

**AGENDA ITEM SUMMARY**  
**November 20, 2023, City Council Meeting**  
**Item Number: 14**



Presented by: Andrew Baker

Department: Community Development Department

**ITEM SUMMARY:**

Text Amendments to amend Neighborhood Commercial (C-1) zoning district to accommodate the development of Brew Pubs AND Highway Commercial (C-3) to accommodate the development of Multistory Climate Control Self-Storage Facilities with a Special Land Use Permit.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Said application is to be processed in accordance with the schedule herein:

- 11/14/2023 Municipal Planning Commission Workshop
- 11/20/2023 City Council Meeting
- 11/14/2023 Municipal Planning Commission Public Review
- **12/11/2023 City Council Public Hearing & Vote**

**STAFF RECOMMENDATION:**

**MPC**

*Text Amendment for Brew Pubs*– Taira Castora made a motion to move the item to the Council to consider the text amendment and for “to-go” containers to be allowed, Calvin McClenden seconded. Motion Passed (4-0).

*Text Amendment for Storage Facility* - Latonua Hawkins made a motion to recommend approval for a text amendment to the C-3 zoning to allow storage facilities with a SUP, Calvin McClenden seconded. Motion Passed (4-0).

CDD – Staff recommends approval of the neighborhood Commercial (C-1) zoning district to accommodate the development of Brew Pubs AND Highway Commercial (C-3) to accommodate the development of Multistory Climate Control Self-Storage Facilities with a Special Land Use Permit.

**FINANCIAL IMPACT: N/A**

**FUNDING SOURCE: N/A**

**ATTACHMENTS:**

- Draft Ordinance

STATE OF GEORGIA  
CITY OF MCDONOUGH

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

**AN ORDINANCE AMENDING TITLE 17, ZONING OF THE CITY OF MCDONOUGH,  
GEORGIA, CODE OF ORDINANCES, REGULATING BREWPUBS AND SELF-  
STORAGE FACILITIES 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 are 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 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 17, Zoning, Section 17.08.020, Definitions, of the City Code of Ordinances is hereby amended by adding the following three additional definitions, which shall be alphabetically inserted and read as follows:

**TITLE 17 – ZONING**

**CHAPTER - 17.08**

**SECTION - 17.08.020 – Definitions.**

...

*Brewpub, limited:* A commercial business which conducts the retail sale of beer (malt beverages with alcohol content as defined by federal law) which is brewed on the premises for on-site consumption in compliance with applicable state and federal laws.

...

*Self-storage Mini-warehouse:* A building or group of buildings in a controlled-access and secured compound that contains varying sizes of individual, compartmentalized and controlled-

access stalls or lockers for the storage of customers' goods or wares, and may include climate control.

*Self-storage, Multi-story Climate Controlled:* a multi-story building or group of buildings designed to mirror a class “A” commercial office space in a controlled-access and secured compound that contains varying sizes of compartmentalized and controlled access stalls or lockers for storage which are climate controlled to protect valuables from extreme heat or cold.

...

**Section 2.** Title 17, Zoning, Chapter 17.60, C-1 Neighborhood Commercial District, Section 17.60.010(B), Purpose and Permitted Uses, of the City Code of Ordinances is hereby amended to add a new 17.60.010(B)(20), which shall read as follows:

## **TITLE 17 – ZONING**

### **CHAPTER 17.60 - C-1 NEIGHBORHOOD COMMERCIAL DISTRICT**

#### **SECTION 17.60.010 – Purpose and Permitted uses.**

...

(B) Within any C-1 Neighborhood Commercial District, the following uses may be permitted as a matter of right:

...

20. Brewpub or craft beer restaurant that uses up to a five-barrel system to brew malt beverages and craft beer, and complies with the stipulations as outlined in Chapter 5.24 Alcoholic Beverage and the state of Georgia.

**Section 3.** Title 17, Zoning, Chapter 17.68, C-3 Commercial Highway District, Section 17.68.020, Special Uses, of the City Code of Ordinances is hereby amended to add a new subsection 17.68.020(B), which shall read as follows:

## **TITLE 17 – ZONING**

### **CHAPTER 17.68 - C-3 COMMERCIAL HIGHWAY DISTRICT**

#### **SECTION 17.68.020 – Special uses.**

...

(B) Self-storage, multi-story climate controlled.

**Section 4.** Title 17, Zoning, Chapter 17.20, General Provisions, Section 17.20.100, Buffer strip requirements, of the City Code of Ordinances is hereby amended to add a new subsection **17.20.100(E)**, which shall read as follows:

**TITLE 17 – ZONING**

**CHAPTER 17.20 – GENERAL PROVISIONS**

**SECTION 17.20-100 – Buffer strip requirements.**

...

- E. A fifty (50) foot buffer strip shall be required whenever the project site abuts any property which is zoned for residential use. A twenty-five (25) foot landscaped buffer shall be provided along all other lots abutting the project site. As used in this Chapter, a project site is the entire parcel of land for which self-service storage units are proposed.

...

**Section 5.** Title 17, Zoning, Chapter 17.20, General Provisions, Section 17.20.020, Off-street parking, of the City Code of Ordinances is hereby amended to add two additional use classifications, in alphabetical order, to the chart contained in subsection 17.20.020(A), which newly added use classifications shall read as follows:

**TITLE 17 – ZONING**

**CHAPTER 17.20 – GENERAL PROVISIONS**

**SECTION 17.20.020 – Off-street parking.**

...

| Use Classification          | Parking Space Requirement                                                                          |
|-----------------------------|----------------------------------------------------------------------------------------------------|
| ...                         | ...                                                                                                |
| Self-Storage Mini warehouse | One space for each two employees and one space for each 200 square feet of dedicated office space. |
| Self-Storage Multi-story    | One space for each two employees and one space for each 200 square feet of dedicated office space. |
| ...                         | ...                                                                                                |

\*\*\*\*\*

**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 \_\_\_\_\_, 2023.

ATTEST:

CITY OF MCDONOUGH, GEORGIA:

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

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

APPROVED AS TO FORM:

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



**AGENDA ITEM SUMMARY**  
**November 20, 2023, City Council Workshop**  
**Item Number: 15**



Presented by: Brandon Williams

Public Works – Stormwater Department

**ITEM SUMMARY:**

Request approval of the proposal for Johnson, Mirmiran & Thompson (JMT) to provide professional services for drainage and sidewalk improvements located within the defined area of the Blacksville Community.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

There is an immediate need to address these drainage issues.

**STAFF RECOMMENDATION:**

Staff recommends approval.

**FINANCIAL IMPACT:**

Phase 1: \$188,704.91

**FUNDING SOURCE:**

Line Item: ARPA-Water/Sewer/Stormwater 230-5.4420.54.1213

**ATTACHMENTS:**

Proposal from: Johnson, Mirmiran & Thompson (JMT)

**OTHER DEPARTMENTAL REVIEW NEEDED:**

☒ Yes

☐ No

**OTHER DEPARTMENTAL REVIEW**

☒ Finance



September 18, 2023

City of McDonough Georgia  
Attn: Mayor Sandra Vincent  
136 Keys Ferry Street  
McDonough, GA 30253

RE: **Blacksville Community**  
Drainage Issue and Public Involvement  
JMT Job No. [22-03018](#)

Dear Mayor Vincent,

Thank you for our recent virtual meeting to discuss immediate drainage and sidewalk issues in a defined area within the Blacksville Community. The complete three phased approach is provided. The scope and pricing for PHASE 1 is included within for your review and approval. The scoping for Phase 2 and 3 are included, but are not priced, as the scope for these Phases are determined in Phase 1.

In our meeting, we also discussed Public involvement options for the entire Blacksville Community for future improvements. I am providing some Public Involvement Options for your consideration. We will provide a proposal for improvements beyond the drainage & sidewalks once you have selected your Public Involvement Option. Johnson, Mirmiran, & Thompson (JMT) is pleased to have an opportunity to provide you with services for improvements for the entire Blacksville Community in the future.

If you have any questions or need further information, please do not hesitate to contact David Millen @ 404-804-4571 [dbmillen@jmt.com](mailto:dbmillen@jmt.com).

Sincerely,

A handwritten signature in blue ink that reads 'David B. Millen'.

David B. Millen, PLS, VP  
JOHNSON, MIRMIRAN, & THOMPSON, INC.

# Drainage Issue & Sidewalk Improvements for Head & Chappell Streets

## City of McDonough – Phased Approach to Scope of Work

### Phase 1 (Initial Assessment) – Scope of Work

- Meet with city to discuss and define the drainage issue.
- Develop description of drainage issue, develop aerial indicating the area of concern
- Conduct a field visit and site inspection. Interview property owners and the City's Stormwater Manager.
- Review existing plans, property ownership plats & deeds, existing drainage easements, miscellaneous files, and previously collected information from the city.
- Assess each drainage structure with pictures, type and condition
- Assess drainage ditches with pictures and apparent effectiveness
- Provide an initial summary of findings in phase 1 including recommendations related to maintenance solutions that can help the situation immediately.
- Meetings, Project Management, & Coordination to:
  - obtain any necessary easements from property owners for maintenance solutions
  - obtain resources from the city to implement maintenance solutions with JMT oversight
  - OR
  - provide resources to perform maintenance solutions with JMT oversight
  - Assess the results of the maintenance improvements
- Perform Internal QC Reviews through the course of the Phase 1 assessment and perform QA Review of the Phase 1 deliverables.
- Resolve City's comments
  - Prepare list of what is needed to complete a full analysis and report in Phase 2, considering the following: Additional survey
  - Environmental assessment
  - Geotechnical assessment
  - CCTV inspection
  - A full analysis of current gutter inlet capacity
  - Drainage basin delineation
  - Any potential impacts in water surface elevations to FEMA Zone AE receiving stream
  - Any impacts to downstream properties
  - Any potential R/W and utility impacts associated with potential improvements
- Meet with City to discuss findings
- Conduct a more detailed field visit and site inspection. Interview property owners and City Stormwater Manager, if necessary.
- Coordinate with the following disciplines on scope of work needed:
  - Survey
  - Environmental
  - Geotechnical
  - CCTV
- Perform survey.
- Coordinate with surveyor on delivered survey data and perform review of deliverables.
- Perform Environmental Assessment.

## **City of McDonough – Phased Approach to Scope of Work (Cont.)**

- Coordinate with environmental staff on delivered report/assessment and perform review of deliverables.
- Perform Geotechnical Assessment (if necessary)
- Coordinate with geotechnical staff on delivered report/assessment and perform review of deliverables.
- Perform CCTV Inspection (if necessary)
- Coordinate with CCTV staff on delivered report/assessment and perform review of deliverables.
- Perform drainage analysis using criteria and procedures in current GDOT Drainage Manual and ultimately produce a Hydrology Report.
- Analysis may consist of any/all the following tasks:
  - A full analysis of gutter inlet capacity (using Bentley StormCAD or similar - Existing and Proposed Analyses).
  - Watershed delineation and modeling for Existing Conditions (typically using the TR-55 method), considering offsite drainage flowing toward the problem area and considering downstream points of interest
  - Analysis of closed storm drain system (using Bentley StormCAD or similar - Existing and Proposed Analyses).
  - Analysis of potential impacts in water surface elevations to FEMA flood zones on receiving stream caused by proposed improvements (using HEC-RAS - Existing and Proposed Analyses).
  - Analysis of impacts to downstream properties (water surface elevations – using HEC-RAS – Existing and Proposed Analyses).
  - Analysis of potential R/W impacts associated with proposed improvements
  - Analysis of potential impacts to utilities associated with proposed improvements

**Phase 1 Task 1 Assessment of Drainage Issues within the defined area**

**Phase 1 Task 2 Perform Surveys of Area including existing structure capacities**

**Phase 1 Task 3 Perform CCTV, geotech, environmental, and other studies as needed (not included in price)**

**Phase 1 Task 4 Analyze Data**

**Phase 1 Task 5 Summarize Findings/ Define list of maintenance improvements and prioritized drainage design improvements for Phase II Scope**

**Phase 1 Task 6 Process Maintenance Improvements (Owners, Easements, City performed improvements, JMT oversight)**

**The price for the Phase 1 scope is \$188,704.91**

**Anticipated Project Schedule\*:**

| Task                                            | Task Duration | Cumulative Duration (From NTP) |
|-------------------------------------------------|---------------|--------------------------------|
| Phase 1 Task 1 Assessment of Drainage           | 3 weeks       | 3 weeks                        |
| Phase 1 Task 2 Perform Surveys of Area          | 4 weeks       | 7 weeks                        |
| Phase 1 Task 3 Perform other studies as needed  | If necessary  | If necessary                   |
| Phase 1 Task 4 Analyze Data                     | 4 weeks       | 11 weeks                       |
| Phase 1 Task 5 Summarize Findings               | 4 weeks       | 15 weeks                       |
| Phase 1 Task 6 Process Maintenance Improvements | 4 weeks       | 19 weeks                       |

Task Specific Invoicing will occur on a monthly basis.

If you find this proposal acceptable, please initial the desired service on this page, execute the last page, and scan and email this entire document to dbmillen@jmt.com for my records.

This scope may be amended as needed according to your project requirements and JMT will modify any effort or fees at your request to better suit your needs. I thank you for the opportunity to work with you on this project and I look forward to its successful completion. If you have any questions or need further information, please do not hesitate to contact me at 404-804-4571 or by email @ dbmillen@jmt.com

## MT Scoping Phase 1

- Survey Streets shown in blue adequate width for design purposes
- Survey outfalls shown in red
- Pictures of all existing drainage structures with capacity
- Property Owner research
- Existing Drainage Easement research
- CCTV if necessary (priced not included)
- Determine immediate Maintenance needs
- Summarize findings



## TERMS & CONDITIONS

### **A. General Provisions**

JMT agrees that this proposal shall remain open for 60 days from the date of this proposal. Acceptance of the proposal after the end of the 60-day period is valid if JMT elects, in writing, to reaffirm the proposal and waive its right to re-evaluate and resubmit the proposal.

JMT reserves the right to renegotiate the contract which this proposal, if accepted, will comprise, on or after six (6) months from the date of this proposal, provided the Client is given 30 days of notice in writing if salaries or operational costs increase in a sufficient amount. Our present quotation is based upon current salaries and operational costs.

It is understood and agreed that once work is started on this project by JMT, only the Client or its duly authorized representative has the authority to order the work stopped on his behalf and only upon giving JMT, 10 days of notice in writing, as to when the work shall stop. The Client further agrees to be liable and pay to JMT, for all labor done, work performed, materials furnished, and expenses incurred up to and including the day work is stopped in accordance with the notice.

JMT will provide the Client with data on electronic files; however, the Client acknowledges that data stored on electronic media can deteriorate undetected or be modified without the JMT's knowledge. Therefore, electronic files are provided without warranty or obligation on the part of JMT as to accuracy of information contained on the electronic files. All information on the electronic files must be independently verified by the Client and the Client agrees to indemnify and hold JMT harmless from any and all claims, damages, losses, and expenses including but not limited to attorney's fees arising out of the use of the electronic files.

Client acknowledges and agrees that JMT may include or otherwise reference the Project in its general project portfolio and shall be entitled to identify the Project and the services performed by JMT for the Client in its general marketing materials, and for purposes of demonstrating relevant qualifications and experience. JMT shall also have the right to access the Project site to document, photograph, video, and/or record by any media or means, the Project at each phase, during construction and upon completion, for its own use and for other legitimate business purposes, including but not limited to exhibitions, or award competitions, or publication in journals. Any publication of the Project by Client or any representative of the Client, shall include reference to JMT and proper attribution and credit for its role in the Project.

### **B. Time of Payments and Litigation Expenses**

JMT will submit monthly certified invoices for services rendered during the preceding month. Payments are due and payable within 30 days from the date of invoice. If Client fails to pay the full amount due for services and expenses within 30 days after date of invoice, the amount due will include a charge at the rate of 1-1/2% per month of the outstanding balance from said 30th day. In addition, in the event any invoice has not been paid in full by its due date, JMT may, after giving three (3) days written notice to Client, suspend services under this Agreement until Client has paid in full amounts due JMT for services, expenses and interest.

In the event JMT deems it necessary to refer any unpaid invoices to its attorneys for the purposes of instituting collection or mechanic's liens proceedings, Client agrees to pay JMT's attorney's fees, court costs, and litigation expenses, including fees for expert witnesses, trial and deposition transcripts, cost of printing briefs, and travel expenses for witnesses, attorneys, and employees.

In the event Client asserts a claim against JMT and/or JMT's subconsultants for any act arising out of performance of the services provided herein, whether by an original action, or by counterclaim set-off or other defense to any mechanic's lien or other claim asserted by JMT as a result of Client non-payment of fees and expenses for services rendered, and if Client fails to prevail in such action, counterclaim, set-off, or defense, Client agrees to pay all attorney's fees, costs and litigation expenses (including fees for expert witnesses, trial transcripts and deposition transcripts) incurred by JMT and/or JMT's subconsultants in opposing any such action, counterclaim, set-off or defense. JMT may withhold the delivery, signature or sealing plans and specifications, and may repossess all plans and specifications previously delivered to or otherwise made available to Client, their agents or assigns, without incurring any liability for direct and/or

consequential damages to Client or anyone claiming through them or on their behalf whenever JMT deems it necessary to ensure payment for services rendered. Should any claim for such damages be made, Client agrees to hold JMT harmless from all litigation expenses incurred by JMT as defined herein.

#### **C.Additional Services**

In the event additional services beyond those identified in the Scope of Work are required by the Client or by circumstances beyond JMT's control, JMT will furnish such services upon written authorization of the Client. Negotiation of associate fees, both direct labor and other direct charges, will occur withing the authorization of the additional services.

#### **D.Insurance**

JMT maintains Professional Liability, General Liability and Workmen's Compensation Insurance. On request, JMT will furnish Client certification of insurance.

#### **E.Termination**

In the event of termination of this Agreement by Client, Client shall pay JMT for services (including additional services) rendered, performed, or procured through such phase, including Expenses, at the rates stated in the Agreement, plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination.

#### **F.Indemnification and Limitation of Liability**

JMT shall hold harmless and indemnify the Client against injury, loss or damage arising out of its performance of the Services, but only to the extent caused by the negligent acts, errors, or omissions of JMT. The Client agrees to limit JMT's liability hereunder to Client and to all Construction Contractors and Subcontractors on the project, due to such negligent acts, errors, or omissions, such the total aggregate liability of JMT to all those named shall not exceed JMT's total fee for services rendered on this project.

#### **G.Standard of Care**

JMT will perform the services in a manner consistent with the degree of skill and care ordinarily exercised by members of the same profession currently practicing under the same conditions. JMT makes no representations or warranties, express or implied, with respect to its services.

#### **H.Severability**

If any provision of this Agreement, or application thereof, shall be held invalid, the invalidity shall not affect the other provisions of the Agreement which can be given effect without the invalid provisions or applications, and to this end the provisions of this Agreement are declared to be severable.

**WE HEREBY AUTHORIZE JOHNSON, MIRMIRAN, & THOMPSON, INC. TO PROCEED IN ACCORDANCE WITH THE ABOVE PROPOSAL. IF ANY PROFESSIONAL SERVICES ARE ORDERED BY A REPRESENTATIVE OF THE CLIENT, FOR ITEMS LISTED ABOVE WITH A RETURNED ACCEPTANCE, THE PRICES AND TERMS OF THIS PROPOSAL SHALL BE IN EFFECT.**

**ORGANIZATION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**BY:** \_\_\_\_\_ **TITLE** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

## City of McDonough – Phased Approach to Scope of Work (Cont.)

### **Phase 2 (Concept Development/Budget & Develop Construction Plans & Letting to Construction)**

#### **Scope of Work PROJECTS TO BE DETERMINED IN PHASE I**

- Develop multiple options, and select a "Recommended Option," for solving flooding issues and summarize in report along with results of Existing and Proposed Analyses.
- Consider sidewalks in concepts
- Compile report and attachments, including Concept Sketch(es) for Recommended Option(s), and submit Study to the City.
- Meetings, Project Management, & Coordination.
- Perform Internal QC Reviews throughout project development
- Resolve any City comments
- Develop Concept Cost Estimate/Estimates
- Develop Construction Plans consisting of the following sheets, at a minimum:
  - Existing and Proposed Layout
  - Typical Sections
  - Cross Sections, Profiles, etc.
  - Drainage Details
  - Erosion, Sed. & Pol. Ctrl. Plans
  - Staged Construction Plans
  - Special Structural Details
  - GDOT Standards
  - Develop Construction Quantities and Cost Estimate.
- Provide drawings and descriptions for any necessary RW or Easements required to perform construction.
- City to acquire any required right of way or easements  
OR
- JMT to acquire any required right of way or easements
- Meet with the City to discuss findings and discuss plan development.
- Coordinate with surveyor on additional survey data needed for final design plans.
- Perform additional supplemental survey.
- Coordinate with environmental and geotechnical staff on additional information needed for final design plans
- Perform additional environmental and geotechnical assessments
- Coordinate with survey, environmental, and geotechnical staff on delivered reports/assessments
- Coordinate with Utility Companies.
- Meetings, Project Management, & Coordination.
- Finalize Construction Quantities and Cost Estimate after QC revisions.
- Perform Internal QC Reviews through the course of the plan development and perform QA Review of the Phase 3 deliverables.
- Resolve any City comments
- Meet with the City to discuss plans.
- Provide the advertisement for the letting of project

## IMT Scope of Work Phase 2

- Implement immediate drainage maintenance (pricing not included -- to be performed by city or outside contractor managed and inspected by IMT)
- Develop concept & budget drawings for drainage improvements and sidewalk additions to Head & Chappel
- Streets Submit Concept and get City Approval to move into the design phase Design
- Submit Plan Set for improvements Plan Set review and approval
- City or IMT to Acquire any Required R/W or Easements (price not included)



City of McDonough – Phased Approach to Scope of Work (Cont.)

**Phase 3** (Construction Inspection and Management) – Scope of Work

**PROJECTS FROM PHASE II**

- Provide Construction oversight as the City's representative on-site (individual with 30 years GDOT experience)
  - Schedule and hold kickoff meeting with the city
  - Define contractor's primary contact and contacts for traffic control and erosion control
  - Oversee monthly contractor invoicing from the contractor and coordinate with the City for payment
  - Maintain records of finances
  - Maintain records of inspections
  - Provide final records to the City
  - Aid in the closeout of the project records

### IMT Scope of Work Phase 3

- Develop bid documents
- Advertise for Letting
- Award Project
- Construction Inspection including Utility
- Coordination for any required relocations
- Construction Management including project acceptance and closeout





**AGENDA ITEM SUMMARY**  
**November 20, 2023, City Council Meeting**  
**Item Number: 16**



Presented by: Brian Linton

Technology Services

**ITEM SUMMARY:**

The Technology Services department is seeking approval for the Mayor to sign a Memorandum of Understanding (MOU) between the City of McDonough and the Federal Government (Georgia Emergency Management and Homeland Security)

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The Technology Services Department applied for a Cybersecurity grant from the Federal Government, in order to continue the process, they are requesting the City sign a MOU with them.

**STAFF RECOMMENDATION:**

Staff recommends approval.

**FINANCIAL IMPACT:**

No financial impact for the City

**FUNDING SOURCE:**

**ATTACHMENTS:**

MOU to be signed by the City.

**OTHER DEPARTMENTAL REVIEW NEEDED:**

☐ Yes

☒ No

**OTHER DEPARTMENTAL REVIEW**

### **Memorandum of Understanding (MOU) Instructions**

1. The MOU consists of a 7-page document and 1 Exhibit (A); 8 pages total. All documents must be completed and returned to Georgia Emergency Management and Homeland Security Agency (GEMA/HS) with the appropriate signatures.
2. The MOU and Exhibit A should be filled out electronically. If you cannot fill it out electronically, please make sure to print all of the required information.
3. To complete the MOU and Exhibit A, use either the tab key or the arrow keys to move through the pages field by field. All fields must be completed prior to submission.
4. Once all required information has been entered into the fillable fields of the MOU and Exhibit A; print the entire document.
5. The last page of the MOU document, before Exhibit A, requires the signature of the Chief Elected/Appointed Official or the Chief Executive Officer, title, telephone, and date of signature. The MOU also requires the signature of a witness.
6. Exhibit A (Designation of Applicant's Agent) requires the signature of the Chief Elected/Appointed Official or the Chief Executive Officer, title, telephone, and date of signature. An email address is required to obtain access to the system (all email addresses must be unique; no duplicates are allowed).
7. **Please Note: The same person must sign the MOU and Exhibit A.**
8. Once the documents are complete and signed, they must be sent to the following email address: [HSgrants@gema.ga.gov](mailto:HSgrants@gema.ga.gov)

Note: If email is unavailable to you, a paper copy may be submitted to the address below. Please note that this may slow the process of obtaining access to the Georgia EMGrantsPro system as it will need to be scanned and uploaded by our staff.

GEMA/HS Post Office  
Box 18055 Atlanta,  
Georgia 30316  
ATTN: Preparedness Grants and  
Programs Division

Memorandum of Understanding (MOU)  
BY and BETWEEN  
GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY  
AND

Click or tap here to enter text.

This Memorandum of Understanding (Agreement) made and entered into between the Georgia Emergency Management and Homeland Security Agency, hereinafter referred to as the "GEMA/HS" and Click or tap here to enter text.

officially domiciled at Click or tap here to enter text.

---

hereinafter referred to as Subgrantee relating to an application for grants under the U. S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), and GEMA/HS Homeland Security Division Grant Programs.

WHEREAS, GEMA/HS as the State Administrative Agency (SAA), on behalf of the State of Georgia, is the Grantee receiving funding under the DHS FEMA as authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 U.S.C. 603) and has the fiduciary responsibility to ensure those funds are spent on eligible Subgrantee facilities and activities and are properly reimbursed to the Subgrantee; and

WHEREAS, the agreement is part of the referenced Subgrantee's application and profile record in the Georgia EM Grants Manager system and will become effective and binding upon approval by GEMA/Homeland Security;

NOW, THEREFORE, in consideration thereof, the parties hereby agree as follows:

**Responsibilities of the Subgrantee**

The Subgrantee is primarily responsible for compliance with and agrees to obtain a working knowledge of the Homeland Security Act and all applicable DHS FEMA regulations as provided in all applicable Subparts of 2 Code of Federal Regulations (CFR) Part 200 and 44 CFR that govern the Department of Homeland Security grant programs and shall adhere to the application of the Homeland Security Act of 2002 and those applicable regulations and policies as a condition for acceptance of and expenditure of said DHS FEMA funding.

As a further condition for the acceptance of and expenditure of DHS FEMA funding, the Subgrantee hereby agrees to follow all GEMA/HS guidelines, regulations, and directives, including but not limited to the following:

- Use [gema.ga.gov](http://gema.ga.gov) and [ga.emgrants.com](http://ga.emgrants.com), as applicable to access forms, request time extensions, and submit requests for reimbursements with supporting documentation.
- The Subgrantee shall assure that all project documents are made available to GEMA/HS, DHS FEMA, Office of Inspector General (OIG), or to any state or federal agency as determined by GEMA/Homeland Security, including but not limited to procurement policies, accounting policies, and all other documentation substantiating eligible costs.
- All records, reports, documents and other materials delivered or transmitted to GEMA/HS by the Subgrantee shall become the property of GEMA/HS.
- The Subgrantee will be required to execute a separate subgrant agreement in addition to this MOU.
- The Subgrantee agrees to monitor [gema.ga.gov](http://gema.ga.gov) and [ga.emgrants.com](http://ga.emgrants.com) for any changes in law, regulations, policy, or procedure which affect the Subgrantee's grant requirements.
- The undersigned, as the appointed agent of the Subgrantee hereby declares that the individuals named herein as the Subgrantee's agents are knowledgeable of the requirements outlined herein.

The subgrantee hereby acknowledges that failure to adhere to all applicable state and federal laws, regulations, policies, and directives may result in suspension and/or termination of funding/reimbursements and/or all or part of the de-obligation of previously received funding.

#### **Responsibilities of GEMA/HS**

- GEMA/HS agrees to maintain [gaemgrants.com](http://gaemgrants.com) subject to the availability of funding.
- GEMA/HS shall, through the Subgrantee's assigned Program Manager and Grant Specialist, review Subgrantee's requests for reimbursement, assist Subgrantee in correcting deficiencies, and disburse reimbursements to the Subgrantee as timely as possible.
- GEMA/HS shall communicate to the Subgrantee, in a timely manner, any changes in law, regulations, policy, or procedure which affect the Subgrantee's grant requirements through [gaemgrants.com](http://gaemgrants.com), [gema.ga.gov](http://gema.ga.gov) and/or the appropriate alternate methods of communication.
- GEMA/HS shall provide technical assistance to assist the Subgrantee in the formulation and management of its DHS FEMA grants (see Disclaimer paragraph herein below).

**Term of Agreement**

This MOU shall remain in full force and effect for the duration of any DHS FEMA grants Subgrantee receives, including the record retention period. Any changes in regulations, policies, or procedures shall constitute an amendment to this Agreement.

**Limitation of Liability**

The Subgrantee acknowledges that this MOU is intended for the benefit of the Grantee and the Subgrantee and does not confer any rights upon any third parties. Furthermore, the Subgrantee hereby agrees to hold harmless and indemnify Grantee from any actions or claims brought on behalf of any third parties, including those to whom services or materials are provided under any project funded by the DHS FEMA.

**Disclaimer**

In its capacity as the Grantee and state fiduciary of (DHS FEMA) and other federal grant funds, GEMA/HS provides technical assistance to current and potential Subgrantees (collectively referred to as "Subgrantees").

Technical assistance includes the application of specific knowledge to a specific situation in order to address a specific need and as such is not a legal opinion or an endorsement of the Subgrantee's grants management practice. GEMA/HS does not render legal opinions to Subgrantees but rather provides information intended to assist a Subgrantee prudently managing its own grants management program by employing effective methods and sound practices to manage DHS FEMA grants.

Technical assistance and other grants management information provided by GEMA/HS and adopted by the Subgrantee does not serve as GEMA/HS's endorsement of the Subgrantee's grants management practice and does not relieve the Subgrantee of the responsibility of assuring that its grants management practice is in compliance with applicable laws, regulations, and policies as required by the DHS FEMA.

The Subgrantee, by its decision to participate in the GEMA/HS Homeland Security Division grant programs, bears the ultimate responsibility for ensuring compliance with all applicable state and federal laws, regulations, and policies, and bears the ultimate consequences of any adverse decisions rendered by GEMA/HS, DHS FEMA, or any other state and federal agencies with audit, regulatory, or enforcement authority. Throughout the grants management process, GEMA/HS, as the state fiduciary of this federal funding, reserves the right to demand that the Subgrantee complies with all applicable state and federal laws, regulations, and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible.

### **Additional Laws and Policies**

The Subgrantee agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Execution Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990.

The Subgrantee agrees not to discriminate in its employment practices and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Subgrantee or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Agreement.

### **Notices**

All notices and other communications pertaining to this Agreement shall be in electronic format and/or writing and shall be transmitted either by email, personal hand delivery (and receipted for), or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

GEMA/Homeland Security  
Post Office Box 18055  
Atlanta, Georgia 30316  
ATTN: Preparedness Grants and Programs

**Or**

[HSgrants@gema.gov](mailto:HSgrants@gema.gov)

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month, and year first written above.

WITNESSES:

\_\_\_\_\_  
State's Witness

\_\_\_\_\_  
Preparedness Grants and Programs

Deputy Manager

Date:

Telephone Number: (404) 635-7095

\_\_\_\_\_  
Subgrantee's Witness

\_\_\_\_\_  
Chief Elected/Appointed Official

Name a g r e e m e n t i n or Chief Executive Officer

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap here to enter text.

Telephone Number: Click or tap here to enter text.

## Exhibit A

### **Designation of Applicant's Agent**

Provide the information below for 1 primary, 1 alternate (optional), 1 authorized, and 1 financial individual that will be designated as agents. Changes to the below-authorized agents must be communicated to GEMA/HS in the manner as detailed above within fourteen (14) days of such change.

Primary Agent's Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Telephone number: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

Alternate Agent's Name (Optional): Click or tap here to enter text.

~~Title: Click or tap here to enter text.~~

Telephone number: Click or tap here to enter text..

Email Address: Click or tap here to enter text.

Authorized Agent's Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Telephone number: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

Financial Agent's Name: Click or tap here to enter text..

Title: Click or tap here to enter text.

Telephone number: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

I, as Chief Elected or Appointed Official of the Subgrantee am authorized to execute and file an Application for GEMA/HS Homeland Security Division grant program on behalf of the Subgrantee for the purpose of obtaining funding under the Homeland Security Act of 2002 (Public Law 107-296 as amended). The above-named agent(s) is/are authorized to represent and act on behalf of the Subgrantee in all dealings with the State of Georgia on all matters pertaining to the management of grants as required by this MOU.

---

Chief Elected/Appointed Official

---

Date

or Chief Executive Officer

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Telephone Number: Click or tap here to enter text.



**CITY OF MCDONOUGH**  
**2024 City Council Meetings and Workshops Schedule**



**January 2024**

|                        |                               |         |
|------------------------|-------------------------------|---------|
| Organizational Meeting | January 2 ( <i>Tuesday</i> )  | 6:00 PM |
| Council Meeting        | January 16 ( <i>Tuesday</i> ) | 6:00 PM |

**February 2024**

|                 |             |         |
|-----------------|-------------|---------|
| Workshop        | February 1  | 6:00 PM |
| Council Meeting | February 19 | 6:00 PM |

**March 2024**

|                 |          |         |
|-----------------|----------|---------|
| Workshop        | March 7  | 6:00 PM |
| Council Meeting | March 18 | 6:00 PM |

**April 2024**

|                 |          |         |
|-----------------|----------|---------|
| Workshop        | April 4  | 6:00 PM |
| Council Meeting | April 15 | 6:00 PM |

**May 2024**

|                 |        |         |
|-----------------|--------|---------|
| Workshop        | May 2  | 6:00 PM |
| Council Meeting | May 20 | 6:00 PM |

**June 2024**

|                 |         |         |
|-----------------|---------|---------|
| Workshop        | June 6  | 6:00 PM |
| Council Meeting | June 17 | 6:00 PM |

**July 2024**

|                 |                             |         |
|-----------------|-----------------------------|---------|
| Workshop        | July 3 ( <i>Wednesday</i> ) | 6:00 PM |
| Council Meeting | July 22                     | 6:00 PM |

**August 2024**

|                 |           |         |
|-----------------|-----------|---------|
| Workshop        | August 1  | 6:00 PM |
| Council Meeting | August 19 | 6:00 PM |

**September 2024**

|                 |              |         |
|-----------------|--------------|---------|
| Workshop        | September 5  | 6:00 PM |
| Council Meeting | September 16 | 6:00 PM |

**October 2024**

|                 |            |         |
|-----------------|------------|---------|
| Workshop        | October 3  | 6:00 PM |
| Council Meeting | October 21 | 6:00 PM |

**November 2024**

|                 |             |         |
|-----------------|-------------|---------|
| Workshop        | November 7  | 6:00 PM |
| Council Meeting | November 18 | 6:00 PM |

**December 2024**

|                 |             |         |
|-----------------|-------------|---------|
| Council Meeting | December 16 | 6:00 PM |
|-----------------|-------------|---------|

**All meetings will be held at City Hall, 136 Keys Ferry Street, McDonough, GA  
in McKibben Council Chambers on the second floor.**





## 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 |