

CONSENT AGENDA ITEM SUMMARY
March 7, 2024, City Council Workshop
Item Number: 6A



Presented by: Steve Morgan

Water Treatment Plant

ITEM SUMMARY:

Request for authorization to surplus one 2010 Ford F-150 pickup truck from the Water Treatment Plant, VIN# 1FTMF1CW2AKC52554.

SPECIAL CONSIDERATIONS OR CONCERNS:

Any proceeds received will be deposited into the General Fund.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FUNDING SOURCE:

ATTACHMENTS:

OTHER DEPARMENTAL REVIEW NEEDED:

☐ Yes

☒ No

CONSENT AGENDA ITEM SUMMARY

March 7, 2024, City Council Workshop

Item Number: 6B



Presented by: Brian Linton

Technology Services Department

ITEM SUMMARY:

The Technology Services department is seeking approval to pay Microsoft 365 annual renewal maintenance invoice in the amount of \$15,984.40.

SPECIAL CONSIDERATIONS OR CONCERNS:

The City bought 40 subscription licenses for executive employees to start, this has been implemented and a great success

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

This expense was budgeted and approved in the FY 23-24 budget.

FUNDING SOURCE:

Line Item: 100.5.1535.52.1303

ATTACHMENTS:

SHI invoice

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

X__ Finance

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency



Pricing Proposal
Quotation #: 24547648
Created On: 2/27/2024
Valid Until: 4/26/2024

GA-City of McDonough

Brian Linton

GA
United States
Phone: (770) 957-3915
Fax:
Email: blinton@mcdonoughga.org

Inside Account Manager

Lucas DiStefano

290 Davidson Ave
Somerset, NJ 08873
Phone: 888-744-4084
Fax:
Email: Lucas_DiStefano@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft 365 E3 - Subscription license - 1 user - hosted - EA Subscription, Government Community Cloud - All Languages Microsoft - Part#: aad-34704 Contract Name: Georgia Software Contract #: 99999-SPD-SPD0000060-0003 Coverage Term: 4/1/2024 – 3/31/2025	40	\$399.61	\$15,984.40
2 Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: Georgia Software Contract #: 99999-SPD-SPD0000060-0003 Coverage Term: 4/1/2024 – 3/31/2025	40	\$0.00	\$0.00
Total			\$15,984.40

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

CONSENT AGENDA ITEM SUMMARY

March 7, 2024, City Council Workshop

Item Number: 6D



Presented by: City Administrator, Steve Morgan

Facilities & Assets

ITEM SUMMARY:

Request approval for Current Edge Solutions to replace a faulty alternator end on the generator at the Wastewater Treatment Plant. This is considered an emergency repair.

SPECIAL CONSIDERATIONS OR CONCERNS:

The generator will not supply power with the current alternator end, as it has gone bad. Backup power is necessary during a power outage to maintain proper treatment.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

\$22,138.00

FUNDING SOURCE:

Line Item: 100-5.1565.52.2240

ATTACHMENTS:

Proposal by Current Edge Solutions

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency



CURRENT EDGE SOLUTIONS

1 Diamond Causeway #21-225
Savannah, Georgia 31406
912-659-3277

July 25, 2023

City of McDonough
107 Turner Church Road
McDonough, GA 30253
Jeremy Newton
Plant Manager
Wastewater Department
Cell (470) 725-7594
JNewton@McDonoughga.org

Re: Replace Faulty 150 kw Alternator End & Control Board

Attn: Mr. Newton,

Current Edge Solutions is pleased to offer our proposal to provide and replace faulty 150 KW Leroy Sommers Alternator End.

General Scope

Current Edge Solutions is pleased to offer our proposal to provide all labor, equipment, and supervision to replace faulty burnt up alternator end with a new exact replacement 150 kw alternator end from Leroy Sommers. Unit will be re-tapped to 240 volt three phase and load banked once repair is completed. Faulty control board and fuses will also be replaced at time of repair.

Total: \$22,138

Exclusion:

- 1.) Local, State, or Federal Taxes
- 2.) Diesel Fuel
- 3.) Additional Repairs to Generators not on proposal

Respectfully submitted,

David Magdon

(912) 677-0413

Current Edge Solutions
Power Services Division



Electrical
Generating
Systems
Association



Customer Approval: _____

FW: 150 Kw Alternator End Replacement

Jeremy Newton <JNewton@McDonoughGa.org>

Tue 7/25/2023 10:02 AM

To: Steve Morgan <SMorgan@McDonoughGa.org>

Cc: William VonDenBosch <WVondenbosch@McDonoughGa.org>

📎 1 attachments (360 KB)

City of McDonough Olympian 150 KW Alternator End Replacementt Quote.docx;

Good morning. How would you like to proceed with this? Nixon told me they can't even get the part. Should I proceed to add this to the agenda?

From: Dave Magdanz <dave@currentedgesolutions.com>

Sent: Tuesday, July 25, 2023 6:12 AM

To: Jeremy Newton <JNewton@McDonoughGa.org>

Subject: 150 Kw Alternator End Replacement

CAUTION *** This email originated from OUTSIDE of the City of McDonough. Do not click links or open attachments unless you recognize the sender or know the content is safe.

Jeremy,

Attached is the quote to replace the faulty alternator end and control board on the 150 kw generator. Jerry priced out having it re-wound and they were at \$22,000, no labor. I also priced out a new genset in the same configuration with a John Deere engine and it came in at \$71,000 and 40 weeks out. Just some numbers for you to compare. Please let me know if you have any questions or concerns sir.

With Gratitude,



Dave Magdanz
Power Services Group
VP Power Services, Senior Service Engineer
Current Edge Solutions

o. (912) 357-5800

f. (912) 207-7721

c. (256) 443-9192

a: 1 Diamond Cswy, #21-225, Savannah, GA 31406

w: www.currentedgesolutions.com

AGENDA ITEM SUMMARY
March 7, 2024, City Council Workshop
Item Number: 9



Presented by: Chief Ken Noble

Police Department

ITEM SUMMARY:

Request for approval of the purchase and implementation of Brother PocketJet printers and arm rest, to be mounted into all Police fleet vehicles. The installation and purchase will be from West Chatham Warning Devices located in Griffin, GA.

SPECIAL CONSIDERATIONS OR CONCERNS:

The new printers will be used with the New World system that was recently added to the Public Safety Departments. These units will allow Officers to print citations directly from their laptop with the use of the printer and will replace aging units that are currently being utilized throughout our organization.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

(35) Printers, arm rests, labor, and in-car accessories = \$27,982.75

FUNDING SOURCE:

Line Item: 214-5.3210.53.1795 (Red Speed)

ATTACHMENTS:

Quote from West Chatham Warning Devices

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance

WEST CHATHAM WARNING DEVICES2208 GAMBLE RD
SAVANNAH, GA 31405

Quote

PHONE (912) 234-2600
FAX (912) 238-1369Customer No.: MCDONOUGHPI
Quote No.: 97921Quote To: **MCDONOUGH POLICE DEPT**
50 LAWRENCEVILLE ST
MCDONOUGH, GA 30253Ship To: **GRIFFIN INSTALL**
PAUL HONCHARIK 678-782-6351
PHONCHARIK@MCDONOUGHGA.ORG

FAX NUMBER: (678) 414-7814

Date	Ship Via	F.O.B.	Terms	
02/22/2024		Origin	NET 30	
Purchase Order Number		Sales Person		Quote Expires
		MELINDA HAGAN		03/23/2024
Quantity	Item Number	Description	Unit Price	Amount

ADD ON

34	HAV-C-ARPB-1016	Brother PocketJet Printer MT & Arm Rest: Side or Rear Mnt Pedestal (FOR VEHS W/HAVIS CONSOLES MNTED IN THEM)	252.20	8574.80
1	LEM-VHPM-BPJ	Headrest Mount for Brother PocketJet CHEVY TAHOE	297.95	297.95
35	BROT-PJ822	PocketJet 8 2000 dpi Thermal Printer (only) need power & USB-C sold sepearate USB-C LBX106001 POWER CABLE DIRECT LB3692	365.00	12775.00
35	BROT-LBX106001	LBX106001 USB-C CABLE 6' for PJ8 series	19.00	665.00
35	BROT-LB3692	Power Adapter Hard wired 14' *Work w/PJ7 & new PJ8 series	27.00	945.00
35	SHIPPING	Estimated	20.00	700.00
35	SHOPSUPPLY	SHOP SUPPLY FEE (WIRING, LOOM, ETC)	15.00	525.00
35	LABOR	Labor	100.00	3500.00

16 Dodge Chargers
18 - Tah w/havis console
1 tahoe with no console
(SPECIAL ORDERED ITEMS)
(SPECIAL QTY\$\$)

Quote subtotal 27982.75

Quote total 27982.75

Pricing subject to Manufacture price increases

Thank You

AGENDA ITEM SUMMARY
March 7, 2024, City Council Workshop
Item Number: 10



Presented by: Brian Linton, Director

Technology Services Department

ITEM SUMMARY:

Request for approval to implement Genetec surveillance and access control systems at the Public Works building at a total cost of \$27, 590.54.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Public Works Director has requested this system to secure the building and outside facility, so they can see who is coming and going.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

\$ 27, 590.54, to be paid from the Public Works approved budget FY 23-24

FUNDING SOURCE:

Line Item: 100.5.4210.53.1600

ATTACHMENTS:

Net Planner's quote

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

X_Finance

Prepared For:

City Of McDonough
136 Keys Ferry Street
McDonough, GA 30253

Job Site:

City of McDonough
305 Racetrack Rd
McDonough, GA 30252

Proposal Recipients

Brian Linton,

Email

blinton@mcdonoughga.org

Phone

(678) 222-8670

INTRODUCTION

Thank you for the opportunity to provide a proposal for this project. NetPlanner Systems has a long history of successfully completing projects of this scope and magnitude for clients nationwide since our founding in 1987.

As one of the Southeast's leading providers of integrated technology solutions, NetPlanner prides itself in delivering best-in-class solutions and services backed by the most technical and certified employees in the industry. Our expertise includes Communications Cabling, Wireless, Distributed Antenna Systems (DAS), Network Services, Access Control, Video Surveillance, Intrusion, A/V, Paging/Intercom, and Data Center Services. We also offer Intelligent Remote Monitoring & Management as well as service agreements that can be customized to meet your specific needs.

We dedicate our efforts to staying on top of the ever-changing world of communications technology to consistently deliver innovative, high performing systems. Our goal is to provide you with the highest quality solutions and a level of customer service that exceeds your expectations. Our commitment to the success of your technology systems will be evident in every project.

Please do not hesitate to contact me if you have any questions about this proposal. Again, thank you for this opportunity. We look forward to working with you.

SCOPE OF WORK - Video Surveillance - ESTIMATE CC24000971-VSS-E2

Add cameras on front of PW Building

NetPlanner Systems will provide and install 2 x corner-mounted Axis multi-imager cameras on the front of the Public Works Building. These cameras will need to be mounted higher on the corners in order to allow for images to be able to adequately see the gates and entrances over the parking spaces and potential vehicles in these spaces. No recording solution is included. Genetec licensing is included. Cameras will be programmed to record to existing NVR.

SCOPE OF WORK - Access Control - ESTIMATE CC24000971-ACS-E1

Public Works Building Access Control

NetPlanner Systems will install access control on three doors in the Public Works Building.

Door 1 - Front door - Install a new maglock on both leafs of the front door. Includes door contact, motion REX and a mullion mounted card reader.

Door 2 - Exit from office to warehouse by bathrooms - Install an electrified RIM strike with a door contact, motion REX and a wall mounted full size card reader.

Door 3 - Warehouse interior door - Install a new electrified cylindrical lockset with a door contact, integrated REX and wall mounted card reader.

Panel - IDF is upstairs - install a wall mounted 8 door life safety enclosure/power supply with a new cloudlink, LP1502 and MR52.

NetPlanner will program, test and commission all doors. Includes Genetec licensing.

PROPOSAL COST SUMMARY

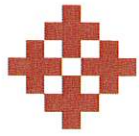
Estimate	Description	Materials	Installation	Services	Total
CC24000971-VSS-E2	Video Surveillance - Add cameras on front of PW Building	\$6,206.14	\$2,277.23	\$1,215.00	\$9,698.37
CC24000971-ACS-E1	Access Control - Public Works Building Access Control	\$10,395.97	\$7,496.20	\$0.00	\$17,892.17
TOTALS:		\$16,602.11	\$9,773.43	\$1,215.00	\$27,590.54

INVOICING AND PAYMENT TERMS

NetPlanner Systems, Inc. will invoice Customer for all materials and for mobilization upon approval of proposal. Customer will be invoiced for labor at the end of the project or at the end of the month, whichever comes first, based upon the percentage of the project completed. The Customer agrees to pay any and all payments according to the payment schedule. Should said payment(s) not be made, or if satisfactory arrangements for payment have not been made, NetPlanner Systems, Inc. reserves the right to stop all work until such time as payment is rendered or satisfactory payment arrangements have been made. Standard payment terms are NET 15 in the absence of a specific payment schedule.

Any required closeout documents, including, but not limited to, as-built drawings, test results, and warranties, will be released to the Customer once 90% of the total project payment has been received by NetPlanner Systems, Inc.

NetPlanner Systems, Inc. operates primarily as a contractor for sales tax purposes. This means all sales tax is paid at the point of purchase of materials and no sales tax may be charged to NetPlanner Systems, Inc. customers.



INCLUSIONS

Pricing includes above-described items by NetPlanner Systems, Inc. and applies to regular business hours unless otherwise stated, Monday – Friday from 7:30 AM - 4:30 PM.

Software updates/upgrades will be performed only on the equipment being installed.

This bid proposal and the pricing within are valid for 30 days.

Due to current market conditions, including raw material shortages and ongoing price volatility in the industry, upon award, NetPlanner will invoice Customer for materials under standard payment terms. NetPlanner will order all materials immediately upon submittal approval or contract acceptance (if submittal is not required). Customer will have the option to store materials in NetPlanner's secure warehouse or on the job site.

NetPlanner is currently experiencing extremely long lead times on certain products. This can cause delay if appropriate action is not taken immediately at the start of the project. Because lead times are out of NetPlanner's control, NetPlanner will not be held responsible for delays due to product lead times.

EXCLUSIONS

Overtime labor is not included in this proposal.

Innerduct (Maxcell fabric, HDPE, microduct, ribbed, or smooth wall) is not included in this proposal unless it is specifically stated in the Scope of Work section of this NetPlanner proposal.

NetPlanner Systems is not responsible for conduit, millwork, or other general construction requirements that provide pathways to provided equipment. This also includes any ceiling reconstruction, i.e. ceiling tile/grid, sheetrock, etc.

NetPlanner Systems is not responsible for any configuration of Customer's network equipment that may impede the completion of the project.

NetPlanner Systems is not liable to the Customer or any third party for any delays, damages or equipment failure caused by any circumstances beyond our reasonable control.

NetPlanner Systems is not responsible for any applicable wall support, network, and power requirements.

GOVERNMENT IMPOSED TARIFFS

This project could be impacted by volatility in market conditions relating to government increases in tariffs. Should the cost of materials used on this project rise based on tariffs, NetPlanner Systems reserves the right to adjust final pricing to reflect the increase.

There is anticipation that costs could increase up to 30% for active equipment based on tariffs. Neither NetPlanner Systems nor any other integrator has any control over these price increases.

CHANGE ORDERS

Changes to the Scope of Work, delays due to site closings, limited access, or other events which the Customer requests will be handled as part of a Change Order. Customer should contact NetPlanner Systems' Project Manager with any requested changes, modifications, or enhancements to the project. NetPlanner Systems' Project Manager will prepare a Change Order which will address scope functionality changes, detail cost implications, and reflect any necessary equipment changes. The Project Manager must receive the signed Change Order before NetPlanner Systems will proceed with any ordering or changes in the project.

Additional labor resulting from a Change Order will be estimated at the time of request. If overtime or weekend work is required, the labor rate will be subject to a 1.5 multiplier. If holiday work is required, the labor rate will be subject to a 2.0 multiplier. The cost of additional materials and labor will be presented for Customer approval prior to commencing work on the Change Order. Additional charges for the changes will be added to the contract price and billed with the next scheduled contract payment.

The completion date shall be adjusted according to the change(s) mentioned above, and the original completion date shall become null and void. Agreements made by the Customer with other vendors or subcontractors on the job are not recognized.

CUSTOMER SUPPLIED ITEMS

All materials supplied by the Customer are to be on site by the specified date in the contract. It is the responsibility of the Customer to ensure that Customer-supplied items are in good and sufficient condition to be installed and that all necessary parts to install such items are present. The Customer bears all responsibilities pertaining to the condition, performance, and warranties of Customer-supplied items. NetPlanner Systems, Inc. shall install Customer-supplied items 'as is' and shall bear no responsibility, either explicit or implied, for the item or for its condition, performance, or warranty.

CUSTOMER RESPONSIBILITIES

To ensure that your project goes smoothly, please implement the following:

- A) Designate one person to be the Customer's point of contact. This person shall be kept informed of the job's progress and shall be provided answers to questions as they arise.
- B) Direct all questions to NetPlanner Systems, Inc.'s designated point of contact. Avoid trying to resolve questions or problems with workers, vendors, or other individuals on or off the job site.
- C) Make any and all changes to the original contract in writing and ensure that a "Change Order" form is completed and signed before those changes are made.
- D) NetPlanner Systems, Inc. shall in no way be held responsible for making the proposed system fully operational in the event that the Customer fails to disclose in explicit written terms the features required of the system and where lack of doing so is the cause for such failure to become operational. If such omissions by any third party or the Customer cause the system to be incomplete and unable to function as expected, it is up to the Customer to provide financial resources to correct such omissions.

QUALITY

All work shall be performed in a good and workmanlike manner per industry standards. All material is guaranteed to be new, unless otherwise specified.

SAFETY

NetPlanner Systems, Inc. shall take all necessary precautions for the safety of persons and the protection of the work and adjoining property. NetPlanner Systems, Inc. shall comply with all applicable provisions of federal, state and local safety laws and building codes including, without limitation, the provisions of 29 CFR 1910.147 (OSHA Lockout/Tagout Standard).

INDEPENDENT CONTRACTORS

The relationship of Customer and NetPlanner Systems, Inc. created by this agreement shall be that of independent contractors and not one of joint venture, partnership, or employment.

During the term of this Agreement and for a period of two (2) years following the date of the termination or expiration of this Agreement (or the date of any subsequent termination of the parties' relationship, whichever is later), Customer covenants and agrees that Customer shall not, directly or indirectly: (i) solicit, recruit, or hire (or attempt to solicit, recruit, or hire) or otherwise assist anyone in soliciting, recruiting, or hiring, any employee of NetPlanner Systems, Inc. who performed work for NetPlanner Systems, Inc. within the last year of Customer's relationship with NetPlanner Systems, Inc. or who was otherwise engaged or employed with NetPlanner Systems, Inc. at the time of termination or expiration of this Agreement and the parties' relationship, or (ii) otherwise encourage, solicit, or support any such employee(s) to leave their employment with NetPlanner Systems, Inc., until such employee's employment with NetPlanner Systems, Inc. has been voluntarily or involuntarily terminated or separated for at least six (6) months. In the event the Customer hires a NetPlanner Systems, Inc. employee, the Customer agrees to compensate NetPlanner Systems, Inc. an amount equal to the employee's minimum annual salary.

DAVIS BACON ACT

NetPlanner Systems, Inc. is compliant with all State, Federal and local labor and employee relations laws including Davis Bacon and Davis Bacon Related Act regulations and guidelines. Based upon Federal guidelines, it is the contracting agency's and/or contractor's responsibility to (a) notify bidders when a project falls under the Davis Bacon Act and/or Davis Bacon Related Act guidelines and (b) provide the Prevailing Wage Determination attached to the contract. NetPlanner Systems, Inc. bids its labor based upon criteria and requirements outlined within the RFP; as such, we will not take into consideration Davis Bacon Act/DBRA wage requirements if it has not been designated within the RFP/bid documents as a requirement. If a contract is awarded and later determined to be a Davis Bacon/Davis Bacon Related Act project, NetPlanner Systems, Inc. will issue a change order for the additional labor costs and/or have the right to cancel the contract based upon the contractor's failure to properly notify bidders of the Prevailing Wage requirements. In some instances, the Prevailing Wage Determination provided within an RFP/bid package does not include an employee classification matching the specialized skills required of our employees. Under these circumstances, our quote is based upon the prevailing wage rates for our classification, in the project's specific geographic location. In addition, should the contract be awarded to our company, we would need to submit an SF1444 requesting a wage conformance to include a worker classification for Telecommunications / Voice / Data / Video technicians.

FEDERAL SUBCONTRACTOR STATUS

If applicable, the parties hereby incorporate the requirements of 41 CFR §§60 1.4 (a) (7), and 29 CFR Part 471, Appendix A to Subpart A.

If applicable, this contractor and subcontractor shall also abide by the requirements of 41 CFR § 60 300.5 (a) and 41 CFR § 60 741.5 (a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

BUILDING CODES

All work performed under this agreement shall comply with applicable building codes. Any additional work required by the Building Department beyond the agreement of this contract is not the responsibility of NetPlanner Systems, Inc.

ASBESTOS AND OTHER HAZARDOUS MATERIALS

It is the obligation of the Customer to determine if the structure covered by this contract contains asbestos and/or other hazardous materials. This proposal and contract does not include any provision (neither monetary provisions nor time-schedule provisions) to cover the unforeseen hazards or additional work necessitated by removal of asbestos and/or other hazardous materials. If asbestos and/or other hazardous materials are discovered after work is already in progress, and if the asbestos and/or other hazardous materials represent a changed condition from those described in the plans and specifications, then NetPlanner Systems, Inc. shall be entitled to additional compensation and an increase in time for completion of the project.

EXISTING CONDITIONS

NetPlanner Systems, Inc. makes no representation of existing conditions and assumes no responsibility of condition for any of the Customer's equipment that may or may not be relocated or affected by NetPlanner Systems, Inc.'s work.

HIDDEN DEFECTS

It is acknowledged that hidden defects, faulty wiring, or other defective components of existing systems may need to be updated or replaced in order to properly complete the above-quoted work, and further acknowledged that the expense, if any, will be the responsibility of the Customer.

PATHWAYS

All conduits installed by others are assumed to be passable. NetPlanner Systems, Inc. is not responsible for repairing or replacing pathways installed by others.

Any conduits routing below foundation grade must be identified by the Customer so that NetPlanner Systems, Inc. can properly specify outdoor rated cable. Failure to identify such conduits will result in cable being replaced at additional cost to Customer. Indoor cable routing below foundation grade will not be warranted by NetPlanner Systems, Inc.

LIENS

NetPlanner Systems, Inc. retains the right to file a mechanic's lien and will not indemnify Customer and/or Lessee against all claims or liens filed by NetPlanner Systems, Inc. Indemnity shall include costs and attorneys' fees.

FINANCE CHARGES

Any contract payment or invoice amount not paid by the due date shall be considered delinquent and shall bear interest at the rate of one and one-half percent (1 1/2%) per month on the outstanding balance. If steps shall be taken, whether by suit or otherwise, to collect any sum including interest which has become delinquent, the Customer agrees to pay all costs thereby incurred, including any reasonable collector's fees, attorney fees, and court costs.

INDEMNITY AND LIABILITY

NetPlanner Systems, Inc.'s obligation to indemnify Customer or any other party shall be limited to the extent the loss, cost, expense, claim or demand for which indemnification is sought (i) arises out of or results from the negligence of NetPlanner Systems, Inc., its employees and subcontractors, and (ii) arises out of bodily injury (including death) or damage to tangible property of third parties. The indemnity shall not be interpreted to make NetPlanner Systems, Inc. liable for the negligence of any other party, nor for loss or damage to property or existing facilities of the Customer at or near the site of the Work. NetPlanner Systems, Inc. shall not be liable for any special or consequential damages, loss of profits, interest penalties or fines. Customer must make written demand for indemnity promptly after a claim is made against it.

NetPlanner Systems, Inc. absolves itself of any liability due to omissions or failures to perform by any engineering firm, consultant or other party engaged by the Customer. NetPlanner Systems, Inc. shall in no way be held responsible for making the proposed system fully operational if faulty design from any party not hired by NetPlanner Systems, Inc. is the cause for such failure to become operational.

WARRANTY

NetPlanner Systems, Inc. hereby guarantees that the work shall be free from defects in labor for one (1) year from the date of completion of the project. NetPlanner Systems, Inc.'s liability for breach of warranty or failure or defect in performance of the Contract shall be limited to re-performing corrective services of the type originally performed by NetPlanner Systems, Inc. with its own forces, beginning at final completion and continuing for twelve (12) months thereafter, provided NetPlanner Systems, Inc. receives written notice of defective work within the warranty period. Materials and active hardware are warranted as specified by individual manufacturers and not by NetPlanner Systems, Inc.

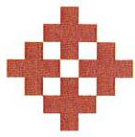
NetPlanner Systems, Inc. will exchange any defective equipment at no labor cost for a period of 30 days. After 30 days, the Customer is responsible for exchanging defective equipment. NetPlanner Systems, Inc. can install exchanged equipment on a time and materials basis.

NetPlanner Systems, Inc. reserves the right to repair or replace defective items and will not compensate others for repair or replacement services.

ACKNOWLEDGEMENTS

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, representations, commitments, understandings or agreements between the parties, either written or oral. This Agreement shall not be changed or modified by any oral agreement or any other agreement unless the same is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. If NetPlanner Systems, Inc.'s proposal is made a part of this Agreement and said proposal contains any terms or conditions inconsistent with the terms and conditions of this Agreement Form, then this Agreement Form shall govern.

ACCEPTANCE



NetPlanner Systems, Inc. is hereby authorized to perform the work as specified. Payment shall be made as outlined above. Customer agrees this proposal constitutes in its entirety all that will be provided by NetPlanner Systems, Inc. Customer's signature certifies acceptance of the terms and conditions set forth in this proposal and posted at www.netplanner.com/termsandconditions.

If this proposal is distributed by e-mail, then replying to such e-mail with the subject or message "I Accept" or any request by the Customer for NetPlanner Systems, Inc. to begin work on this project will constitute full acceptance of the terms and conditions set forth in this proposal and posted at www.netplanner.com/termsandconditions.

Customer

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

NetPlanner Systems, Inc.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

AGENDA ITEM SUMMARY
March 7, 2024, City Council Workshop
Item Number: 11



Presented by: Andrew Baker

Community Development Department

ITEM SUMMARY:

The request for Case #231203 (Jones Petroleum Co.) is to rezone property from C-2 (Central Commercial) with conditions per ORD #03-08-4001A to C-3 (Highway Commercial) for a gas station with a drive-thru restaurant. The address of the subject property is 1726 Hwy 20 W., Parcel #076-0101100 and is in the 4th Council District (Kam Varner).

SPECIAL CONSIDERATIONS OR CONCERNS:

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

- 2/13/2024 Municipal Planning Commission Workshop
- **3/7/2024 City Council Workshop**
- 3/12/2024 Municipal Planning Commission Public Review
- 3/18/2024 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, departmental comments are pending.



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

MEMORANDUM

February 2, 2024

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 #231203

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

Applicant: Mike Horne for Jones Petroleum Fuel Center

Request: Rezoning of C-3 (Highway Commercial) to allow for a fuel station with a drive thru fast-food restaurant.

Zoning History: **C-2 (Central Commercial) w/conditions per ORD # 03-08-4001A**

Tax-Parcel ID#: 076-01011000

Address: **1726 Hwy. 20 W.**

Tract Size: 2.46 +/- acres

Location: Land Lot(s) 192 & 193 of the 7th District

Infrastructure: Water & Sewer Service: Henry County Water Authority
Electrical Service: Georgia Power
Telephone: AT & T
Cable: Comcast

Attachments:

Jones Petroleum Company, Inc.

264 Alabama Boulevard

P.O. 710

Jackson, Georgia 30233

10-6-2023

Mr. Andrew Baker, Director

City of McDonough

Community Development

136 Keys Ferry St.

McDonough, GA 30253

RE: Letter of Intent for Rezoning Application for property at 1726 Hwy 20 West, 2.46 +/- acres in the City of McDonough.

Mr. Baker,

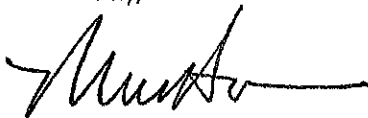
Please accept this Letter of Intent on behalf of Jones Petroleum Company, Inc. We are requesting Rezoning from C-2 to C-3 for the above mentioned property at 1726 Hwy 20 West in the City of McDonough.

We are proposing a fuel center with a fast food restaurant and drive thru window on approximately 2.46 acres at the northwest corner of Hwy 20 West and Nail Rd.

Proposed start of construction would be early 2024 after rezoning is secured, and completion of the project projected to be prior to the end of 2024.

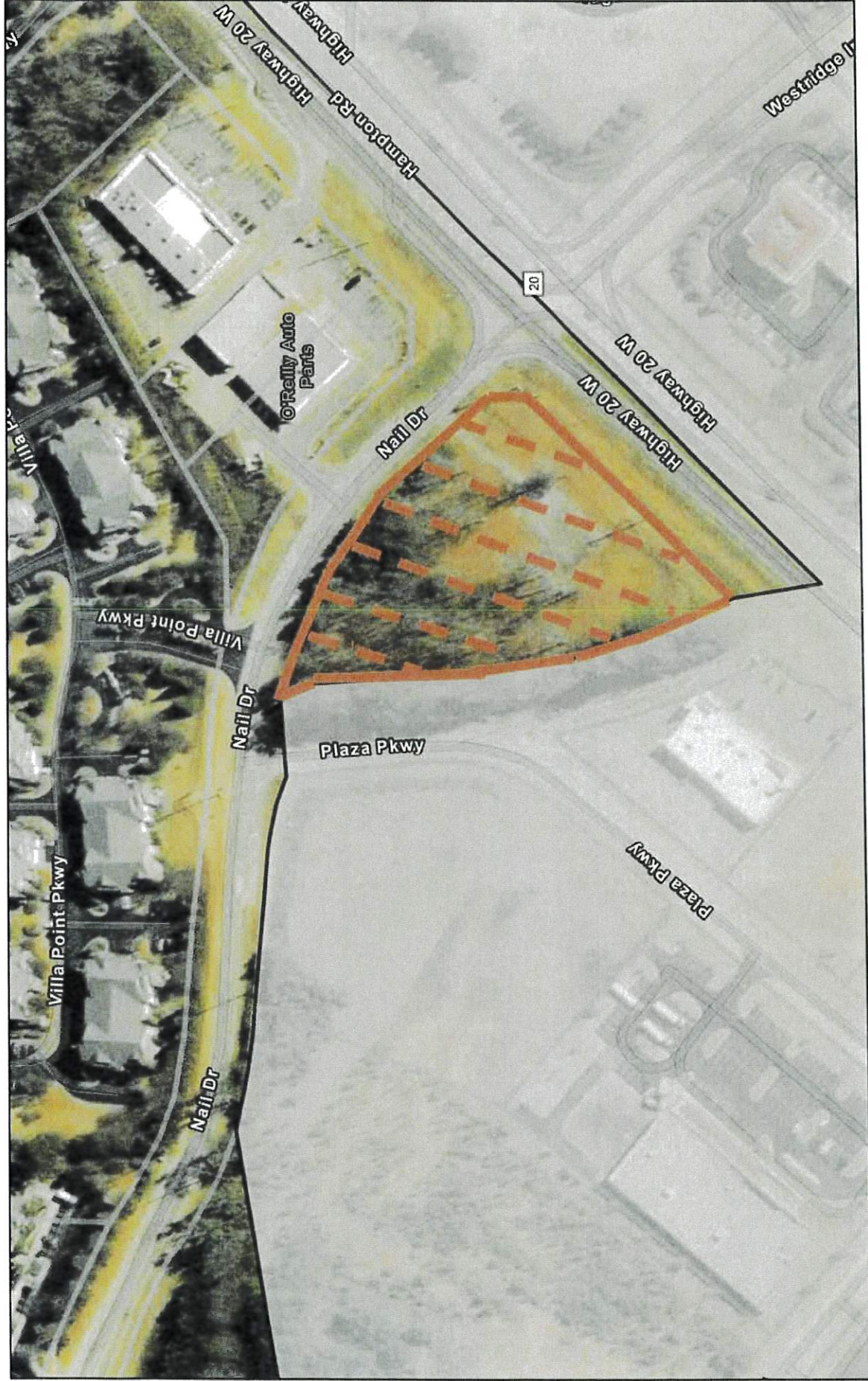
We have attached a conceptual site plan. We thank you for your consideration in this matter, and we respectfully ask for your approval of this request.

Sincerely,



Mike Horne, Project Manager, Jones Petroleum, Inc.

McDonough GIS



1/29/2024, 11:23:52 AM

Parcels Streets

City Limits Outside City

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Esri Community Maps Contributors, Henry County, GA, © OpenStreetMap.

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community | Esri Community Maps Contributors, Henry County, GA, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METINASA, USGS, EPA, NPS, US Census

PROJECT #	B23065
BOUNDARY SURVEY	
DRAWN BY	PWE
CHECKED BY	TLAKKE
SCALE	1" = 60'
DATE	10/19/2013
SHEET: 1 OF 1	

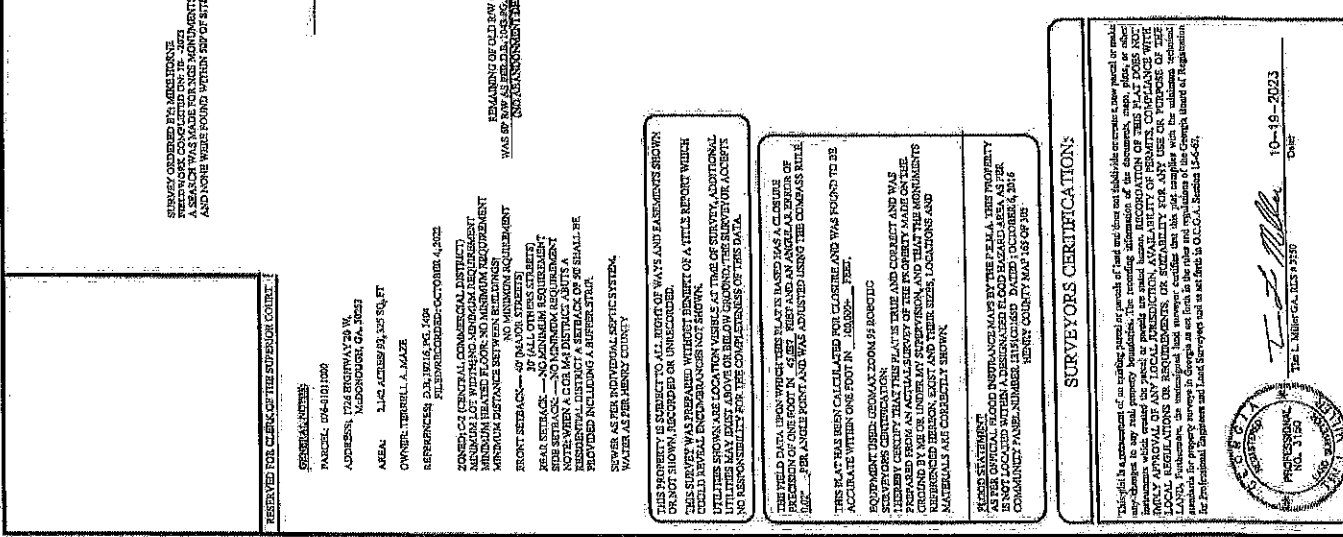


Figure 1 shows a plot of the function $f(x) = \frac{1}{1+x^2}$ for $x \in [-10, 10]$. The function is symmetric about the y-axis, with a maximum value of 1 at $x=0$ and approaching 0 as $|x|$ increases. The plot is shown in a coordinate system with x and y axes ranging from -10 to 10.

PL1.1

22148

02/20/2021

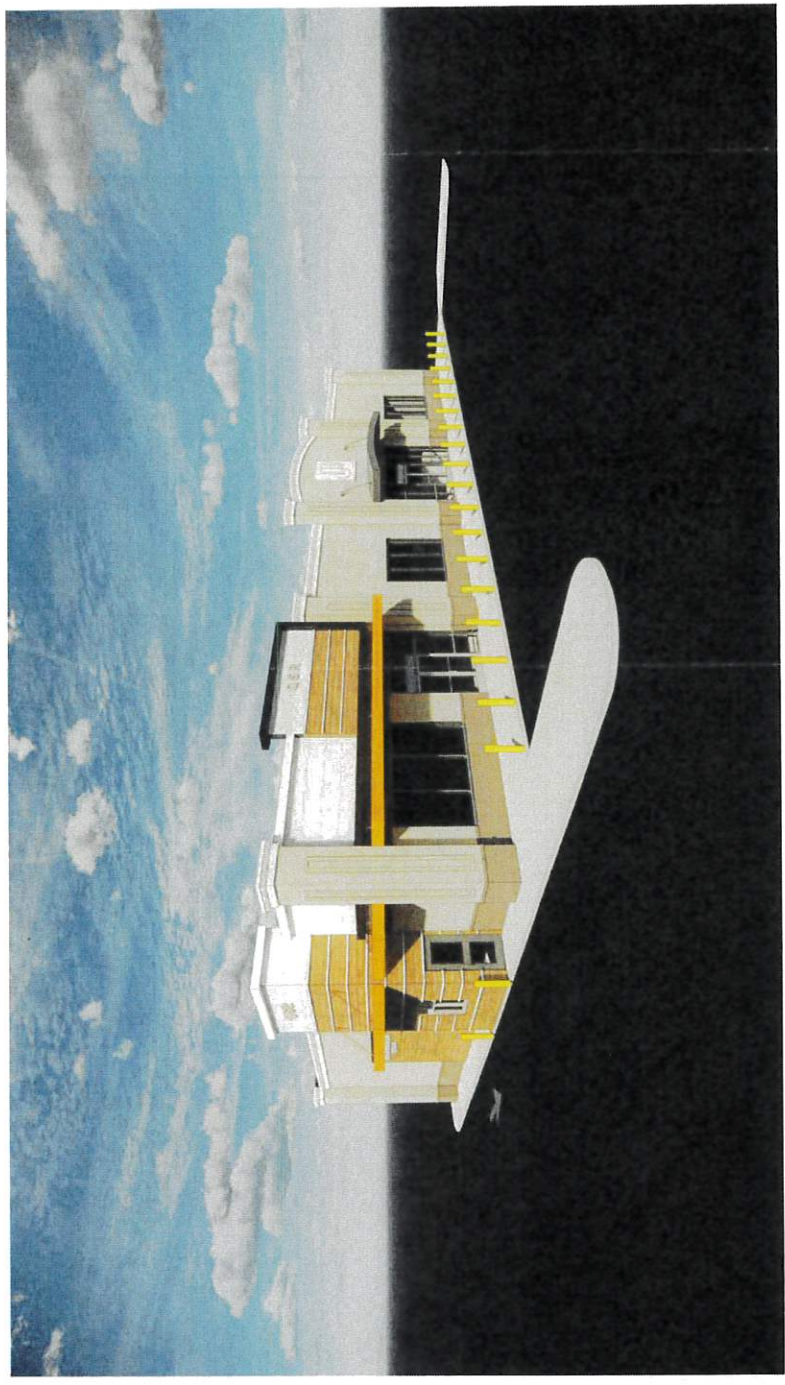
C-STORE & QSR RENDERING

DATE	02/20/2021
TIME	10:00 AM
LOCATION	JACKSON, GA 30233
PROJECT	JONES PETROLEUM FUEL CENTER
CLIENT	JP DESIGN & CONSTRUCTION LLC
ARCHITECT	ROBERTSON LOIA ROOF ARCHITECTS & ENGINEERS

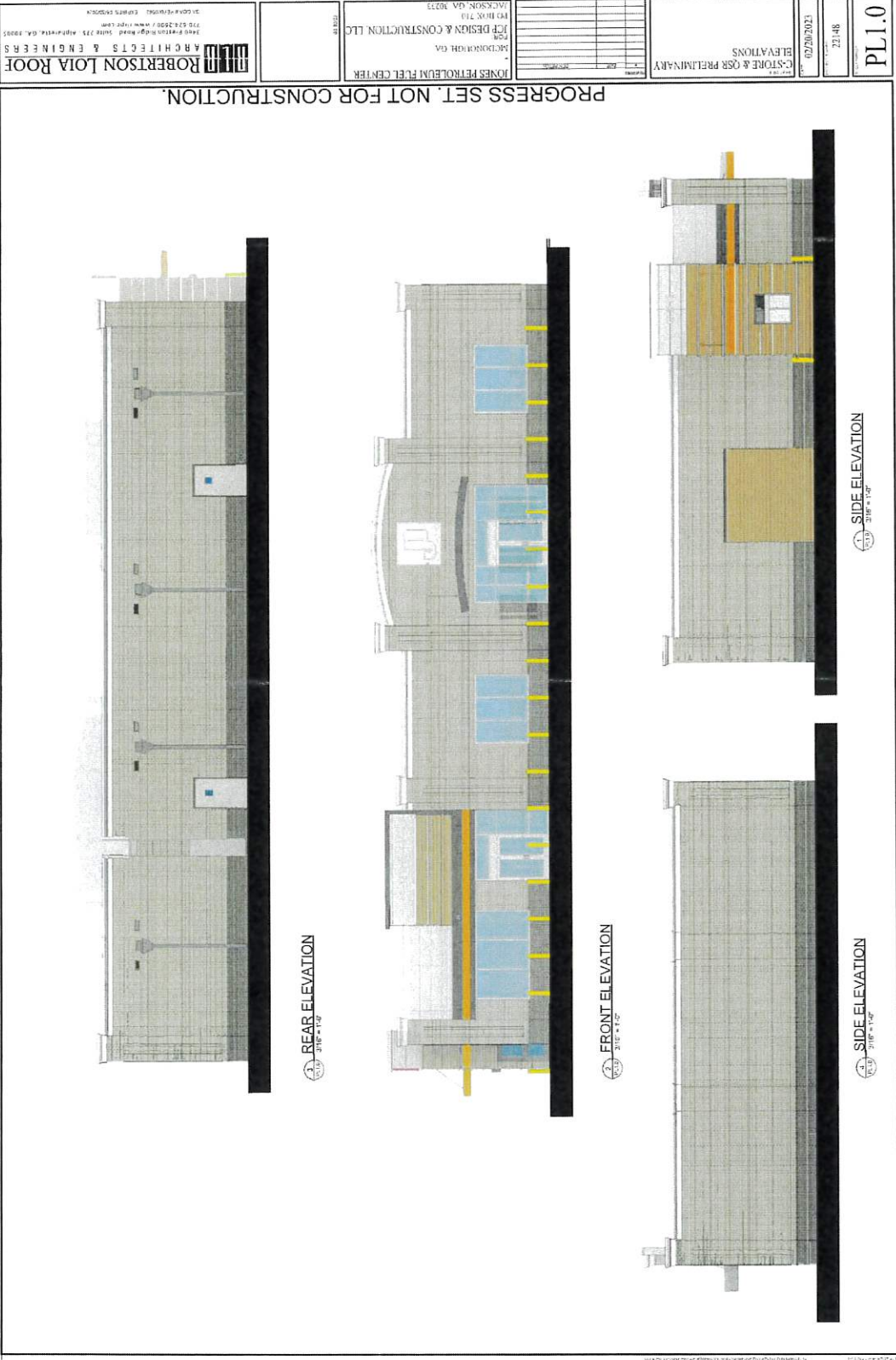
JONES PETROLEUM FUEL CENTER
JACKSON, GA 30233
JP DESIGN & CONSTRUCTION LLC
MACDONOUGH, GA

ARCHITECTS & ENGINEERS

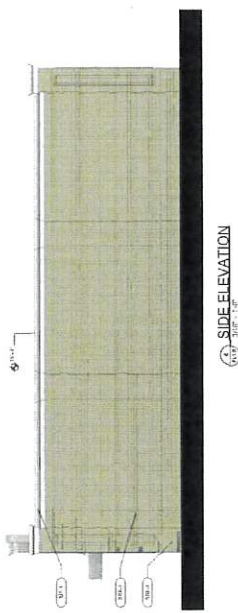
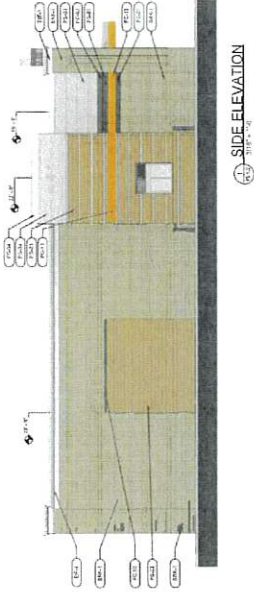
ROBERTSON LOIA ROOF
ARCHITECTS & ENGINEERS
770-424-2400 / 770-424-2401
10000 WOODBRIDGE LANE, SUITE 200, ALPHARETTA, GA 30009



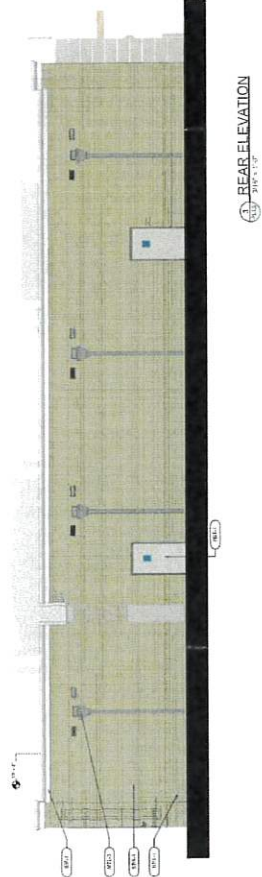
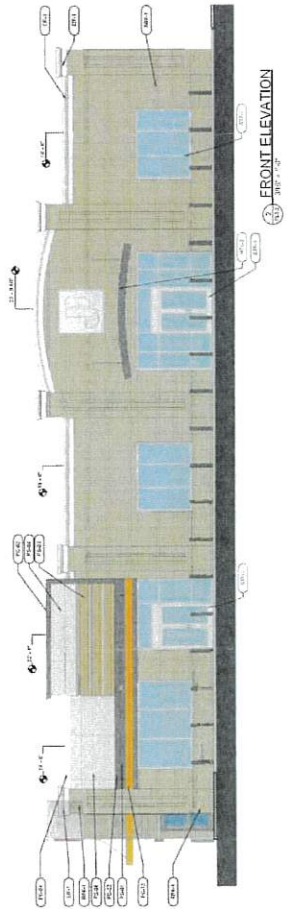
PROGRESS SET, NOT FOR CONSTRUCTION.



PROGRESS SET, NOT FOR CONSTRUCTION.



Task	Start Date	End Date	Duration	Predecessor	Successor
Task 1	1/1/2020	1/1/2020	1		
Task 2	1/1/2020	1/1/2020	1		
Task 3	1/1/2020	1/1/2020	1		
Task 4	1/1/2020	1/1/2020	1		
Task 5	1/1/2020	1/1/2020	1		
Task 6	1/1/2020	1/1/2020	1		
Task 7	1/1/2020	1/1/2020	1		
Task 8	1/1/2020	1/1/2020	1		
Task 9	1/1/2020	1/1/2020	1		
Task 10	1/1/2020	1/1/2020	1		
Task 11	1/1/2020	1/1/2020	1		
Task 12	1/1/2020	1/1/2020	1		
Task 13	1/1/2020	1/1/2020	1		
Task 14	1/1/2020	1/1/2020	1		
Task 15	1/1/2020	1/1/2020	1		
Task 16	1/1/2020	1/1/2020	1		
Task 17	1/1/2020	1/1/2020	1		
Task 18	1/1/2020	1/1/2020	1		
Task 19	1/1/2020	1/1/2020	1		
Task 20	1/1/2020	1/1/2020	1		
Task 21	1/1/2020	1/1/2020	1		
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Task 71	1/1/2020	1/1/2020	1		
Task 72	1/1/2020	1/1/2020	1		
Task 73	1/1/2020	1/1/2020	1		
Task 74	1/1/2020	1/1/2020	1		



AGENDA ITEM SUMMARY
March 7, 2024, City Council Workshop
Item Number: 12



Presented by: Andrew Baker

Community Development Department

ITEM SUMMARY:

The request for Case #**240101** (Merganser Court Self Storage Facility) is to obtain a Special Use Permit (SUP) to allow a climate controlled self-storage facility. The current zoning is C-3 (Highway Commercial) with conditions per ORD #12-11-19002(Z). The address of the subject property is 11 Saras Bend (Parcels #107-01034014 & #107-01034012) in the 3rd Council District (Scott Reeves).

SPECIAL CONSIDERATIONS OR CONCERNS:

Said application is to be processed following schedule herein:

- 2/13/2024 Municipal Planning Commission Workshop
- **3/7/2024 City Council Workshop**
- 3/12/2024 Municipal Planning Commission Public Review
- 3/18/2024 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 DEPARMENTAL REVIEW NEEDED:

Yes, comments are pending.



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MEMORANDUM

February 2, 2024

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 #240101

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

Applicant: Merganser Enterprise, Inc. for Merganser Court @ Lake Dow Storage Facility

Request: **Special Use Permit to allow for a multistory climate controlled storage facility.**

Zoning History: C-3 (Highway Commercial) w/conditions per ORD #12-11-19002(Z)

Tax-Parcel ID#: 107-01034015 & a portion of 107-01034012

Address: **11 Saras Bend**

Tract Size: 2.2656 +/- acres

Location: Land Lot(s) 153 of the 7th District

Infrastructure: Water & Sewer Service: City of McDonough
Electrical Service: Georgia Power
Telephone: AT & T
Cable: AT & T

Attachments:

Special Use Permit Application

Letter of Intent

Location: Merganser Court at Lake Dow
Proposed Use: Multistory Climate Controlled Self Storage
Size: 108,800 sf

Merganser Enterprises, Inc, is submitting and requesting approval of a Special Use Permit to allow the development of multi-story climate-controlled storage facility on Lot #4 within the "Merganser Court at Lake Dow" commercial subdivision previously developed by applicant. The subdivision was originally designed as a commercial subdivision, with strict architectural controls to maintain the quality of materials, design and application, lighting, and landscaping to provide a master planned development to expand and continue the development of the adjacent Publix anchored shopping center known as Paradise Shoppes at Lake. The applicant was also involved in the adjacent development of partner for Paradise Development Group, Inc, who originally developed the adjacent shopping center. Similar architectural controls were applied and maintained on that project, as well, including a significant landscape strip, which included white fence and stone columns, which is now required as part of an overlay district, which requires similar landscaping standards on surrounding projects on both sides of SR81.

The intention of the applicant is to develop a multi-store storage facility with three stories above grade and one floor below grade to be compliant with maximum height limitations required in the C-3 – Commercial Hwy District zoning. The facility is designed to provide the appearance and design of a Class A commercial office development, which more of vertical feel versus horizontal design typically associated with the facilities in suburban areas. Additionally, window glazing and architectural features were added to provide the appearance of commercial office campus setting which compliments both in terms of quality, design and materials, utilized the existing adjacent retail uses including Publix, Truist Bank, Walgreens, Chick Fil-A, Starbucks, Peachtree Immediate Care and Taco Bell.

The total size is approximately 108,000 square feet, which comparable to typical suburban multi-story storage facilities. It includes 28,100 sf on the third floor and 26,900 sf on the remaining two floors and basement. The building has an inset loading area on the west side of the building, which reduces the square footage of the remaining floors and basement.

Additionally grade loading, with cover canopy, is also provided on the east side of the building, as well.

The project will be developed on Out Lot #4 in the rear of the commercial subdivision and provide somewhat of a buffer to the noise and traffic associated with typical neighborhood retail developments. In addition, to maintain the 50' buffer requirements to adjacent residential developments, there will be no vehicular traffic behind the project, with limited security lighting to minimize any adverse impacts on the neighborhood. There is an existing 10 -12foot earthen berm that was originally constructed with this project on an offside grading easement on property now part of the Symphony Park development. It is my understanding that this berm will stay. Additionally, there was extensive landscaping and fencing originally installed by the developer, consisting of 8' cedar fence and 2 staggered row of leyland cypress trees, which are now approximately 30 - 35 feet tall, for the benefit of the residents of Sara's Bend.

The original development of Merganser Court of Lake Dow, with boulevard entrance originally designed to provide for a larger monument sign to provide exposure for Outlot #4, that shall complement the existing standard monuments signage that has been installed and maintained by retail users on front parcels. Please see the attached sign exhibit attached here to.

The beauty of this development is that every else around it and/or in front of has already been developed, and I believe with the architectural and landscaping that we have been able to maintain, should that we and hopefully the City of McDonough and surrounding communities are very proud of. The initial phase of the Publix anchored shopping center started with original conversations with Harold McGarity almost 25 years ago, at which point he indicated that he felt there was a need for a Publix anchored shopping center on the east side of McDonough. The Shoppes of Lake Dow (Publix) has become one of the most successful retail developments on the east of McDonough and has spurred several additional quality developments, including our project "Merganser Court at Lake Dow" over the last 20-25 years.

With that I am humbly requesting approval for the above reference Special Use Permit, to allow the development of the proposed multi-story climate-controlled storage facility with the same quality, design, exteriors material and finishes utilized for the adjacent retail uses within the master planned commercial subdivision known "Merganser Court at Lake Dow.

Special Use Permit Application

Impact Statement

Merganser Court at Lake Dow – Multistory Climate Controlled Self Storage – 108,800 sf

- **Potential Adverse Impacts of Traffic**

- The proposed use is a very non-intensive parking and traffic use, probably limited to less than a total 10 – 25 trips per day. The proposed use should have a limited impact on traffic, especially given the location of the proposed project in the rear of the commercial subdivision with direct access to SR81, via Merganser Court Boulevard, Lake Dow Rd extension and Sara's Bend.

- **Potential adverse Impacts on storm drainage**

- The proposed site is included in a commercial subdivision known as "Merganser Court at Lake Dow" and was designed and developed with common infrastructure, including roads, lighting, landscaping, and master retention. The master retention pond was designed to meet the capacity needs for all four original individual parcels, including Out Parcel #4.

- **Potential Impacts on surrounding land vales**

- The proposed development would have a positive impact on adjacent commercial development due to its desired use, limited impact on traffic, architectural style of the building which will be designed to compliment the architectural integrity of the overall commercial development to provide and enhance the master planned feel of both Merganser Court at Lake Dow, along with the adjacent existing Publix anchored shopping center.

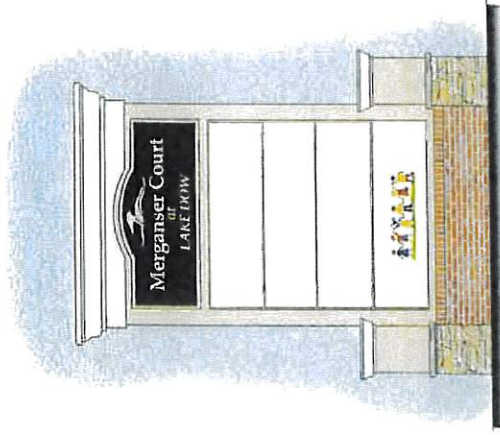
The proposed development would have a limited impact on existing residential development of Sara's Bend due to elevation and grade change and the extensive landscaping and fencing that was installed along the boundary of the adjacent residential. In addition, there is an exiting berm, which is approximately 10' -12' along the rear boundary of the property next to the new townhome to be

- **Adequacy of Landscaping Plans**

- Although a landscaping plan was not provided, the landscaping will be in keeping with extensive landscaping that is provided on the other retail uses along the front of the commercial subdivision, including Chick Fil-A, Starbucks & Taco Bell.

- **Adverse Impacts on public health, safety and welfare of the surrounding neighborhoods**

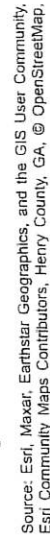
- None; there would be no storage of hazardous substances, vehicles and nothing manufactured or serviced on site. Adverse impact to safety should be very limited due to controlled access to these facilities at all times.



Proposed Hwy 81E Primary Monument Sign Elevation

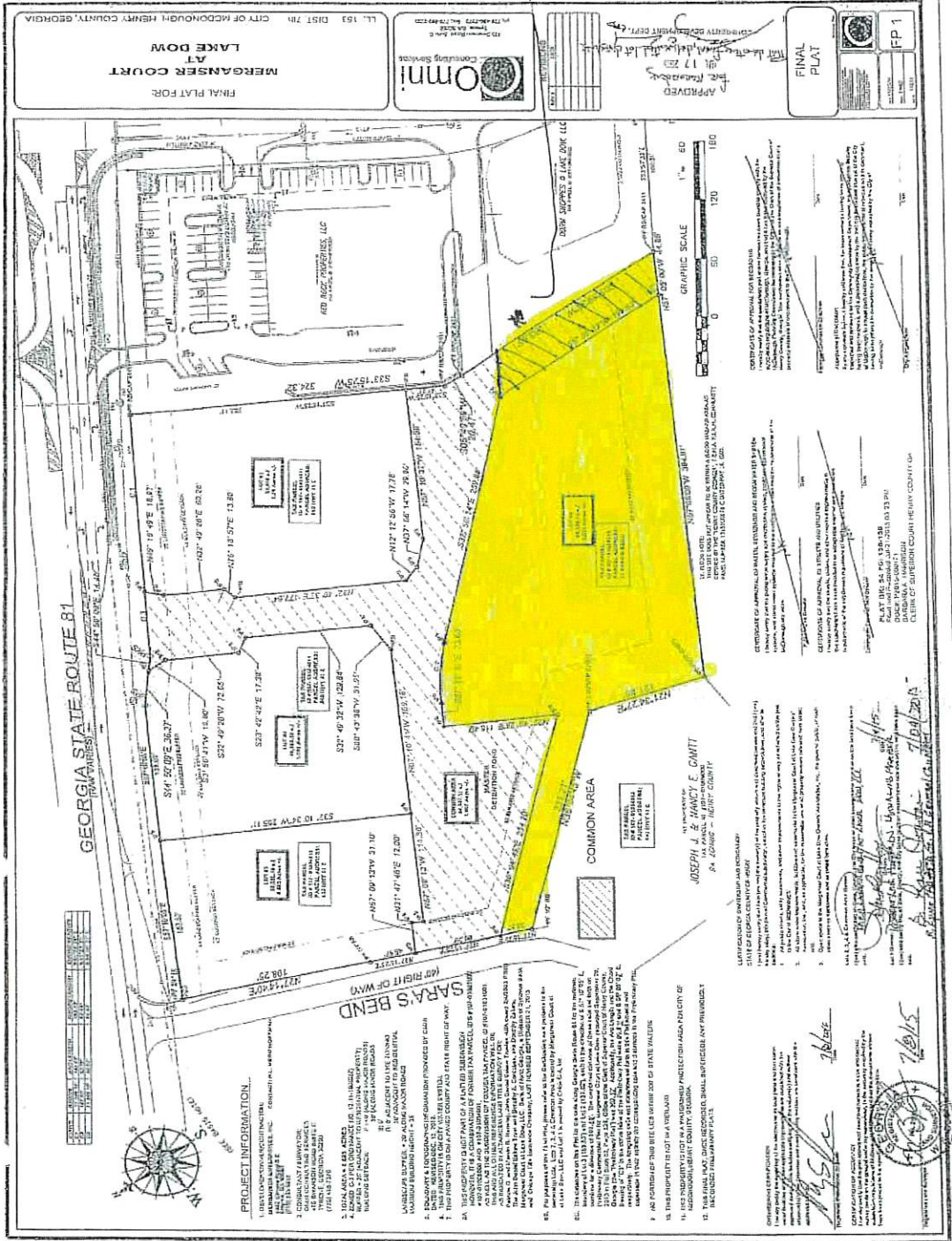

 Merganser

☐ City Limits
☐ Outside City
☐ Streets
☐ Parcels



Source: Esri, Maxar, Earthstar Geographics and the GIS User Community | Esri Community Maps Contributors, Henry County, GA, © OpenStreetMap contributors, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc., MET/NASA, USGS, EPA, NPS, US Census Bureau

PERSONAL OR THE COMPANY
 AREA TRAVEL # 157-0103412
 EX (HARRIS # 255-44) STATE
 BE RESUBMITTED AND NOT
 INCLUDED IN OUTLET #4
 PURSUANT TO REFERENCE.
 ADDRESS ADDRESSMENT.



Merganser Court at Lake Dow

CLIMATE CONTROLLED SELF-STORAGE

(OFF#4-220000)

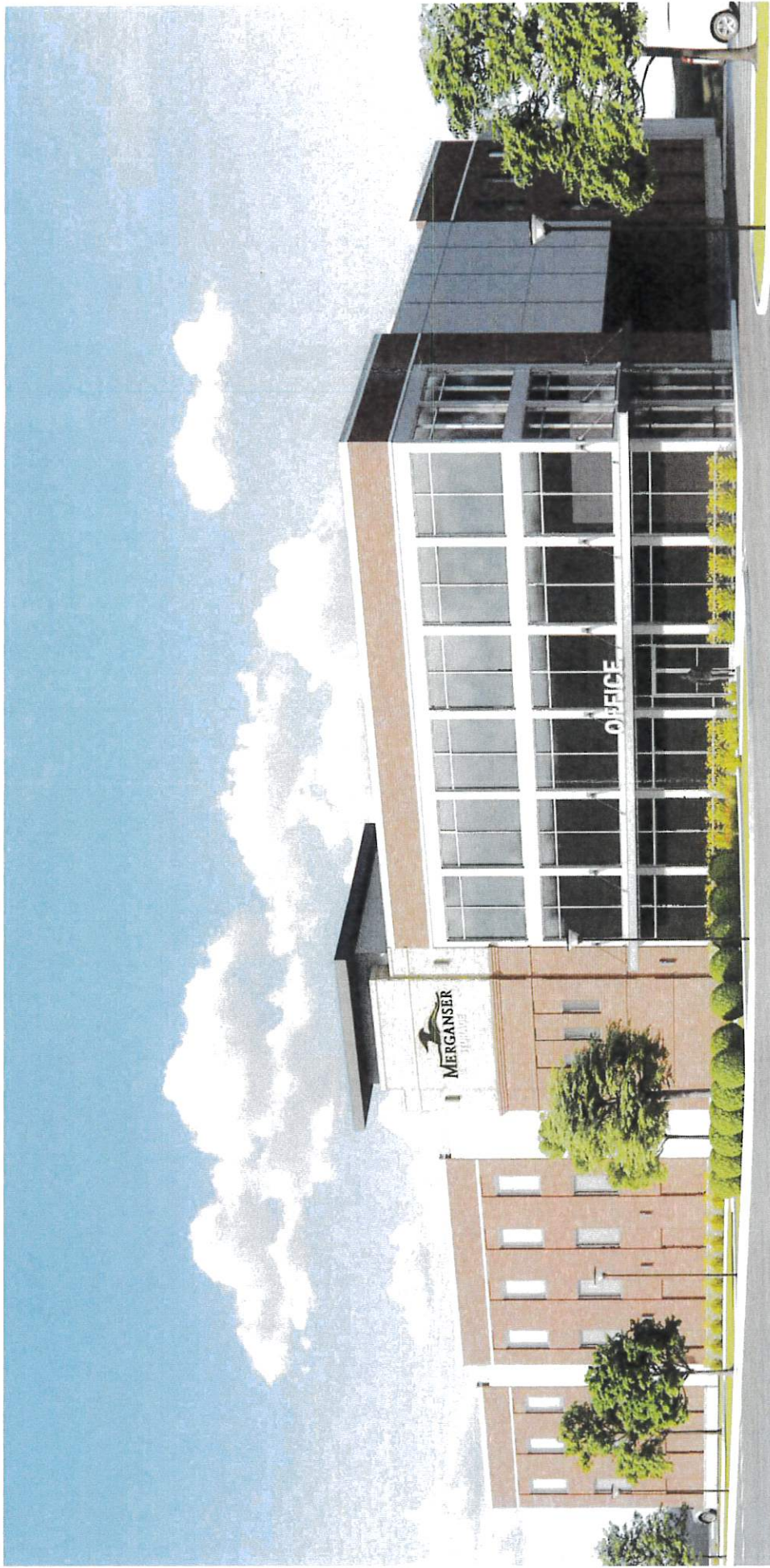




MERGANSER STORAGE AT LAKE DOW



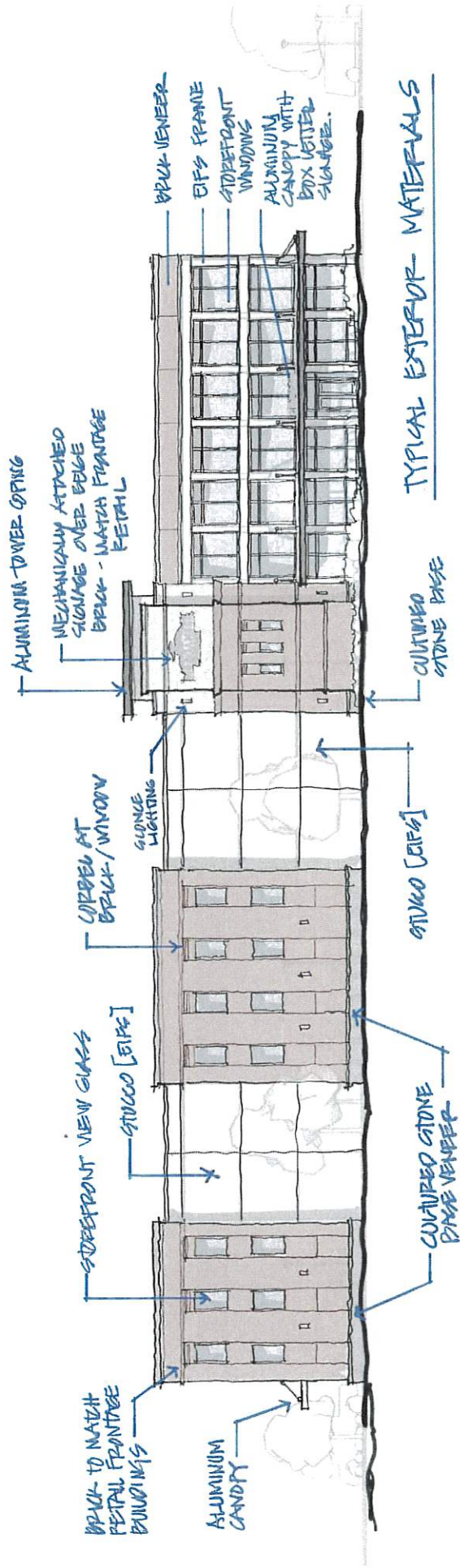
MERGANSER STORAGE AT LAKE DOW



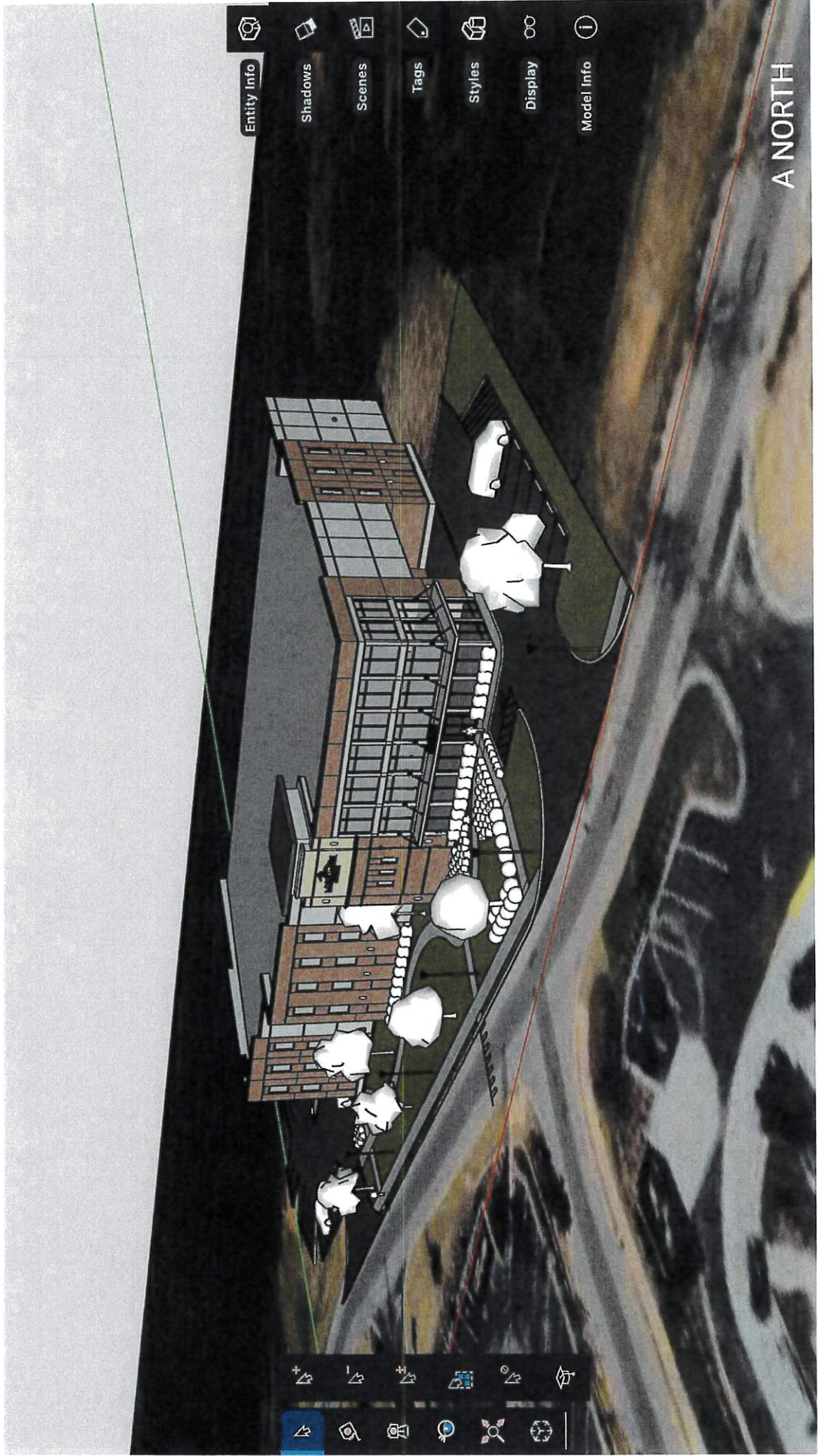
MERGANSER STORAGE AT LAKE DOW

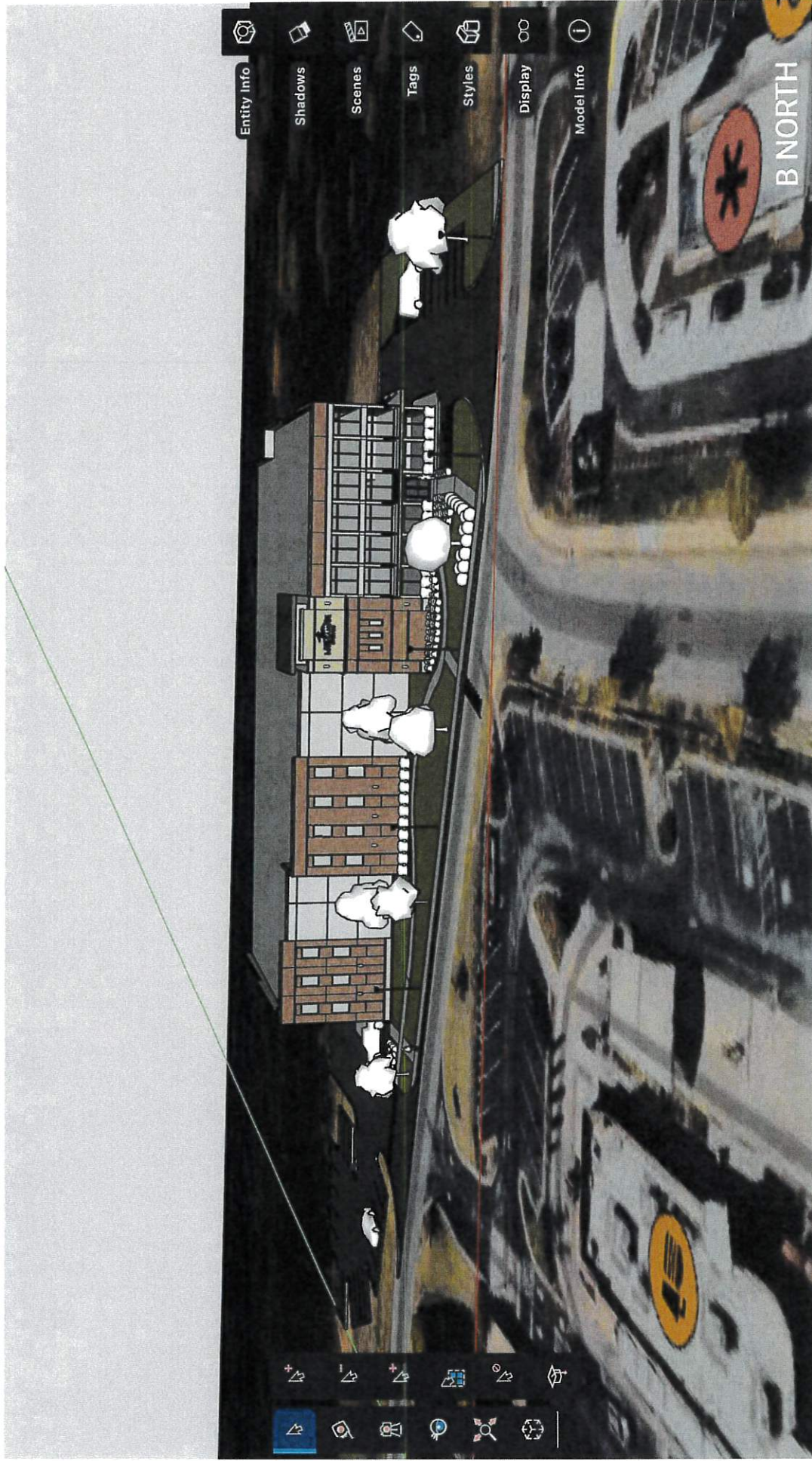


MERGANSER STORAGE AT LAKE DOW



MERGANSER STORAGE AT LAKE DOW

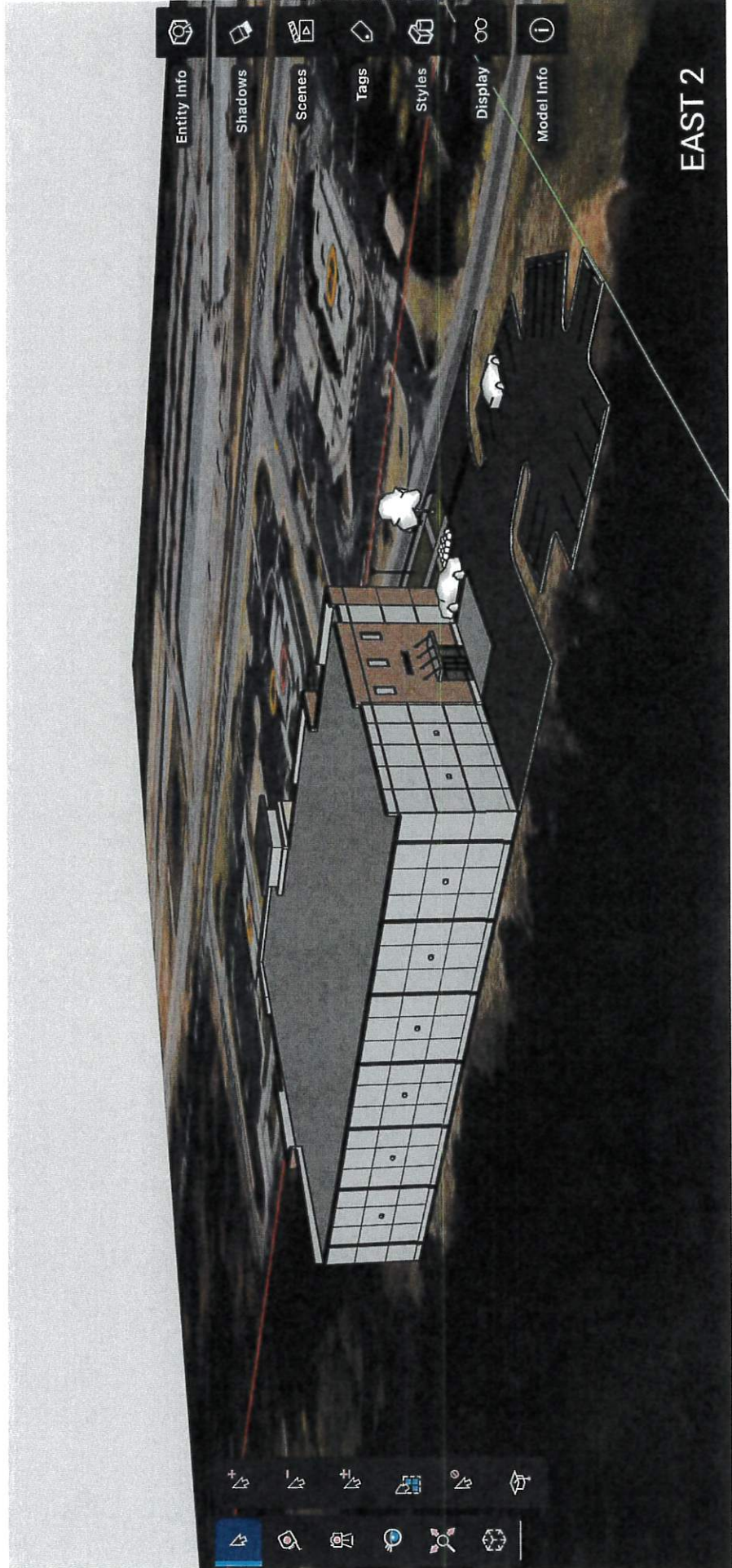




MERGANSER STORAGE AT LAKE DOW



MERGANSER STORAGE AT LAKE DOW



MERGANSER STORAGE AT LAKE DOW



MERGANSER STORAGE AT LAKE DOW



MERGANSER STORAGE AT LAKE DOW

STATE OF GEORGIA
CITY OF MCDONOUGH

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 5 OF THE CITY OF MCDONOUGH,
GEORGIA, CODE OF ORDINANCES TO ALLOW TO-GO COCKTAIL SALES IN
ACCORDANCE WITH SENATE BILL 236 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, Title 5, Chapter 5.24, of the City Code of Ordinances provides regulations governing the sale and service of alcoholic beverages in the City;

WHEREAS, in May 2021, Governor Kemp signed Senate Bill 236 into law (See O.C.G.A. § 3-3-11);

WHEREAS, Senate Bill 236 allows for the sale of mixed drinks for off-premises consumption with purchase of food from an appropriately licensed restaurant;

WHEREAS, the City Council desires to amend the City Code of Ordinances to allow for the to-go sales of mixed drinks as allowable by, and in accordance with, Senate Bill 236;

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 5, Chapter 5.24, Article III, Division 1, of the City of McDonough Code of Ordinances, is hereby amended by adding 5.24.313 - Off-premises consumption in approved containers, to read as follows:

TITLE 5 - BUSINESS LICENSES AND REGULATIONS

CHAPTER 5.24 - ALCOHOLIC BEVERAGES

ARTICLE III - REGULATIONS

**DIVISION 1 - REGULATIONS FOR ALL ESTABLISHMENTS AND OTHER
PROPERTY OPEN TO THE PUBLIC**

5.24.313 - Off-premises consumption in approved containers.

If an eating establishment holds a valid license to sell beer, wine and/or distilled spirits for on-premises consumption, it shall be authorized to sell unopened containers of beer, wine and/or mixed drinks (in accordance with the regulations of O.C.G.A. § 3-3-11) for carry-out or curbside pickup for consumption off-premises.

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 February, 2024.

ATTEST:

CITY OF MCDONOUGH, GEORGIA:

Christy L. Taylor, City Clerk

Sandra Vincent, Mayor

APPROVED AS TO FORM:

Emilia C. Walker, City Attorney

**INTERGOVERNMENTAL AGREEMENT
BETWEEN HENRY COUNTY AND THE CITY OF MCDONOUGH**

This Intergovernmental Agreement ("IGA") is entered into on this ____ day of _____, by and between Henry County, Georgia, a political subdivision of the State of Georgia, (hereinafter, "County" and the City of McDonough, also a political subdivision of the State of Georgia, (hereinafter, "City").

RECITALS

- WHEREAS,** Jonesboro Road from I-75 to Rosebud Lane is located within the City limits of McDonough and within the County limits; and
- WHEREAS,** Henry County is applying for federal transportation funds for the resurfacing of Jonesboro Road in response to a solicitation by the Atlanta Regional Commission; and
- WHEREAS,** Jonesboro Road from I-75 to Rosebud Lane is located thirty-six percent (36%) within the City limits of McDonough, and sixty-four percent (64%) is located within the County limits; and
- WHEREAS,** the City and the County desire to both contribute financially to the resurfacing of Jonesboro Road; and
- WHEREAS,** the estimate for the resurfacing cost is \$5,000,000; and
- WHEREAS,** the federal transportation funds require a twenty percent (20%) local match; and
- WHEREAS,** if Jonesboro Road resurfacing is awarded federal transportation funds by the Atlanta Regional Commission, the City of McDonough shall be responsible for 36%, and Henry County shall be responsible for 64% of the above-mentioned 20% local match, by execution of this Intergovernmental Agreement; and

NOW, THEREFORE, in consideration of the mutual benefits to both parties, it is hereby agreed as follows:

ARTICLE I: DUTIES

A. County's Duties:

1. The County agrees to provide the bid specifications and bid letting for the Work.
2. The County shall enter an agreement with a contractor to perform the requisite construction for the remediation and resurfacing of Jonesboro Road.
3. The County agrees to handle prior local resident work notification within their respective county as they deem appropriate.

B. City's Duties

1. The City shall pay to the County seventy percent (36%) of the monthly amounts invoiced to the County for the Project. The County shall submit to the City monthly invoices evidencing the City's monthly share of any invoiced Project costs.
2. The City agrees to handle prior local resident work notification within their respective city as they deem appropriate.

ARTICLE II: AMENDMENT

Either party may initiate a request for modification to the Agreement. Such modifications shall be in writing. This agreement constitutes the entire agreement between the parties, and actions by parties other than those identified or designated within the Agreement, shall not serve to bind, or incur liability on behalf of either party.

ARTICLE III: NOTICE

Official notices and correspondence to the County shall be delivered in person, transmitted by regular mail or by certified mail, postage prepaid to the following:

Henry County
Attention: Cheri Matthews
County Manager
140 Henry Parkway
McDonough, GA 30253

Official notices and correspondence to the City shall be delivered in person, transmitted by regular mail or certified mail, postage prepaid to the following:

City of McDonough
Attention: Steve Morgan
City Administrator
136 Keys Ferry Street
McDonough, GA 30253

ARTICLE IV: GENERAL CONDITIONS

- A. Entire Agreement: This agreement constitutes the sole agreement between the parties. No representations oral or written, not incorporated herein, shall be binding to the parties.
- B. Severability: In the event any provision of this agreement is held to be unenforceable for any reason, the remainder of the agreement shall be in full force and effect and enforceable in accordance with its terms.
- C. Georgia Law Governs: This agreement shall be governed by and construed and enforced in accordance with the laws of Georgia.
- D. Venue: This agreement shall be deemed to have been made and performed in Henry County, Georgia. For the purpose of the venue, all suits or causes of action arising out of this agreement shall be brought in the courts of Henry County, Georgia.

IN WITNESS THEREFORE, parties have hereunto set their hands and affixed their seals the
_____ day of _____, 20__.

Henry County, Georgia

City of McDonough, Georgia

Carlotta Harrell, Chair
Board of Commissioners

Sandra Vincent, Mayor
City of McDonough

ATTEST:

ATTEST:

Stephanie Braun
Clerk of Commissioners
(Affix County Seal)

Christy Taylor
City of McDonough
(Affix City Seal)

APPROVED AS TO FORM:

Serena Nowell
Henry County Attorney