphite Edition.) *GROSS*                                                                                                                                                                                 | \$1,465.00 |
| Z82  | Trailering Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (Requires (G80) auto-locking rear differential with (L84) 5.3L EcoTec3 V8 engine. Not available with (ZW9) pickup bed delete. Included with (PEB) Pro Value Package.)                                                                                                                                                                                                               | Inc.       |

### ADDITIONAL EQUIPMENT - MECHANICAL

| CODE | DESCRIPTION                                                                                                                                                                   | MSRP     |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| G80  | Auto-locking rear differential (Included with (X31) X31 Off-Road Package.)                                                                                                    | \$395.00 |
| KC4  | Cooling, external engine oil cooler (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)                                                                          | Inc.     |
| KNP  | Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.)                                                                            | Inc.     |
| KW7  | Alternator, 170 amps (Included and only available with (L84) 5.3L EcoTec3 V8 engine. Not available with (VYU) Snow Plow Prep Package or (L3B) 2.7L Turbo High-Output engine.) | Inc.     |

### ADDITIONAL EQUIPMENT - EXTERIOR

| CODE | DESCRIPTION                                                                                                                                                                                                                                                                   | MSRP |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| AKO  | Glass, deep-tinted (Included with (PCI) Convenience Package.)                                                                                                                                                                                                                 | Inc. |
| DLF  | Mirrors, outside heated power-adjustable (Included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package on Crew Cab and Double Cab models. Standard on Regular Cab models.)                                                                   | Inc. |
| QT5  | Tailgate, gate function manual with EZ Lift includes power lock and release, includes hitch area light (Included with (PCI) Convenience Package or (QK2) GMC MultiPro Tailgate. Included with (ZLQ) Fleet Convenience Package when (H0U) Jet Black interior trim is ordered.) | Inc. |
| UF2  | LED Cargo Area Lighting located in cargo bed activated with switch on center switch bank or key fob (Included with (PCI) Convenience Package. Not available with (ZW9) pickup bed delete.)                                                                                    | Inc. |

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Vehicle: [Fleet] 2023 GMC Sierra 1500 (TC10753) 2WD Double Cab 147" Pro ( Complete )

**ADDITIONAL EQUIPMENT - INTERIOR**

| CODE | DESCRIPTION                                                                                                                                                                                                                                                | MSRP      |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| C49  | Defogger, rear-window electric (Included with (PCI) Convenience Package.)                                                                                                                                                                                  | Inc.      |
| K34  | Cruise control, steering wheel-mounted (Included with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)                                                                                                                                       | Inc.      |
| R7N  | Not Equipped with Steering Column Lock, see dealer for details (Beginning with start of production, vehicles will be forced to include (R7N) Not Equipped with Steering Column Lock, which removes Steering Column Lock. See dealer for details.) *CREDIT* | (\$50.00) |

**ADDITIONAL EQUIPMENT - SAFETY-INTERIOR**

| CODE          | DESCRIPTION                                                                 | MSRP       |
|---------------|-----------------------------------------------------------------------------|------------|
| CTT           | Hitch Guidance (Included and only available with (Z82) Trailering Package.) | Inc.       |
| Options Total |                                                                             | \$2,905.00 |

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## Bellamy Strickland Chevrolet

Christa Mooney | 770-954-3017 | christa@bellamystrickland.net

Vehicle: [Fleet] 2023 GMC Sierra 1500 (TC10753) 2WD Double Cab 147" Pro (  Complete )

### Standard Equipment

#### Package

GMC Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UHX) Lane Keep Assist with Lane Departure Warning, and (UHY) Automatic Emergency Braking (Includes (T8Z) Buckle to Drive.)

#### Mechanical

Pickup bed (Deleted when (ZW9) pickup bed delete is ordered on Regular Cab models.)

Engine, 2.7L Turbo High-Output (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (Not available with (VYU) Snow Plow Prep Package, (ZW9) pickup bed delete, (KC4) external engine oil cooler or (X31) X31 Off-Road Package. Includes (KW5) 220-amp alternator.) (STD)

Transmission, 8-speed automatic, (Column shifter) electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Standard and only available with (L3B) 2.7L Turbo High-Output engine.) (STD)

GVWR, 6800 lbs. (3084 kg) (Requires Crew Cab 2WD and (L3B) 2.7L Turbo High-Output engine. Requires Double Cab 2WD model with (L3B) 2.7L Turbo High-Output engine or with (L84) 5.3L EcoTec3 V8 engine. Requires Regular Cab 4WD TK10703 or 2WD TC10903 model a with (L3B) 2.7L Turbo High-Output engine or (L84) 5.3L EcoTec3 V8.)

Rear axle, 3.42 ratio (Included and only available with (L3B) 2.7L Turbo High-Output engine.)

Push Button Start

Automatic Stop/Start (Not available with (FHS) E85 FlexFuel capability.)

Suspension Package, Standard

Rear wheel drive

Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L84) 5.3L EcoTec3 V8 engine or (L3B) 2.7L Turbo High-Output engine.)

Frame, fully-boxed, hydroformed front section

Cargo tie downs (12), fixed

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Capless Fuel Fill

Exhaust, single outlet

Exhaust, aluminized stainless-steel muffler and tailpipe

#### Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver (STD)

Tires, 255/70R17 all-season, blackwall (STD)

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## Bellamy Strickland Chevrolet

Christa Mooney | 770-954-3017 | christa@bellamystrickland.net

Vehicle: [Fleet] 2023 GMC Sierra 1500 (TC10753) 2WD Double Cab 147" Pro ( Complete )

### Exterior

Tire, spare 255/70R17 all-season, blackwall (Included with (QBN) 255/70R17 all-season, blackwall tires.) (STD)

Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumper, front chrome lower (Requires (VJH) rear chrome bumper and (E63) pickup bed. Required with (UD7) Rear Park Assist or (PQA) 1SA Safety Plus Package on 1SA unless ordered with (WBP) Graphite Edition.)

Bumper, rear chrome with bumper CornerSteps (Requires (V46) front chrome bumper and (E63) pickup bed.)

CornerStep, rear bumper

Grille (Chrome header with flat black grille insert bars)

Headlamps, LED projectors with Fade-on/Fade-off animation, LED turn signals and Daytime Running Lamps

IntelliBeam, automatic high beam on/off (Included and only available with (PDI) GMC Pro Safety.)

Taillamps, LED LED signature taillight and Fade-on/Fade-off animation, incandescent stop, turn and reverse light

Mirrors, outside manual, Black (Not available on Regular Cab models.)

Glass, solar absorbing, tinted

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)

Tailgate and bed rail protection caps, top

Tailgate, locking utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)

Door handles, Black grained

### Entertainment

Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wired Android Auto and Apple CarPlay capability for compatible phones (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Bluetooth for phone connectivity to vehicle infotainment system

### Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat trim, Vinyl

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## Bellamy Strickland Chevrolet

Christa Mooney | 770-954-3017 | christa@bellamystrickland.net

Vehicle: [Fleet] 2023 GMC Sierra 1500 (TC10753) 2WD Double Cab 147" Pro (✔ Complete)

### Interior

- Seat adjuster, driver 4-way manual
- Seat adjuster, passenger 4-way manual
- Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Not available with Regular Cab model.)
- Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
- Steering column, Tilt-Wheel, manual with wheel locking security feature
- Steering wheel, urethane
- Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5" diagonal monochromatic display
- Exterior Temperature Display, located in radio display
- Brake lining wear indicator
- Windows, power front, drivers express up/down
- Window, power front, passenger express down
- Windows, power rear, express down (Not available on Regular Cab models.)
- Door locks, power
- Remote Keyless Entry
- USB Ports, 2, Charge/Data ports located on instrument panel
- Power outlet, front auxiliary, 12-volt
- ✔ Air conditioning, single-zone manual
- Air vents, rear (Not available with Regular Cab model.)
- Mirror, inside rearview, manual tilt
- Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

### Safety-Interior

- Automatic Emergency Braking (Included and only available with (PDI) GMC Pro Safety.)
- Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- HD Rear Vision Camera (Not available with (ZW9) pickup bed delete.)
- Following Distance Indicator (Included and only available with (PDI) GMC Pro Safety.)

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Vehicle: [Fleet] 2023 GMC Sierra 1500 (TC10753) 2WD Double Cab 147" Pro (  Complete )

### Safety-Interior

Forward Collision Alert (Included and only available with (PDI) GMC Pro Safety.)

Lane Keep Assist with Lane Departure Warning (Included and only available with (PDI) GMC Pro Safety.)

Seat Belt Adjustable Guide Loops, front row only (Included and only available with Crew Cab or Double Cab models.)

Buckle to Drive (Included and only available with (PDI) GMC Pro Safety.)

Tire Pressure Monitor System, auto learn includes Tire Fill Alert (does not apply to spare tire)

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

### Safety-Mechanical

Front Pedestrian Braking (Included and only available with (PDI) GMC Pro Safety.)

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

### Safety-Exterior

Daytime Running Lamps, LED signature lighting

### WARRANTY

Warranty Note: <<< Preliminary 2023 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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KAW-000001 GA

9-NORMAL, NB, 205051, PEL52

4312

220230823 2362

[CERT][CERT][CERT][TRD][RAMP][BUMP][CAMP][BOOK][EXT][ROTA]



ford.com

## VEHICLE DESCRIPTION

F-150

2023 F-150 4X2 REGULAR CAB  
122" WHEELBASE  
5.0L V8 ENGINE  
ELEC TEN-SPEED AUTO W/TOW M

EXTERIOR  
OXFORD WHITE  
INTERIOR  
DARK SLATE VINYL 40/20/40

PK F20938

## STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

## EXTERIOR

- DAYTIME RUNNING LAMPS
- EASY FUEL @ CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- HALOGEN HEADLAMPS
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LOCKING REMOVABLE TAILGATE
- MANUAL FOLD POWER MIRRORS
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- TRAILER SWAY CONTROL
- WIPERS- INTERMITTENT

## INTERIOR

- 4" PRODUCTIVITY SCREEN
- CRUISE CONTROL
- DOOR LOCKS - POWER
- DUAL SUNVISORS
- ILLUMINATED ENTRY
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- POWERPOINTS - 12V
- TILT/TELESCOPE STR COLUMN

## FUNCTIONAL

- AM/FM STEREO
- AUTO HOLD
- CURVE CONTROL
- DYNAMIC HITCH ASSIST
- FAIL-SAFE COOLING SYSTEM
- FORDPASS CONNECT™ 4G
- HILLSIDE START ASSIST
- HILL START ASSIST
- MYKEY®
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REVERSE SENSING AND REAR VIEW CAMERA
- SELECTSHIFT®
- SYNC®4 W/8" SCREEN

## SAFETY/SECURITY

- ADVANCED TRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT
- MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- CTR HIGH MOUNT STOP LAMP
- PERIMETER ALARM
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

## WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID BATTERY

## INCLUDED ON THIS VEHICLE

(MSRP)

## EQUIPMENT GROUP 101A

## XL SERIES

## OPTIONAL EQUIPMENT/OTHER

- 17" SILVER STEEL WHEELS 2,560.00
- 5.0L V8 ENGINE
- 245/70R 17 BSW ALL-SEASON 420.00
- 3.31 ELECTRONIC LOCK RR AXLE
- 6200# GVWR PACKAGE
- FRONT LICENSE PLATE BRACKET
- 50 STATE EMISSIONS
- TRAILER TOW PACKAGE
- INTEGRATED TRAILER BRAKE CONT
- VINYL 40/20/40 FRONT SEAT
- FLEX FUEL VEHICLE
- NO CHARGE
- NO CHARGE
- NO CHARGE

## PRICE INFORMATION

(MSRP)

|                               |                  |
|-------------------------------|------------------|
| BASE PRICE                    | \$34,585.00      |
| TOTAL OPTIONS/OTHER           | 4,305.00         |
| TOTAL VEHICLE & OPTIONS/OTHER | 38,890.00        |
| DESTINATION & DELIVERY        | 1,995.00         |
| <b>TOTAL BEFORE DISCOUNTS</b> | <b>40,885.00</b> |
| <b>XL DISCOUNT</b>            | <b>- 750.00</b>  |
| <b>TOTAL SAVINGS</b>          | <b>- 750.00</b>  |

EPA Fuel Econ

Fuel Econ



combined city/hwy

Driving Range

Gasoline 473 mile

Ethanol (E85) 335

Annual fuel c

\$2,2

Actual results will vary for your vehicle. The averages are based on 15,000 miles of gasoline gallon equivalent.

fuel econ

Calculate personalized

GOVERN

Overall Vehicle

Based on the combined r  
Should ONLY be compar

Frontal D

Crash P

Based on the risk of injur  
Should ONLY be compar

Side F

Crash R

Based on the risk of injur

Rollover

Based on the risk of rollo

Star ratings range from

Source: National

**AGENDA ITEM SUMMARY**  
**December 11, 2023, City Council Workshop**  
**Item Number: 16**



Presented by: Andrew Baker

Community Development Department

**ITEM SUMMARY:**

The request for Case #230104 (Wade Farm) is for a rezoning from RA-200 (Residential Agricultural) to R-50 (Single-Family Residential) or a Planned Unit Development (PUD). The subject property is located in District 3 (CM Reeves) at 343 Turner Church Rd., and further recognized as Tax Parcel ID #105-01061000 & #105-01061003.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Said application is to be processed in accord with schedule herein:

- 10/10/2023 Municipal Planning Commission Workshop
- 11/2/2023 City Council Workshop
- 11/14/2023 Municipal Planning Commission Public Review
- 11/20/2023 City Council Public Hearing & Vote
- **APPLICANT REQUESTED DEFERAL TO 12/11/2023**
- **12/11/2023 City Council Public Hearing & Vote**

**STAFF RECOMMENDATION:**

PENDING FINAL STAFF REPORT and Planning Commission Public Review

**FINANCIAL IMPACT: N/A**

**FUNDING SOURCE: N/A**

**ATTACHMENTS:**

- P/Z Initial Staff Report

**OTHER DEPARTMENTAL REVIEW NEEDED:**

Yes – PENDING REVIEW AND COMMENTS



City of McDonough  
Community Development Department  
136 Keys Ferry Street, 3<sup>rd</sup> Floor  
McDonough, GA 30253  
Phone (678) 432-4622  
Fax (678) 432-4665

## MEMORANDUM

October 6, 2023

TO: City and County Reviewing Agencies

CC: Municipal Planning Commission Members

FROM: Tina Tebo, Executive Assistant to Community Development Director 

SUBJECT: Initial Review of Proposed Petition(s) Request – Case #230104

---

Please see the below information along with the attached supporting documents for your review and comments. Please contact me with any questions.

**Applicant:** Stephen Moore of Moore Bass for Turner Church Rd. – David Weekley Project.

**Request:** A petition to rezone property to R-50 (Single Family Residential). NOTE: The applicant has requested that a PUD (Planned Unit Development) be considered should the R-50 zoning be deemed inappropriate or denied for any reason.

**Zoning History:** RA-200 (Residential Agricultural) with conditions per ORD # 21-11-15002(A)(Z)

**Tax-Parcel ID#:** 105-01061000 & 105-01061003

**Address:** 343 Turner Church Rd.

**Tract Size:** 151.76 +/- acres

**Location:** Land Lot(s) 71, 72, 89 & 90 of the 7th District

**Infrastructure:** Water & Sewer Service: City of McDonough  
Electrical Service: Snapping Shoals  
Telephone: TBD  
Cable: TBD

**Attachments:**



LAND USE PLANNING  
CIVIL ENGINEERING  
LAND SURVEYING  
LANDSCAPE ARCHITECTURE  
CONSTRUCTION ADMINISTRATION  
DRONE LIDAR SURVEYING & MAPPING

ATLANTA | 770.914.9394  
TALLAHASSEE | 850.222.5678  
moorebass.com

September 22, 2023

Andrew Baker  
Interim Community Development Director  
Community Development Department  
City of McDonough  
136 Keys Ferry Street  
McDonough, GA 30253



RE: LETTER OF INTENT (REVISED)  
Turner Church Road Property – 343 Turner Church Rd.  
Case # 230104

Dear Mr. Baker:

This document is intended to serve as a **Revised** Letter of Intent for Rezoning Case # 230104. The subject property is located on the north side of Turner Church Road, between Georgia Hwy 155 and Georgia Hwy 20 in the City of McDonough. The property is located in the City of McDonough and the current request is to rezone from RA-200 to R-50. **By way of this letter, we are officially requesting the City consider rezoning the property to PUD in the event R-50 is deemed inappropriate or denied for any reason.**

Further descriptions of the properties and the associated requests are below:

| Subject Property              |                                |                                |
|-------------------------------|--------------------------------|--------------------------------|
| Parcel #                      | Portion of Parcel 105-01061000 | Portion of Parcel 105-01061003 |
| Area                          | 147.92 Acres                   | 3.84 Acres                     |
| Owner                         | TJW Enterprises, LLLP          | TJW Enterprises, LLLP          |
| Address                       | 343 Turner Church Road         | 343 Turner Church Road         |
| Current Zoning                | RA-200                         | RA-200                         |
| Proposed Zoning               | R-50                           | R-50                           |
| Total property to be rezoned: |                                | 151.76 acres                   |

The above case was heard by the Planning Commission during their February 14, 2023 workshop meeting and by the City Council during their March 2, 2023 workshop meeting. Following the workshop meetings, the applicant requested the case to be deferred, to allow time to host community meetings to receive input from the surrounding residents relating to the proposed plan.



- LAND USE PLANNING
- CIVIL ENGINEERING
- LAND SURVEYING
- LANDSCAPE ARCHITECTURE
- CONSTRUCTION ADMINISTRATION
- DRONE LIDAR SURVEYING & MAPPING

ATLANTA | 770.914.9394  
TALLAHASSEE | 850.222.5678  
moorebass.com

The first of those community meetings was held on August 1, 2023 and an additional meeting was held on August 28, 2023. In addition, there were other internal meetings with Community Development Department staff to discuss potential changes to the plan. Those changes have been incorporated into the latest plan submitted with this letter of intent.

A summary of the changes is listed below:

| Summary of Changes      |                                            |                        |                                                                          |
|-------------------------|--------------------------------------------|------------------------|--------------------------------------------------------------------------|
| Original Plan Submitted | January 3, 2023                            | Revised Plan Submitted | August 28, 2023                                                          |
| Development Type:       | Traditional Single-Family Community        | Development Type:      | Age-Restricted Community                                                 |
| Proposed Units:         | 281 Single-family detached lots            | Proposed Units:        | 278 Single-family detached lots<br>48 attached villas<br>326 Units Total |
| Proposed Lot Size:      | 60' and 70' wide                           | Proposed Lot Size:     | 60' and 50' (Villas)                                                     |
| Proposed Density:       | 1.85 Units / Acre                          | Proposed Density:      | 2.15 Units / Acre                                                        |
| Proposed Access:        | 2 standard entrances to Turner Church Road | Proposed Access:       | 2 gated entrances to Turner Church Road                                  |
| Proposed Open Space:    | 74.2 Acres                                 | Proposed Open Space:   | 68.0 Acres                                                               |

In addition, I am attaching a DRAFT set of proposed zoning conditions for your consideration. I presented these during the workshop meetings as voluntary conditions. These have been modified based on the above changes and are provided for your review and consideration.

I trust these updated documents are sufficient to allow our application to proceed with the remaining public hearings, anticipated to occur in October and November of this year. Should you require any additional information or have any questions concerning the above, please do not hesitate to call me at (770) 914-9394.

Sincerely,

Moore Bass Consulting, Inc.

Stephen D. Moore

Buckhorn A (B329)



Buckhorn B (B329)



Buckhorn C (B329)



Buckhorn D (B329)



Ransdall A (B330)



Ransdall B (B330)



Ransdall C (B330)



Ransdall D (B330)



Ransdall E (B330)





**STATE OF GEORGIA  
CITY OF MCDONOUGH**

**ORDINANCE NO. 23-12-11001(Z)**

**AN ORDINANCE, PURSUANT TO MCDONOUGH CODE OF ORDINANCES SECTION 17.104.020(A)(1), AMENDING THE ZONING MAP OF THE CITY OF MCDONOUGH; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MCDONOUGH AND IT IS HEREBY ORDAINED BY AUTHORITY HEREOF:

**SECTION 1.**

This ordinance applies to the following real property per the application filed by **Stephen Moore of Moore Bass for Turner Church Rd. – David Weekley Project:**

All that lot, tract or parcel of land, otherwise known 343 Turner Church Rd. (Parcel #105-01061000 & #105-01061003), lying and being in Land Lot(s) 71, 72, 89 & 90 of the 7<sup>th</sup> District of Henry County, Georgia, consisting of 151.76 +/- acres and being more particularly described on Exhibit "A," attached hereto and incorporated herein by reference.

**SECTION 2.**

The above property is hereby zoned R-50 (Single Family Residential), and subject to the new conditions of development contained in Exhibit "B," attached hereto and incorporated herein by reference.

**SECTION 3.**

The sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any section, subsection, paragraph, sentence, clause or phrase shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining section, subsections, paragraphs, sentences, clauses and phrases of this ordinance.

**SECTION 4.**

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

STATE OF GEORGIA  
CITY OF MCDONOUGH

ORDINANCE NO. 23-12-11001(Z)

AN ORDINANCE, PURSUANT TO MCDONOUGH CODE OF ORDINANCES SECTION 17.104.020(A)(1), AMENDING THE ZONING MAP OF THE CITY OF MCDONOUGH; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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This ordinance applies to the following real property per the application filed by **Stephen Moore of Moore Bass for Turner Church Rd. – David Weekley Project**:

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**SECTION 2.**

The above property is hereby zoned PUD (Planned Unit Development), and subject to the new conditions of development contained in Exhibit "B," attached hereto and incorporated herein by reference.

**SECTION 3.**

The sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any section, subsection, paragraph, sentence, clause or phrase shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining section, subsections, paragraphs, sentences, clauses and phrases of this ordinance.

**SECTION 4.**

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

**SECTION 5.**

This ordinance shall become effective immediately upon adoption.

So ordained this 11th day of December 2023.

**CITY OF MCDONOUGH, GEORGIA**

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**SANDRA VINCENT, MAYOR**

**ATTEST:**

**APPROVED AS TO FORM:**

---

**CHRISTY TAYLOR, CITY CLERK**

---

**EMILIA WALKER, CITY ATTORNEY**

Exhibit A  
Legal Description (See Attached)

Exhibit B  
Conditions of Development

**REFER TO FINAL STAFF REPORT**

STATE OF GEORGIA  
CITY OF MCDONOUGH

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING TITLE 18, ENVIRONMENT AND NATURAL  
RESOURCES, OF THE CITY OF MCDONOUGH, GEORGIA, CODE OF  
ORDINANCES, REGULATING FLOOD DAMAGE PREVENTION 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**, the City is authorized pursuant to Section 2.17(b) of the City Charter to adopt ordinances, resolutions, rules and regulations deemed necessary, expedient, or helpful for the good order, welfare, prosperity and well-being of the City;

**WHEREAS**, the City finds it desirable and to the benefit of the public health and safety to provide for the flood damage prevention related regulations set forth herein; 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.** Title 18, Environment and Natural Resources, of the City Code of Ordinances is hereby amended by deleting Chapter 18.10, Flood Damage Prevention in its entirety, and replacing said Chapter to read as follows:

**TITLE 18 - ENVIRONMENT AND NATURAL RESOURCES**

...

**CHAPTER - 18.10 FLOOD DAMAGE PREVENTION**

**Sections:**

**18.10.010 Purpose and Intent.**

The purpose of this Chapter is to protect, maintain and enhance the public health, safety, environment and general welfare and to minimize public and private losses due to flood conditions in flood hazard areas, as well as to protect the beneficial uses of floodplain areas for

water quality protection, streambank and stream corridor protection, wetlands preservation and ecological and environmental protection by provisions designed to:

1. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
2. Restrict or prohibit uses which are dangerous to health, safety and property due to flooding or erosion hazards, or which increase flood heights, velocities, or erosion;
3. Control filling, grading, dredging and other development which may increase flood damage or erosion;
4. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands;
5. Limit the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters; and
6. Protect the stormwater management, water quality, streambank protection, stream corridor protection, wetland preservation and ecological functions of natural floodplain areas.

#### **18.10.020 Applicability.**

This Chapter shall be applicable to all Areas of Special Flood Hazard within the City of McDonough, Georgia.

#### **18.10.030 Designation of Ordinance Administrator.**

The City of McDonough Community Development Director or his designee is hereby appointed to administer and implement the provisions of this Chapter.

#### **18.10.040 Basis for Establishing Areas of Special Flood Hazard, Areas of Future-Conditions Flood Hazard and Associated Floodplain Characteristics – Flood Area Maps and Studies**

For the purposes of defining and determining “Areas of Special Flood Hazard,” “Areas of Future-conditions Flood Hazard,” “Areas of Shallow Flooding,” “Base Flood Elevations,” “Floodplains,” “Floodways,” “Future-conditions Flood Elevations,” “Future-conditions Floodplains,” potential flood hazard or risk categories as shown on FIRM maps, and other terms used in this ordinance, the following documents and sources may be used for such purposes and are adopted by reference thereto:

1. The Flood Insurance Study (FIS), dated April 11, 1975 with accompanying maps and other supporting data and any revision thereto are hereby adopted by reference. For land areas acquired by the City of McDonough, Georgia through annexation, the current effective FIS and data for unincorporated Henry County, with accompanying maps and other supporting data and any revision thereto are hereby adopted by reference.
2. Other studies, which may be relied upon for the establishment of the base flood elevation or delineation of the base or one-percent (100-year) floodplain and flood-prone areas include:
  - a. Any flood or flood-related study conducted by the United States Army Corps of Engineers, the United States Geological Survey or any other local, State or Federal agency applicable to the City of McDonough, Georgia; and
  - b. Any base flood study authored by a registered professional engineer in the state of Georgia which has been prepared by FEMA approved methodology and approved by the appropriate local permitting authority of the City of McDonough, Georgia.
3. Other studies which may be relied upon for the establishment of the future-conditions flood elevation or delineation of the future-conditions floodplain and flood-prone areas including:
  - a. Any flood or flood-related study conducted by the United States Army Corps of Engineers, the United States Geological Survey or any other local, State or Federal agency applicable to the City of McDonough, Georgia; and
  - b. Any future-conditions flood study conducted by a licensed professional engineer in the state of Georgia which has been prepared by FEMA approved methodology approved by the City of McDonough, Georgia.
4. The repository for public inspection of the FIS, accompanying maps and other supporting data is located at the McDonough City Hall in the Community Development Department.

#### **18.10.050 Compatibility with Other Regulations.**

This ordinance is not intended to modify or repeal any other ordinance, rule, regulation, statute, easement, covenant, deed restriction or other provision of law. The requirements of this ordinance are in addition to the requirements of any other ordinance, rule, regulation or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provision is more restrictive or impose higher protective standards for human health or the environment shall control.

#### **18.10.060 Severability.**

In the event that any phrase, clause, sentence, paragraph or Section of this ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, such judgement shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision or clause of this ordinance.

#### **18.10.070 Warning and Disclaimer of Liability.**

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur; flood heights may be increased by manmade or natural causes. This ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the City of McDonough, Georgia or by any officer or employee thereof for any flood damages that result from reliance on this Chapter or any administrative decision lawfully made thereunder.

#### **18.10.080 Definitions.**

With respect to this Chapter, the following words and terms shall have the following meanings:

*Addition (to an existing building)* means any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a fire wall. Any walled and roofed addition which is connected by a fire wall or is separated by an independent perimeter load-bearing wall shall be considered New Construction.

*Appeal* means a request for a review of the Community Development Director's interpretation of any provision of this Chapter.

*Area of Future-conditions Flood Hazard* means the land area that would be inundated by the one-percent-annual-chance flood based on future-conditions hydrology (100-year future-conditions flood).

*Area of shallow flooding* means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

*Area of special flood hazard* is the land subject to a one percent or greater chance of flooding in any given year. This includes all floodplain and flood prone areas at or below the base flood elevation (including A, A1-30, A-99, AE, AO, AH, and AR on a community's Flood Insurance Rate Map (FIRM)).

*Accessory Structure or Facility* means a structure which is on the same parcel of property as the principal structure and the use of which is incidental to the use of the primary structure.

*Base flood* means the flood having a one percent chance of being equaled or exceeded in any given year, also known as the 100-year flood.

*Base flood elevation* means the highest water surface elevation anticipated at any given point during the base flood.

*Basement* means that portion of a building having its floor subgrade (below ground level) on all sides.

*Building* has the same meaning as "Structure".

*Development* means any man-made change to improved or unimproved real estate including but not limited to buildings or other structures, mining, dredging, filling, clearing, grubbing, grading, paving, any other installation of impervious cover, excavation or drilling operations or storage of equipment or materials.

*Elevated building* means a non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by foundation walls, shear posts, shear walls, posts, piers, pilings, or columns.

*Existing construction* means any structure for which the "start of construction" commenced before April 11, 1975.

*Existing manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) is completed before April 11, 1975.

*Expansion to an existing manufactured home park or subdivision* means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

*FEMA* means the Federal Emergency Management Agency.

*Flood or flooding* means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters; or
2. The unusual and rapid accumulation or runoff of surface waters from any source.

*Flood Hazard Boundary Map or FHBM* means an official map of a community, issued by the Federal Insurance Administration, where the boundaries of areas of special flood hazard have been defined as Zone A.

*Flood Insurance Rate Map or FIRM* means an official map of a community, issued by the Federal Insurance Administration, delineating the areas of special flood hazard and/or risk premium zones applicable to the community.

*Flood Insurance Study or FIS* means the official report by the Federal Insurance Administration providing an examination, evaluation and determination of flood hazards and corresponding flood profiles and water surface elevations of the base flood.

*Floodplain or Flood-prone Area* means any land area susceptible to flooding.

*Floodproofing* means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

*Floodway or regulatory floodway* means the channel of a stream, river, or other watercourse and the adjacent areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

*Functionally dependent use* means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

*Future-conditions flood* means the flood having a one percent chance of being equaled or exceeded in any given year based on future-conditions hydrology. Also known as the 100-year future-conditions flood.

*Future-conditions flood elevation* means the highest water surface elevation anticipated at any given location during the future-conditions flood.

*Future-conditions floodplain* means any land area susceptible to flooding by the future-conditions flood.

*Future-conditions hydrology* means the flood discharges associated with projected land-use conditions based on a community's zoning map, comprehensive land-use plans, and/or watershed study projections, and without consideration of projected future construction of flood detention structures or projected future hydraulic modifications within a stream or other waterway, such as bridge and culvert construction, fill, and excavation.

*Highest adjacent grade* means the highest natural elevation of the ground surface, prior to construction, adjacent to the proposed foundation of a structure.

*Historic structure* means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
4. Individually listed on a local inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
  - a. By an approved state program as determined by the Secretary of the Interior; or
  - b. Directly by the Secretary of the Interior in states without approved programs.

*Lowest floor* means the lowest floor of the lowest enclosed area, including basement. An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of other provisions of this Chapter.

*Manufactured home* means a structure, transportable in one or more sections, built on a permanent chassis and designed to be used with or without a permanent foundation when

connected to the required utilities. The term includes any structure commonly referred to as a "mobile home" regardless of the date of manufacture. The term also includes parked trailers, travel trailers and similar transportable structures placed on a site for one hundred eighty (180) consecutive days or longer and intended to be improved property. The term does not include a *recreational vehicle*.

*Mean sea level* means the datum to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced. For purposes of this ordinance the term is synonymous with National Geodetic Vertical Datum (NGVD) of 1929 or the North American Vertical Datum (NAVD) of 1988.

*New construction* means any structure (see definition) for which the "start of construction" commenced after April 11, 1975 and includes any subsequent improvements to the structure.

*New manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after April 11, 1975.

*Owner* means the legal or beneficial owner of a site, including but not limited to, a mortgagee or vendee in possession, receiver, executor, trustee, lessee or other person, firm or corporation in control of the site.

*Permit* means the permit issued by the City of McDonough to the applicant which is required prior to undertaking any development activity.

*Recreational vehicle* means a vehicle which is:

1. Built on a single chassis;
2. Four hundred square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by light duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

*Repetitive Loss* means flood related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

*Site* means the parcel of land being developed, or the portion thereof on which the development project is located.

*Start of construction* includes substantial improvement, and means the date the permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition replacement, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of the structure such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation, and includes the placement of a manufactured home on a foundation. Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a

basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or part of the main structure. (NOTE: accessory structures are not exempt from any ordinance requirements). For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

*Structure* means a walled and roofed building that is principally above ground, a manufactured home, a gas or liquid storage tank.

*Subdivision* means the division of a tract or parcel of land resulting in one or more new lots or building sites for the purpose, whether immediately or in the future, of sale, other transfer of ownership or land development, and includes divisions of land resulting from or made in connection with the layout or development of a new street or roadway or a change in an existing street or roadway.

*Substantial damage* means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred. This term also includes Repetitive Loss.

*Substantial improvement* means any combination of repairs, reconstruction, alteration, or improvements to a building, taking place during a ten-year period, in which the cumulative cost equals or exceeds fifty (50) percent of the market value of the structure prior to the improvement. The market value of the building means (1) the appraised value of the structure prior to the start of the initial repair or improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring. This term includes structures which have incurred "substantial damage" regardless of the actual amount of repair work performed. The term does not, however, include those improvements of a structure required to comply with existing state or local health, sanitary, or safety code specifications which are the minimum necessary to assure safe living conditions, which have been identified by the Code Enforcement Official. The term does also not include any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

*Substantially improved existing manufactured home park or subdivision* means the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds fifty (50) percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

*Variance* means a grant of relief from the requirements of this ordinance.

*Violation* means the failure of a structure or other development to be fully compliant with the requirements of this ordinance. A structure or other development without the elevation certificate, other certificates, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

#### **18.10.090 Permit Application Requirements.**

No owner or developer shall perform any development activities on a site where an Area of Special Flood Hazard or Area of Future-conditions Flood Hazard is located without first meeting the requirements of this Chapter prior to commencing the proposed activity. Unless specifically

excluded by this Ordinance, any landowner or developer desiring a permit for a development activity shall submit to the City of McDonough, Georgia a permit application on a form provided by the City of McDonough for that purpose. No permit will be approved for any development activities that do not meet the requirements, restrictions and criteria of this Chapter.

#### **18.10.100 Floodplain Management Plan Requirements.**

An application for a development project with any area of special Flood Hazard Area of Future-conditions Flood Hazard located on the site will be required to include a floodplain management/flood damage prevention plan. This plan shall include the following items:

1. Site plan drawn to scale, which includes but is not limited to:
  - a. Existing and proposed elevations of the area in question and the nature, location and dimensions of existing and/or proposed structures, earthen fill placement, amount and location of excavation material, and storage of materials or equipment;
  - b. For all proposed structures, spot ground elevations at building corners and twenty (20) foot or smaller intervals along the foundation footprint, or one foot contour elevations throughout the building site;
  - c. Proposed locations of water supply, sanitary sewer, and utilities;
  - d. Proposed locations of drainage and stormwater management facilities;
  - e. Proposed grading plan;
  - f. Base flood elevations and future-conditions flood elevations;
  - g. Boundaries of the base flood floodplain and future-conditions floodplain;
  - h. If applicable, the location of the floodway; and
  - i. Certification of the above by a licensed professional engineer or surveyor.
2. Building and foundation design detail, including but not limited to:
  - a. Elevation in relation to mean sea level (or highest adjacent grade) of the lowest floor, including basement, of all proposed structures;
  - b. Elevation in relation to mean sea level to which any non-residential structure will be floodproofed;
  - c. Certification that any proposed non-residential floodproofed structure meets the criteria in [Section] 18.10.190(2);
  - d. For enclosures below the base flood elevation, location and total net area of foundation openings as required in [Section] 18.10.190(5);
  - e. Design plans certified by a licensed professional engineer or architect for all proposed structure(s).
3. Description of the extent to which any watercourse will be altered or relocated as a result of the proposed development.

4. Hard copies and digital files of computer models, if any, copies of work maps, comparison of pre- and post-development conditions base flood elevations, future-conditions flood elevations, flood protection elevations, special flood hazard areas and regulatory floodway widths, flood profiles and all other computations and other information similar to that presented in the FIS.
5. Copies of all applicable State and Federal permits necessary for proposed development, including but not limited to permits required by Section 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1334; and
6. All appropriate certifications required under this Chapter.

The approved floodplain management/flood damage prevention plan shall contain certification by the applicant that all development activities will be done according to the plan or previously approved revisions. Any and all development permits and/or use and occupancy certificates or permits may be revoked at any time if the construction and development activities are not in strict accordance with approved plans.

#### **18.10.110 Construction Stage Submittal Requirements.**

For all new construction and substantial improvements on sites with a floodplain management/flood damage prevention plan, the permit holder shall provide to the Community Development Director a certified as-built elevation certificate or floodproofing certificate for non-residential construction including the lowest floor elevation or flood-proofing level immediately after the lowest floor or flood-proofing is completed. A final elevation certificate shall be provided after completion of construction including final grading of the site. Any lowest floor certification made relative to mean sea level shall be prepared by or under the direct supervision of a licensed land surveyor or professional engineer and certified by same. When flood-proofing is utilized for non-residential structures, said certification shall be prepared by or under the direct supervision of a licensed professional engineer or architect and certified by same using the FEMA Floodproofing Certificate.

Any work undertaken prior to approval of these certifications shall be at the permit holder's risk. The Community Development Director shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed to proceed. Failure to submit certification or failure to make the corrections required hereby shall be cause to issue a stop work order for the project.

#### **18.10.120 Duties and Responsibilities of the Administrator.**

Duties of the Community Development Director shall include, but shall not be limited to:

1. Review all development applications and permits to assure that the requirements of this Ordinance have been satisfied and to determine whether proposed building sites will be reasonably safe from flooding;
2. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including but not limited to Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334, be provided and maintained on file;

3. When base flood elevation data or floodway data have not been provided, then the Community Development Director shall require the applicant to obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other sources in order to meet the provisions of City Code Section 18.10.130 through Section 18.10.240;
4. Review and record the actual elevation in relation to mean sea level (or highest adjacent grade) of the lowest floor, including basement, of all new or substantially improved structures;
5. Review and record the actual elevation, in relation to mean sea level to which any substantially improved structures have been flood-proofed;
6. When flood-proofing is utilized for a non-residential structure, the Community Development Director shall review the design and operation/maintenance plan and obtain certification from a licensed professional engineer or architect;
7. Notify affected adjacent communities and the Georgia Department of Natural Resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency (FEMA);
8. Where interpretation is needed as to the exact location of boundaries of the areas of Special Flood Hazard (e.g., where there appears to be a conflict between a mapped boundary and actual field conditions) the Community Development Director shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance. Where floodplain elevations have been defined, the floodplain shall be determined based on flood elevations rather than the area graphically delineated on the floodplain maps; and
9. All records pertaining to the provisions of this Ordinance shall be maintained in the office of the Community Development Director and shall be open for public inspection.
10. Coordinate all FIRM revisions with the GA DNR and FEMA; and
11. Review variance applications and make recommendations to the Board of Zoning Appeals.

#### **18.10.130 Definition of Floodplain Boundaries.**

1. Studied "A" zones, as identified in the FIS, shall be used to establish base flood elevations whenever available.
2. For all streams with a drainage area of one hundred (100) acres or greater, the future-conditions flood elevations shall be provided by the Community Development Director. If future-conditions elevation data is not available from the Community Development Director, then it shall be determined by a licensed professional engineer using a method approved by FEMA and the City of McDonough, Georgia.

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#### **18.10.140 Definition of Floodway Boundaries.**

The width of a floodway shall be determined from the FIS or FEMA approved flood study. For all streams with a drainage area of one hundred (100) acres or greater, the regulatory floodway shall be provided by the Community Development Director. If floodway data is not available from the Community Development Director then it shall be determined by a licensed professional engineer using a method approved by FEMA and the City of McDonough, Georgia.

#### **18.10.150 General Standards for Development.**

1. No development shall be allowed within any Area of Special Flood Hazard or Area of Future-conditions Flood Hazard that could result in any of the following:
  - a. Raising the base flood or future-conditions flood elevation equal to or more than 0.01 foot;
  - b. Reducing the base flood or future-conditions flood storage capacity;
  - c. Changing the flow characteristics as to the depth and velocity of the waters of the base flood or future-conditions flood as they pass both the upstream and the downstream boundaries of the development area; or
  - d. Creating hazardous or erosion-producing velocities, or resulting in excessive sedimentation.
2. Any development within the any Area of Special Flood Hazard or Area of Future-conditions Flood Hazard allowed under (1) above shall also meet the following conditions:
  - a. Compensation for storage capacity shall occur between the average ground water table elevation and the base flood elevation for the base flood, and between the average ground water table elevation and the future-condition flood elevation for the future-conditions flood, and lie either within the boundaries of ownership of the property being developed and shall be within the immediate vicinity of the location of the encroachment. Acceptable means of providing required compensation include lowering of natural ground elevations within the floodplain, or lowering of adjoining land areas to create additional floodplain storage. In no case shall any required compensation be provided via bottom storage or by excavating below the elevation of the top of the natural (pre-development) stream channel unless such excavation results from the widening or relocation of the stream channel;
  - b. Cut areas shall be stabilized and graded to a slope of no less than two (2) percent;
  - c. Effective transitions shall be provided such that flow velocities occurring on both upstream and downstream properties are not increased or decreased;
  - d. Verification of no-rise conditions (0.01 foot or less), flood storage volumes, and flow characteristics shall be provided via a step-backwater analysis meeting the requirements of Ordinance 18.10.160;

- e. Public utilities and facilities, such as water, sanitary sewer, gas, and electrical systems, shall be located and constructed to minimize or eliminate infiltration or contamination from flood waters; and
- f. Any significant physical changes to the base flood floodplain shall be submitted as a Conditional Letter of Map Revision (CLOMR) or Conditional Letter of Map Amendment (CLOMA), whichever is applicable. The CLOMR submittal shall be subject to approval by the Community Development Director using the FEMA Community Consent forms before forwarding the submittal package to FEMA for final approval. The responsibility for forwarding the CLOMR to FEMA and for obtaining the CLOMR approval shall be the responsibility of the applicant. Within six (6) months of the completion of construction, the applicant shall submit as-built surveys for a final Letter of Map Revision (LOMR).

#### **18.10.160 Engineering Study Requirements for Floodplain Encroachments.**

An engineering study is required, as appropriate to the proposed development activities on the site, whenever a development proposes to disturb any land within the future-conditions floodplain, except for a residential single-lot development on streams without established base flood elevations and/or floodways. This study shall be prepared by a licensed Professional Engineer of the state of Georgia and made a part of the application for a permit. This information shall be submitted to and approved by the Community Development Director prior to the approval of any permit which would authorize the disturbance of land located within the future-conditions floodplain. Such study shall include:

1. Description of the extent to which any watercourse or floodplain will be altered or relocated as a result of the proposed development;
2. Step-backwater analysis, using a FEMA-approved methodology approved by the Community Development Director. Cross-Ordinances (which may be supplemented by the applicant) and flow information will be obtained whenever available Computations will be shown duplicating FIS results and will then be rerun with the proposed modifications to determine the new base flood profiles, and future-conditions flood profiles;
3. Floodplain storage calculations based on cross-sections (at least one every one hundred (100) feet) showing existing and proposed floodplain conditions to show that base flood floodplain and future-conditions floodplain storage capacity would not be diminished by the development; and
4. The study shall include a preliminary plat, grading plan, or site plan, as appropriate, which shall clearly define all future-conditions floodplain encroachments.

#### **18.10.170 Floodway Encroachments.**

Located within Areas of Special Flood Hazard are areas designated as floodway. A floodway may be an extremely hazardous area due to velocity flood waters, debris or erosion potential. In addition, floodways must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:

1. Encroachments are prohibited, including earthen fill, new construction, substantial improvements or other development within the regulatory floodway, except for activities specifically allowed in (2) below;
2. Encroachments for bridges, culverts, roadways and utilities within the regulatory floodway may be permitted provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment shall not result in any increase to the pre-project base flood elevations, floodway elevations, or floodway widths during the base flood discharge a licensed professional engineer must provide supporting technical data and certification thereof; and
3. If the applicant proposes to revise the floodway boundaries, no permit authorizing the encroachment into or an alteration of the floodway shall be issued by the Community Development Director until an affirmative Conditional Letter of Map Revision (CLOMR) is issued by FEMA and no-rise certifications is approved by the Community Development Director.

#### **18.10.180 Maintenance Requirements.**

The property owner shall be responsible for continuing maintenance as may be needed within an altered or relocated portion of a floodplain on his property so that the flood carrying or flood storage capacity is not diminished. The Community Development Director may direct the property owner (at no cost to the City of McDonough) to restore the flood-carrying or flood storage capacity of the floodplain if the owner has not performed maintenance as required by the approved floodplain management plan on file with the Community Development Director.

#### **18.10.190 Provisions for Flood Damage Reduction: General Standards.**

In all areas of Special Flood Hazard the following provisions apply:

1. New construction and substantial improvements of structures (residential or non-residential), including manufactured homes, shall not be allowed within the limits of the future-conditions floodplain, unless all requirements of Ordinances 18.10.150 through 18.10.170 have been met;
2. New construction or substantial improvements of existing structures shall be anchored to prevent flotation, collapse or lateral movement of the structure;
3. New construction or substantial improvements of existing structures shall be constructed with materials and utility equipment resistant to flood damage;
4. New construction or substantial improvements of existing structures shall be constructed by methods and practices that minimize flood damage;
5. Elevated buildings - All new construction and substantial improvements of existing structures that include any fully enclosed area located below the lowest floor formed by foundation and other exterior walls shall be designed so as to be an unfinished and flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater;

- a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:
    - i. Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
    - ii. The bottom of all openings shall be no higher than one foot above grade; and
    - iii. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwater in both directions;
  - b. So as not to violate the "lowest floor" criteria of this Chapter, the unfinished and flood resistant enclosure shall solely be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area; and
  - c. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms;
6. All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located three feet above the base flood elevation or one foot above the future-conditions flood elevation, whichever is higher, so as to prevent water from entering or accumulating within the components during conditions of flooding;
  7. Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State requirements for resisting wind forces;
  8. All proposed development shall include adequate drainage and stormwater management facilities per the requirements of the Community Development Director to reduce exposure to flood hazards;
  9. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
  10. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters;
  11. On-site waste disposal systems shall be located and constructed to avoid impairment to them, or contamination from them, during flooding;
  12. Other public utilities such as gas and electric systems shall be located and constructed to avoid impairment to them, or public safety hazards from them, during flooding;
  13. Any alteration, repair, reconstruction or improvement to a structure which is not compliant with the provisions of this Ordinance, shall be undertaken only if the non-conformity is not furthered, extended or replaced; and

14. If the proposed development is located in multiple flood zones or multiple base flood elevation cross the proposed site, the higher or more restrictive base flood elevation or future condition elevation and development standards shall take precedence.
15. When only a portion of a proposed structure is located within a flood zone or the future conditions floodplain, the entire structure shall meet the requirements of this ordinance; and
16. Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, shall be reasonably safe from flooding:
  - (a) All such proposals shall be consistent with the need to minimize flood damage within the flood-prone area;
  - (b) All public utilities and facilities, such as sewer, gas, electrical, and water systems shall be located and constructed to minimize or eliminate flood damage; and
  - (c) Adequate drainage shall be provided to reduce exposure to flood hazards.

#### **18.10.200 Building Standards for Structures and Buildings within the Future-Conditions Floodplain.**

The following provisions, in addition to those in [Section] 18.10.190 shall apply:

1. Residential Buildings.
  - a. New construction. New construction of principal buildings, including manufactured homes shall not be allowed within the limits of the future-conditions floodplain unless all requirements of [Sections] 18.10.150 through 18.10.170 have been met if all of the requirements of [Sections] 18.10.150 through 18.10.170 have been met, all new construction shall have the lowest floor, including basement, elevated no lower than three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to equalize the hydrologic flood forces on exterior walls and to facilitate the unimpeded movements of floodwaters shall be provided in accordance with standards of [Section] 18.10.190(5).
  - b. Substantial Improvements. Substantial improvement of any principal residential structure or manufactured home shall have the lowest floor, including basement, elevated no lower than three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to equalize the hydrologic flood forces on exterior walls shall be provided in accordance with standards of [Section] 18.10.190(5).
2. Non-Residential Buildings.
  - a. New construction. New construction of principal non-residential structures shall not be allowed within the limits of the future-conditions floodplain unless all requirements of [Sections] 18.10.150 through 18.10.170 have been met. If all of the requirements of [Sections] 18.10.150 through

18.10.170 have been met, all new construction shall have the lowest floor, including basement, elevated no lower one (1) foot above the base flood elevation or at least as high as the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the Community Development Director using the FEMA Floodproofing Certificate along with the design and operation/maintenance plan.

- b. Substantial improvements. Substantial improvement of any principal non-residential structure located in A1-30, AE, or AH zones, may be authorized by the Community Development Director to be elevated or flood-proofed. Substantial improvements shall have the lowest floor, including basement, elevated no lower than one (1) foot above the base flood elevation or at least as high as the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Section 5.1(5)(a). Substantial improvements may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to one (1) foot above the base flood elevation, or at least as high as the future- conditions flood elevation, whichever is higher, with walls substantially impermeable to the passage of water and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A licensed professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the (ordinance administrator) using the FEMA Floodproofing Certificate along with the design and operation/maintenance plan.
3. Accessory Structures and Facilities. Accessory structures and facilities (i.e., barns, sheds, gazebos, detached garages, parking lots, recreational activities and other similar non-habitable structures and facilities) which are permitted to be located within the limits of the floodplain shall be constructed of flood-resistant materials and designed to provide adequate flood openings in accordance with [Section] 18.10.190(5) and be anchored to prevent flotation, collapse or lateral movement of the structure.
4. Standards for Recreational Vehicles. All recreational vehicles placed on sites must either:
  - a. Be on the site for fewer than one hundred eighty (180) consecutive days and be fully licensed and ready for highway use, (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions); or

- b. Meet all the requirements for Residential Buildings—Substantial improvements ([Section] 18.10.200(1)(b)), including the anchoring and elevation requirements.
- 5. Standards for manufactured homes.
  - a. New manufactured homes shall not be allowed to be placed within the limits of the future-conditions floodplain unless all requirements of [Sections] 18.10.150 through 18.10.170 have been met. If all of the requirements of Sections 18.10.150 through 18.10.170 have been met, all new construction and substantial improvement shall have the lowest floor, including basement, elevated no lower than three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of this section 18.10.190(5)a.
  - b. Manufactured homes placed and/or substantially improved in an existing manufactured home park or subdivision shall be elevated so that either:
    - i. The lowest floor of the manufactured home is elevated no lower than three (3) feet above the level of the base flood elevation, or one (1) foot above the future-conditions flood elevation, whichever is higher; or
    - ii. The manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least an equivalent strength) of no less than thirty-six (36) inches in height above grade.
  - c. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement in accordance with standards of [Section] 18.10.190(7).

**18.10.210 Building Standards for Structures and Buildings Authorized Adjacent to the Future-Conditions Floodplain.**

- 1. Residential buildings. For new construction or substantial improvement of any principal residential building or manufactured home, the elevation of the lowest floor, including basement and access to the building, shall be at least three feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Section 18.10.190(5)a.
- 2. Non-residential buildings. For new construction or substantial improvement of any principal non-residential building, the elevation of the lowest floor, including basement and access to the building, shall be at least one (1) foot above the level of the base flood elevation or at least as high as the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Section 18.10.190(5)a. Non-residential buildings may be floodproofed in lieu of elevation.

**18.10.220 Building Standards for Residential Single-lot Developments on Streams without Established Base Flood Elevations and/or Floodway (A-zones).**

1. For a residential single-lot development not part of a subdivision that has Areas of Special Flood Hazard, where streams exist but no base flood data have been provided (A-Zones), the Community Development Director shall review and reasonably utilize any available scientific or historic flood elevation data, base flood elevation and floodway data, or future-conditions flood elevation data available from a federal, state, local or other source, in order to administer the provisions and standards of this Ordinance.
2. If data are not available from any of these sources, the following provisions shall apply:
  - a. No encroachments, including structures or fill material, shall be located within an area equal to twice the width of the stream or fifty (50) feet from the top of the bank of the stream, whichever is greater.
  - b. In special flood hazard areas without base flood or future-conditions flood elevation data, new construction and substantial improvements of existing structures shall have the lowest floor of the lowest enclosed area (including basement) elevated no less than three (3) feet above the highest adjacent grade at the building site. Flood openings sufficient to facilitate automatic equalization of hydrostatic flood forces shall be provided for flood prone enclosures in accordance with [Section] 18.10.190(5).

**18.10.230 Building Standards for Areas of Shallow Flooding (AO-zones).**

Areas of special flood hazard may include designated "AO" shallow flooding areas. These areas have base flood depths of one to three feet above ground, with no clearly defined channel. In these areas the following provisions apply:

1. All new construction and substantial improvements of residential and non-residential structures shall have the lowest floor, including basement, elevated to no lower than one (1) foot above the flood depth number in feet specified on the Flood Insurance Rate Map (FIRM), above the highest adjacent grade. If no flood depth number is specified, the lowest floor, including basement, shall be elevated at least three (3) feet above the highest adjacent grade. Flood openings sufficient to facilitate automatic equalization of hydrostatic flood forces shall be provided in accordance with standards of [Section] 18.10.190(5);
2. New construction and substantial improvement of a non-residential structure may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to the specified FIRM flood level plus one (1) foot above the highest adjacent grade, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A licensed professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice; and shall provide such certification to the Community Development Director using the FEMA Floodproofing Certificate along with the design and operation/maintenance plan; and

3. Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

#### **18.10.240 Standards for Subdivisions of Land.**

1. All subdivision proposals shall identify the special Areas of Special Flood Hazard and Areas of Future-conditions Flood Hazard therein and provide base flood elevation data and future-conditions flood elevation data;
2. All residential lots in a subdivision proposal shall have sufficient buildable area outside of the future-conditions floodplain such that encroachments into the future-conditions floodplain for residential structures will not be required;
3. All subdivision plans will provide the elevations of proposed structures in accordance with [Section] 18.10.100;

#### **18.10.250 Variance Procedures.**

The following variance and appeals procedures shall apply to an applicant who has been denied a permit for a development activity, or to an owner or developer who has not applied for a permit because it is clear that the proposed development activity would be inconsistent with the provisions of this Ordinance.

1. Requests for variances from the requirements of this Ordinance shall be submitted to the Planning Commission. All such requests shall be heard and decided in accordance with procedures to be published in writing by the Planning Commission. At a minimum, such procedures shall include notice to all affected parties and the opportunity to be heard.
2. Any person adversely affected by any decision of the Planning Commission shall have the right to appeal such decision to the City of McDonough as established by the City of McDonough in accordance with procedures to be published in writing by the Office of the Community Development Director. At a minimum, such procedures shall include notice to all affected parties and the opportunity to be heard.
3. Any person aggrieved by the decision of the City of McDonough, in paragraph 2 above may appeal such decision to the Superior Court of Henry County, as provided in Section 5-4-1 of the Official Code of Georgia Annotated.
4. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure, and the variance issued shall be the minimum necessary to preserve the historic character and design of the structure.
5. Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Section are met, no reasonable alternative exists, and the development is protected by methods that minimize flood damage during the base flood and create no additional threats to public safety.
6. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

7. In reviewing such requests, the City of McDonough and Planning Commission shall consider all technical evaluations, relevant factors, and all standards specified in this and other Ordinances of this Ordinance.
8. Conditions for variances:
  - a. A variance shall be issued only when there is:
    - i. A finding of good and sufficient cause;
    - ii. A determination that failure to grant the variance would result in exceptional hardship; and
    - iii. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, or the creation of a nuisance.
  - b. The provisions of this ordinance are minimum standards for flood loss reduction; therefore, any deviation from the standards must be weighed carefully. Variances shall only be issued upon determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
  - c. Any person to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation of the proposed lowest floor and stating that the cost of flood insurance resulting from the lowest floor elevation being placed below the base flood elevation will be commensurate with the increased risk to life and property, and that such costs may be as high as \$25 for each \$100 of insurance coverage provided.
  - d. The Community Development Director shall maintain the records of all variance actions, both granted and denied, and report them to the Georgia Department of Natural Resources and the Federal Emergency Management Agency upon request.
9. Any person requesting a variance shall, from the time of the request until the time the request is acted upon, submit such information and documentation as the Community Development Director and the Planning Commission shall deem necessary to the consideration of the request.
10. Upon consideration of the factors listed above and the purposes of this Ordinance, the Community Development Director and the Planning Commission may attach such conditions to the granting of variances as they deem necessary or appropriate, consistent with the purposes of this Ordinance.
11. Variances shall not be issued after the fact.

#### **18.10.260 Violations, Enforcement and Penalties.**

Any action or inaction which violates the provisions of this Ordinance or the requirements of an approved stormwater management plan or permit, may be subject to the enforcement actions outlined in this Ordinance. Any such action or inaction which is continuous with respect to time is deemed to be a public nuisance and may be abated by injunctive or other equitable relief. The imposition of any of the penalties described below shall not prevent such equitable relief.

#### **18.10.270 Notice of Violation.**

If the Community Development Director determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit, an approved stormwater management plan or the provisions of this Ordinance, it shall issue a written notice of violation to such applicant or other responsible person. Where a person is engaged in activity covered by this Ordinance without having first secured a permit therefore, the notice of violation shall be served on the owner or the responsible person in charge of the activity being conducted on the site.

The notice of violation shall contain:

1. The name and address of the owner or the applicant or the responsible person;
2. The address or other description of the site upon which the violation is occurring;
3. A statement specifying the nature of the violation;
4. A description of the remedial measures necessary to bring the action or inaction into compliance with the permit, the stormwater management plan or this Chapter and the date for the completion of such remedial action;
5. A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed; and
6. A statement that the determination of violation may be appealed to the Community Development Director by filing a written notice of appeal within thirty (30) days after the notice of violation (except, that in the event the violation constitutes an immediate danger to public health or public safety, twenty-four (24) hours' notice shall be sufficient).

#### **18.10.280 Penalties.**

In the event the remedial measures described in the notice of violation have not been completed by the date set forth for such completion in the notice of violation, any one or more of the following actions or penalties may be taken or assessed against the person to whom the notice of violation was directed. Before taking any of the following actions or imposing any of the following penalties, the Community Development Director shall first notify the applicant or other responsible person in writing of its intended action, and shall provide a reasonable opportunity, of not less than ten (10) days (except, that in the event the violation constitutes an immediate danger to public health or public safety, twenty-four (24) hours' notice shall be sufficient) to cure such violation. In the event the applicant or other responsible person fails to cure such violation after such notice and cure period, the Community Development Director may take any one or more of the following actions or impose any one or more of the following penalties.

1. *Stop-work order.* The Community Development Director may issue a stop work order which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop work order may be

withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations.

2. *Withhold certificate of occupancy.* The Community Development Director may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.
3. *Suspension, revocation or modification of permit.* The Community Development Director may suspend, revoke or modify the permit authorizing the development project. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated (upon such conditions as the Community Development Director may deem necessary) to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.
4. *Civil penalties.* In the event the applicant or other responsible person fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within ten (10) days, or such greater period as the Community Development Director shall deem appropriate (except, that in the event the violation constitutes an immediate danger to public health or public safety, twenty-four (24) hours' notice shall be sufficient) after the Community Development Director has taken one or more of the actions described above, the Community Development Director may impose a penalty not to exceed \$1,000.00 (depending on the severity of the violation) for each day the violation remains unremedied after receipt of the notice of violation.
5. *Criminal penalties.* For intentional and flagrant violations of this Chapter, the Community Development Director may issue a citation to the applicant or other responsible person, requiring such person to appear in (appropriate municipal, magistrate or recorders) court to answer charges for such violation. Upon conviction, such person shall be punished by a fine not to exceed \$1,000.00 or imprisonment for sixty (60) days or both. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.

\*\*\*\*\*

**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:

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Christy L. Taylor, City Clerk

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Sandra Vincent, Mayor

APPROVED AS TO FORM:

---

Emilia C. Walker, City Attorney

1 STATE OF GEORGIA  
2 CITY OF MCDONOUGH

3  
4 **RESOLUTION NO. \_\_\_\_\_**  
5

6 **A RESOLUTION IMPLEMENTING A LIMITED MORATORIUM WITHIN THE CITY**  
7 **OF MCDONOUGH ON THE ACCEPTANCE AND/OR PROCESSING OF**  
8 **APPLICATIONS FOR INTERNALLY ILLUMINATED SIGNAGE WITHIN THE**  
9 **DOWNTOWN DISTRICT AND/OR TO REZONE PROPERTY TO R-50 SINGLE**  
10 **FAMILY RESIDENTIAL DISTRICT AND FOR OTHER LAWFUL PURPOSES**

11 **WHEREAS**, the City of McDonough ("City") is a municipal corporation duly organized  
12 and existing under the laws of the State of Georgia;  
13

14 **WHEREAS**, the duly elected governing authority of the City of McDonough, Georgia, are  
15 the Mayor and Council ("City Council") thereof;  
16

17 **WHEREAS**, the City has experienced tremendous growth within the past decade, which  
18 has brought about challenges dealing with increased traffic, travel, housing, infrastructure  
19 demands, and development, particularly with respect to internally illuminated signage within the  
20 City's downtown district ("Downtown District") and R-50 Single Family Residential District  
21 zoning;  
22

23 **WHEREAS**, the City considers it a priority to ensure that traffic, travel, housing,  
24 infrastructure demands and development needs are reviewed in light of such challenges and  
25 growth, and has since hired a consulting firm to make recommendations and updates to the City's  
26 zoning code and comprehensive plan, particularly with respect to challenges concerning signage  
27 and R-50 Single Family Residential District zoning;  
28

29 **WHEREAS**, the City Council is authorized under Article XI, Sec. 2, Par. 4 of the Georgia  
30 constitution to adopt and implement zoning regulations. Additionally, courts have recognized  
31 cities' inherent ability to impose moratoria when acting on behalf of the public welfare;  
32

33 **WHEREAS**, the City Council finds that in order to protect public welfare, it is appropriate  
34 and necessary for the City to place a temporary moratorium on internally illuminated signage  
35 within the Downtown District and R-50 zoning applications while the City's codes and regulations  
36 are being reviewed and updated; and  
37

38 **WHEREAS**, this Resolution is enacted to safeguard and promote the health, safety, and  
39 public welfare of the City.  
40

41 **NOW, THEREFORE, BE IT RESOLVED**, by the governing authority of the City of  
42 McDonough, Georgia, as follows:  
43

44 **Section 1. Findings.**

45 In order to adequately study, evaluate and review relevant issues and/or recommended  
46 ordinance and comprehensive plan amendments, and in addition to any other findings and/or facts  
47 stated herein, the City Council further finds:

- 48  
49 1. It is necessary that the City have opportunity to consider recommendations for comprehensive  
50 plan and zoning ordinance amendments, thus justifying a limited cessation of approvals and  
51 acceptances of sign applications/permits internally illuminated signs within the City's  
52 Downtown District and requests to rezone property to R-50 Single Family Residential  
53 District;
- 54  
55 2. Substantial detriment and irreparable harm may result if further commitments are made in the  
56 City for approval of such sign applications/permits and requests to rezone property to R-50  
57 Single Family Residential District;
- 58  
59 3. It is necessary and in the public's interest to delay, for a reasonable and finite period of time,  
60 the acceptance or processing of any such sign applications/permits and requests to rezone  
61 property to R-50 Single Family Residential District, pending the possible amendment of the  
62 City's zoning ordinance;
- 63  
64 4. The concept of public welfare is broad and inclusive, its values are physical, aesthetic and  
65 monetary and within the City's power "to determine that a community should be beautiful as  
66 well as healthy, spacious as well as clean, well balanced as well as carefully patrolled;"  
67 Berman v. Parker, 348 U.S. 26 (1954); Kelo v. New London, 545 U.S. 469 (2005); and
- 68  
69 5. Public welfare includes the valid public objectives of aesthetics, conservation of the value of  
70 existing lands and buildings within the City, preserving neighborhood characteristics,  
71 enhancing and protecting the economic well-being of the community, facilitating adequate  
72 provision of public services, and preservation City resources.

## 73 74 **Section 2. Moratorium.**

- 75  
76 a. **Imposition.** There is hereby imposed a moratorium causing for the immediate suspension on  
77 the City's acceptance and/or processing of:
  - 78  
79 1. Applications for the rezoning of property within the City to R-50 Single Family  
80 Residential District; and/or
  - 81  
82 2. Sign permit applications for internally illuminated signs for all property within the  
83 Downtown District. The boundaries of the Downtown District are identified on the map  
84 attached hereto as Exhibit A.
- 85  
86 b. **Duration.** This moratorium and Resolution shall be effective immediately upon adoption, up  
87 to and through **April 30, 2024**, to afford the City adequate and extended time to study,  
88 evaluate, and/or adopt, if deemed appropriate, amendment(s) to the City's comprehensive plan  
89 and /or ordinances;

- c. **Vesting.** Pursuant to Georgia law, a property owner, prior to the adoption of this Resolution, may have acquired vested rights involving signage and/or the rezoning of property to R-50 Single Family Residential District. In that event, such an owner shall have the right to submit a written request, which shall include verified supporting data, documents, and facts, requesting review by the City Council at a scheduled meeting of facts or circumstances which the owner feels substantiates a claim for vesting and the grant of an exception to this Resolution.

\*\*\*\*\*

**Section 3.** It is hereby declared to be the intention of the City Council that:

- (a) All sections, paragraphs, and sentences of this Resolution are or were upon 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 Resolution is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.
- (c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution 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 Resolution.

**Section 4.** The City Attorney and the City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing and renumbering purposes.

**Section 5.** This Resolution shall go into effect on December 31, 2023, unless required otherwise by the City Charter, state and/or federal law. Any acceptance of an application and/or approval by any City employee and/or agent which is contrary to this Resolution will be deemed in error, null and void and of no effect whatsoever.

**BE IT SO RESOLVED,** this \_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

CITY OF MCDONOUGH, GEORGIA:

\_\_\_\_\_  
Christy L. Taylor, City Clerk

\_\_\_\_\_  
Sandra Vincent, Mayor

APPROVAL AS TO FORM:

\_\_\_\_\_  
Emilia C. Walker, City Attorney

1 STATE OF GEORGIA  
2 CITY OF MCDONOUGH  
3

4 **RESOLUTION NO. \_\_\_\_\_**  
5

6 **A RESOLUTION IMPLEMENTING A LIMITED MORATORIUM ON THE**  
7 **ACCEPTANCE AND/OR PROCESSING OF APPLICATIONS FOR MULTI-FAMILY**  
8 **AND HOTEL DEVELOPMENTS WITHIN THE CITY OF MCDONOUGH AND FOR**  
9 **OTHER LAWFUL PURPOSES**

10 **WHEREAS**, the City of McDonough ("City") is a municipal corporation duly organized  
11 and existing under the laws of the State of Georgia;  
12

13 **WHEREAS**, the duly elected governing authority of the City of McDonough, Georgia, are  
14 the Mayor and Council ("City Council") thereof;  
15

16 **WHEREAS**, the City Council is vested with the power under Article XI, Sec. 2, Par. 4 of the  
17 Georgia constitution to adopt and implement zoning regulations for the City;  
18

19 **WHEREAS**, the City has experienced a proliferation of multi-family developments and hotels  
20 within the City within the past decade, which have brought about increased traffic, burdens on its  
21 public safety departments and excessive demands on utility infrastructure;  
22

23 **WHEREAS**, there currently exists an adequate number of multi-family and hotel  
24 developments in the City, providing temporary and/or affordable housing opportunities for low and  
25 moderate-income current and future residents and visitors; further, a significant number of properties  
26 within the City, unaffected by this moratorium, are currently zoned for multi-family and/or hotel  
27 developments, further meeting such future housing needs;  
28

29 **WHEREAS**, the courts have recognized Georgia local governments' inherent ability to impose  
30 moratoria when acting on behalf of the public welfare;  
31

32 **WHEREAS**, the City Council finds that in order to protect public welfare, it is appropriate and  
33 necessary for the City to evaluate and review current and future housing needs of the City;  
34

35 **WHEREAS**, the City procured a zoning consultant to evaluate and review the City's current  
36 and future housing needs and zoning code, and to prepare updates to the City's comprehensive plans  
37 and zoning ordinances concerning the same;  
38

39 **WHEREAS**, on or about August 21, 2023, the City adopted its updated comprehensive plan  
40 and is striving and on path to complete its associated zoning ordinance updates in the near future;  
41

42 **WHEREAS**, this Resolution is enacted while such zoning updates are underway, to  
43 safeguard and promote the health, safety, and public welfare of the City.  
44

45 **NOW, THEREFORE, BE IT RESOLVED**, by the governing authority of the City of  
46 McDonough, Georgia, as follows:  
47

48 **Section 1. Findings.**

49 In order to adequately study, evaluate and review relevant issues and/or recommended  
50 ordinance amendments, and in addition to any other findings and/or facts stated herein, the City  
51 Council further finds:

- 52 1. It is necessary that the City have opportunity to consider recommendations for zoning  
53 ordinance amendments, thus justifying a limited cessation of approvals and acceptances of  
54 multi-family and hotel land use developments, as set forth herein;  
55
- 56 2. Substantial detriment and irreparable harm may result if further commitments are made for  
57 approval of new multi-family and hotel developments in the City;  
58
- 59 3. The City is currently awaiting the results of an evaluation and proposed revisions of the  
60 zoning ordinance by an outside consultant;  
61
- 62 4. It is necessary and in the public's interest to delay, for a reasonable and finite period of  
63 time, the acceptance or processing of any applications for such land development projects  
64 pending the possible amendment of the City's zoning ordinance;  
65
- 66 5. The concept of public welfare is broad and inclusive, the values it represents are spiritual  
67 as well as physical, aesthetic and monetary; and that it is within the City's power "to  
68 determine that a community should be beautiful as well as healthy, spacious as well as  
69 clean, well balanced as well as carefully patrolled;" Berman v. Parker, 348 U.S. 26 (1954);  
70 Kelo v. City of New London, 545 U.S. 469 (2005); and  
71
- 72 6. Public welfare includes the valid public objectives of aesthetics, conservation of the value  
73 of existing lands and buildings within the City, preserving neighborhood characteristics,  
74 enhancing and protecting the economic well-being of the community, facilitating adequate  
75 provision of public services, and preservation City resources;  
76

## 77 **Section 2. Moratorium.**

- 78 a. **Imposition.** There is hereby imposed a moratorium and temporary suspension on the City's  
79 acceptance and/or processing of:  
80  
81
  - 82 1. Applications for the rezoning of property within the City to "RM-75 Multi-Family  
83 Residential," "RTD" and/or "RCD;" and/or  
84
  - 85 2. Land use and development permit applications for hotel developments. For purposes  
86 of this Resolution, the term "hotel" shall have a meaning as defined under Sec.  
87 5.06.010 of the City Code of Ordinances.  
88
- 89 b. **Duration.** Unless otherwise amended by the City Council, the duration of this moratorium  
90 shall be up to and through **April 30, 2024**, to afford the City adequate time to study,  
91 evaluate, and/or adopt, if deemed appropriate, amendment(s) to the City's ordinances;  
92
- 93 c. **Exemptions.** This moratorium shall have no effect upon:  
94
  - 95 1. Property zoned "RM-75 Multi-Family Residential," "RTD" and/or "RCD" as of the  
96 time of the adoption of this Resolution;" or  
97
  - 98 2. Applications pending with the City as of the time of adoption of this Resolution for the  
99 rezoning of property to "RM-75 Multi-Family Residential," "RTD" and/or "RCD."  
100

3. Hotel land use and hotel development permit applications pending with the City as of the time of adoption of this Resolution. Additionally, this Resolution shall not restrict considerations of applications and/or permits for remodeling, repair and/or improvements to hotels in existence as of the time of adoption of this Resolution.

- d. **Vesting.** Pursuant to Georgia law, a property owner, prior to the adoption of this Resolution, may have acquired vested rights in approval of a project, which includes the rezoning of property to "RM-75 Multi-Family Residential," "RTD," or "RCD." In that event, such an owner shall have to right to submit a written request, which shall include verified supporting data, documents, and fact, requesting review by the City Council at a scheduled meeting of facts or circumstances which the owner feels substantiates a claim for vesting and the grant of an exception to this Resolution.

\*\*\*\*\*

**Section 3.** It is hereby declared to be the intention of the City Council that:

- (a) All sections, paragraphs, and sentences of this Resolution are or were upon 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 Resolution is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.
- (c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution 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 Resolution.

**Section 4.** The City Attorney and the City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing and renumbering purposes.

**Section 5.** This Resolution shall go into effect on December 31, 2023, unless required otherwise by the City Charter, state and/or federal law. As of the time of adoption, any acceptance of an application and/or approval by any City employee and/or agent which is contrary to this Resolution will be deemed in error, null and void and of no effect whatsoever.

**BE IT SO RESOLVED,** this \_\_\_\_ day of \_\_\_\_\_, 2023.

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