

AGENDA ITEM SUMMARY
March 6, 2025, City Council Workshop
Item Number: 9



Presented by: Bill Spivey

Community Development Department

ITEM SUMMARY:

The request for Case # **240903 (Hardeman property)** is for an annexation and rezoning. The subject property is located at 705 Tomlinson St. and further recognized as Tax Parcel ID #122-02061000 and a portion of Parcel 122-02059000 consisting of a total of 16.45 +/- acres and lies within District 3 (Scott Reeves). The current zoning within the County is RA (Residential Agricultural); the proposed zoning is R-75/R-85 (Single-Family Residential).

SPECIAL CONSIDERATIONS OR CONCERNS:

Said application is to be processed following schedule herein:

- 2/11/2025 Municipal Planning Commission Workshop
- **3/06/2025 City Council Workshop**
- 3/11/2025 Municipal Planning Commission Public Review
- 3/17/2025 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.



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 3, 2025

TO: City and County Reviewing Agencies
CC: Municipal Planning Commission Members
FROM: Tina Tebo, Planning Technician
SUBJECT: Initial Review of Proposed Petition(s) Request – Case #240903

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

Applicant: Andy Welch on behalf of the PulteGroup, Inc. for the Hardman property.

Request: To annex and rezone property to R-75/R85 (Single-Family Residential)

Zoning History: RA (Residential Agricultural) – *COUNTY*

Tax-Parcel ID: #122-02061000 & a portion of Parcel #122-02059000

Address: 705 Tomlinson St.

Tract Size: 16.45 +/- acres

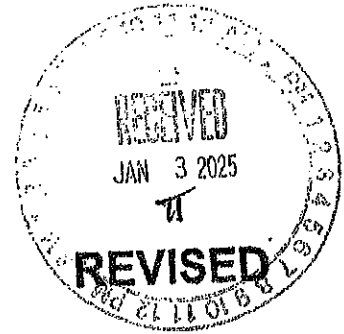
Location: Land Lot(s) 120 of the 7th District

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

Attachments:

December 31, 2024

VIA E-MAIL: ttebo@mcdonoughga.org
Tina Tebo
City of McDonough Community Development
136 Keys Ferry Street
McDonough, Georgia



RE. Letter of Intent for Annexation and Rezoning Application
16.45 acres located at 705 Tomlinson Street, McDonough, Georgia 30252
Tax Parcel ID # 122-02061000 and portion of 122-02059000 ("Subject Property")

Dear Tina:

Please accept this Letter of Intent to accompany the application for annexation and rezoning of the Subject Property. PulteGroup, Inc. is the applicant of this request.

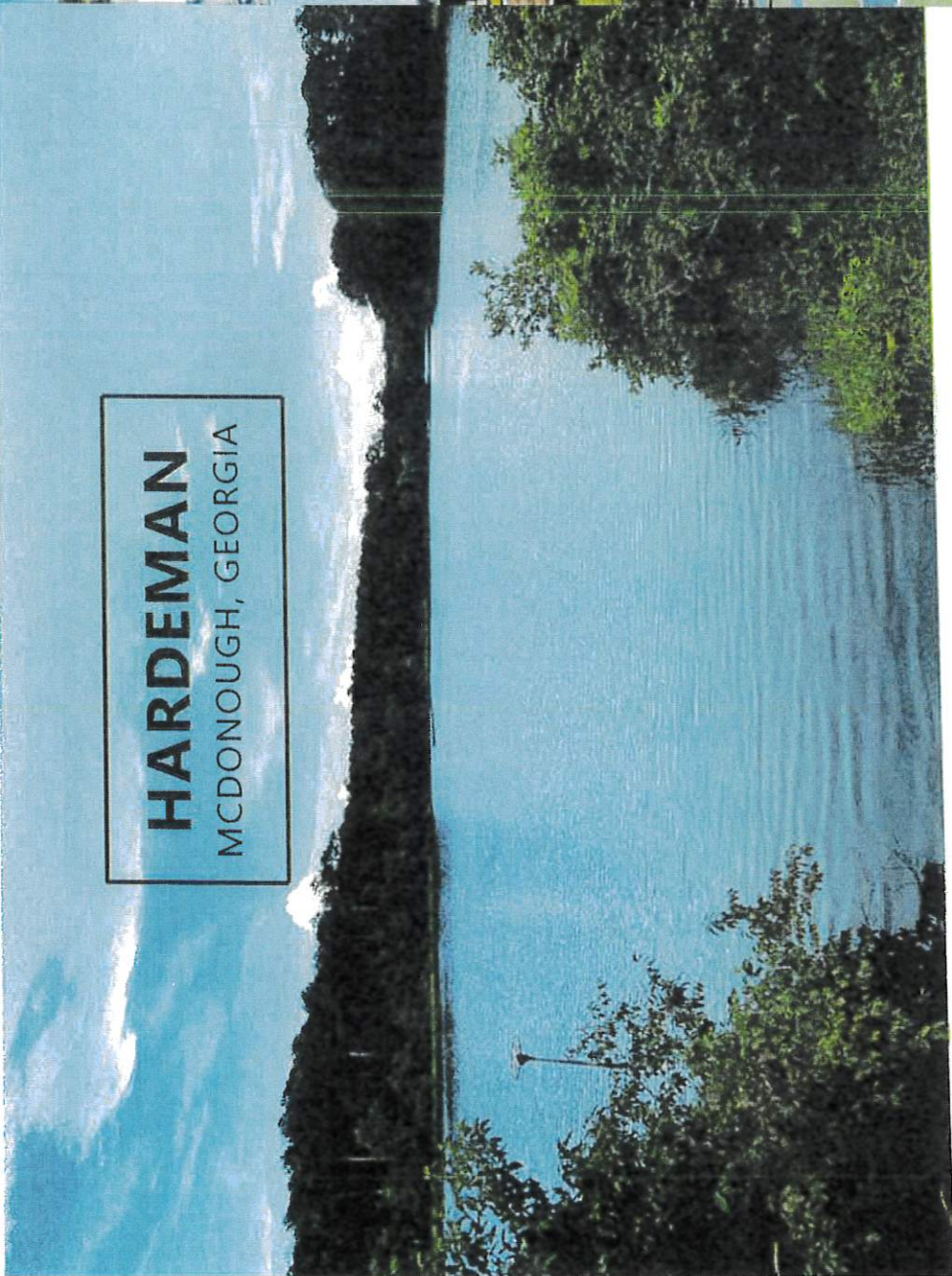
I write to request an annexation of the Subject Property into the City of McDonough and a rezoning from R-A (Henry County designation) to R-75/R-85 for the purpose of a subdivision. Smith, Welch, Webb & White will represent PulteGroup, Inc. in this request.

Sincerely,

Rick Martin
PulteGroup, Inc.



PRODUCT BOOK



HARDEMAN - ACTIVE ADULT (AGE TARGETED)

Mainstay, Mystique,
Palmary, Prestige,
Prosperity, The Distinctive
Series house plans are great
for those who like flexible
space or to host guests.
These single-story house
designs offer large walk-in
closets as well, spacious 2
car garages, and much
more.



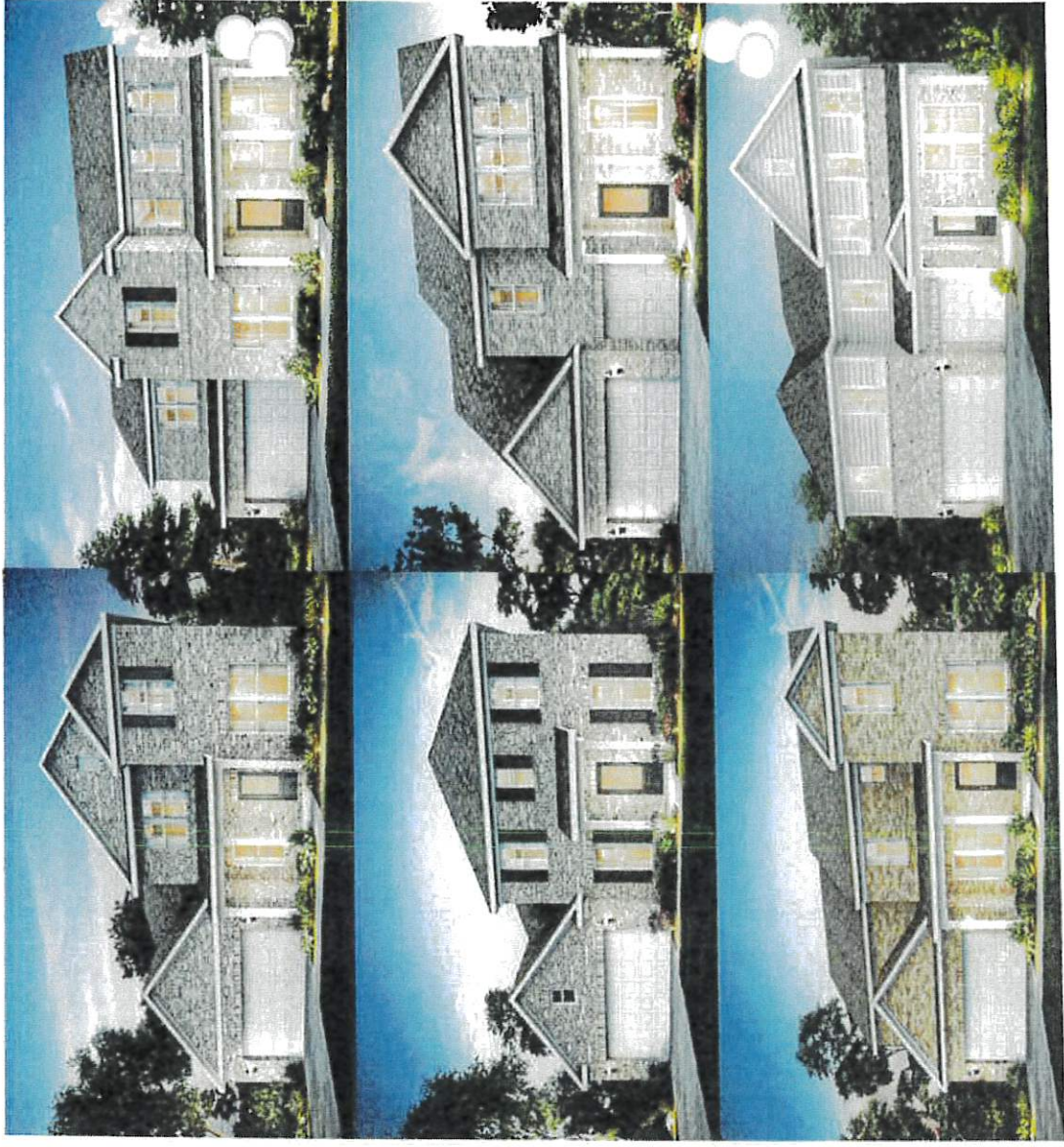
HARDEMAN - ANDERSON POINT

Aspire, Hartwell, Hampton,
Mitchell, Pennington, The
Summit series offers a
collection of single-family
homes that are perfect for a
new or growing family or
even first-time homeowners.
Featuring flexible options
and plenty of dining and
gathering



**HARDEMAN –
ANDERSON POINT**
(Cont'd)

Willard, Braddock, Frazier, Liston, Tunney Dempsey, The Estates series of single-family homes is perfect for growing families featuring spacious bedrooms, lofts for secondary living spaces and 3rd car garage options.



ABOUT US

PulteGroup, Inc. is an American residential home-construction company based in Atlanta, Georgia, United States. As of 2023, the company is the third-largest home-construction company in the United States based on the number of homes closed. In total, the company has built over 775,000 homes.



**BUILT
—TO—
HONOR®**

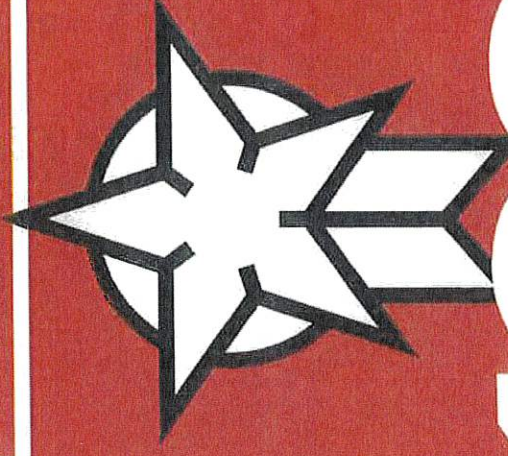


**PULTE
GROUP**

In gratitude for their patriotism and sacrifice, PulteGroup's Built to Honor® program has given more than 60 military families a new, mortgage-free home.



FORTUNE



BEST COMPANIES

TO WORK FOR® 2024

THANK YOU

Rick Martin

770-883-0402

Rick.Martin@Pulte.com

www.Pulte.com

PRODUCT INFORMATION (DISTINCTIVE SERIES)

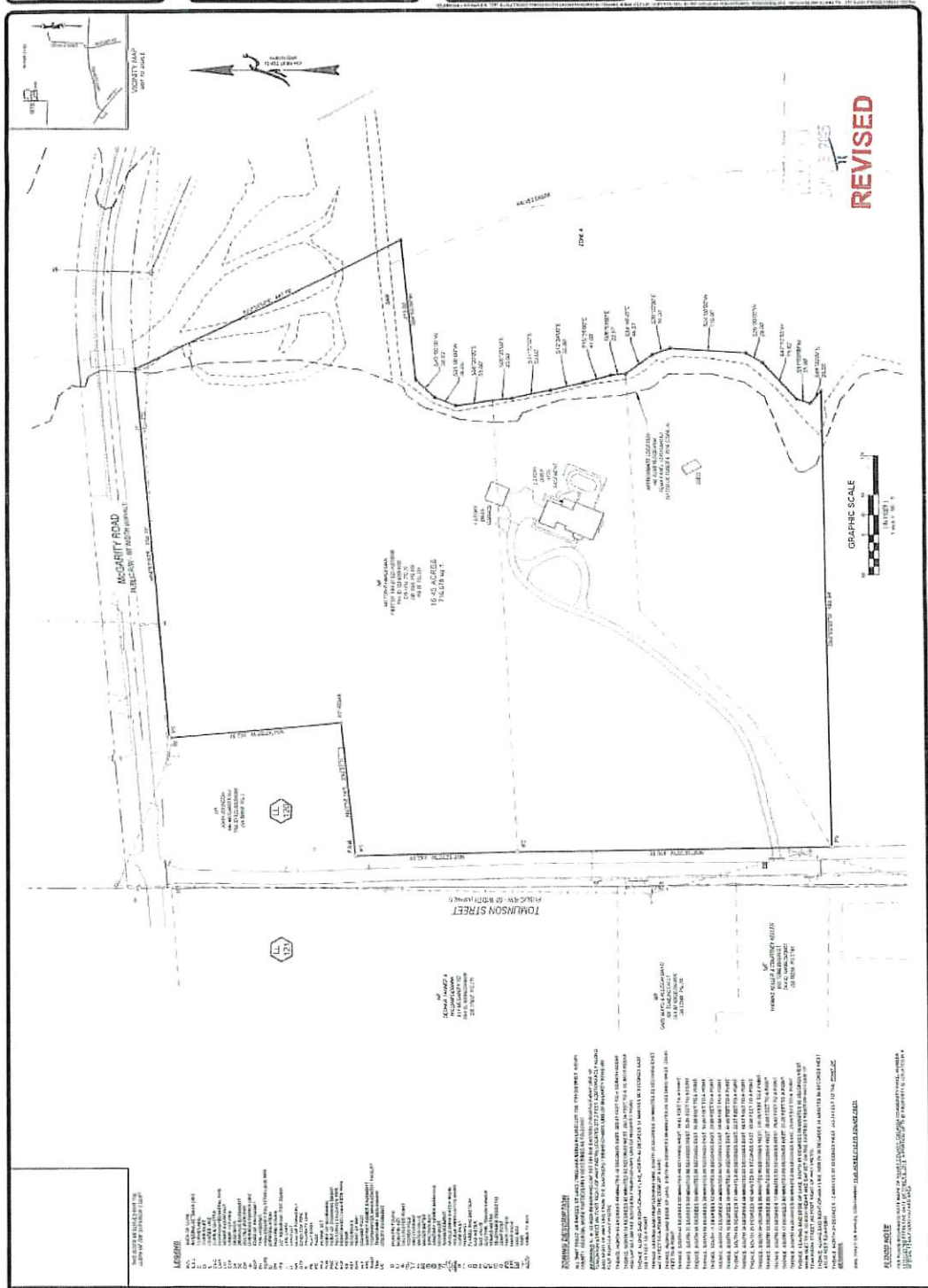
Plan Name	Bed/Bath/Garage	Square Foot Min	Popular Options
Prosperity	2-3 / 2-3 / 2	1,600+	Sunroom, Flexible Laundry Layouts
Mystique	2-5 / 2-3 / 2	1,809+	Loft with Bed/Bath
Palmary	2-3 / 2-3 / 2	1,858+	Screened in Patio, Glass Sliding Doors
Mainstay	2-4 / 2-3 / 2	1,872+	Loft with Bed/Bath
Prestige	2-3 / 2.5-3.5 / 2	1,987+	Sunroom, Extended Screened in Patio

PRODUCT INFORMATION (SUMMIT SERIES)

Plan Name	Bed/Bath/Garage	Square Foot Min	Popular Options
Aspire	3 / 2.5 / 2	2,390+	Upstairs loft, Fireplace
Hartwell	3 / 2.5 / 2	2,474+	Covered Lanai
Hampton	4 / 2.5 / 2	2,622+	Downstairs Flex, Covered Lanai
Mitchell	4-5 / 2.5-3 / 2	2,956+	Lanai, Owner's Bath
Pennington	4-6 / 2.5-4.5 / 2	3,251+	Screened in Porch ⁸

PRODUCT INFORMATION (ESTATE SERIES)

Plan Name	Bed/Bath/Garage	Square Foot Min	Popular Options
Willard	4 / 2.5-3 / 2	2,809+	Main floor Owner's Suite
Braddock	4-5 / 3.5-4 / 2	3,109+	Oversized closets, walk-in pantry
Frazier	4-5 / 3.5-4 / 2	3,361+	First Floor Bedroom
Liston	4-5 / 3.5-4 / 2	3,361+	Owner's Suite Spa bath
Tunney	4-5 / 3.5-4 / 3	3,694+	Covered Patio
Dempsey	5-6 / 3.5-4 / 3	3,922+	Formal Dining Room ₃

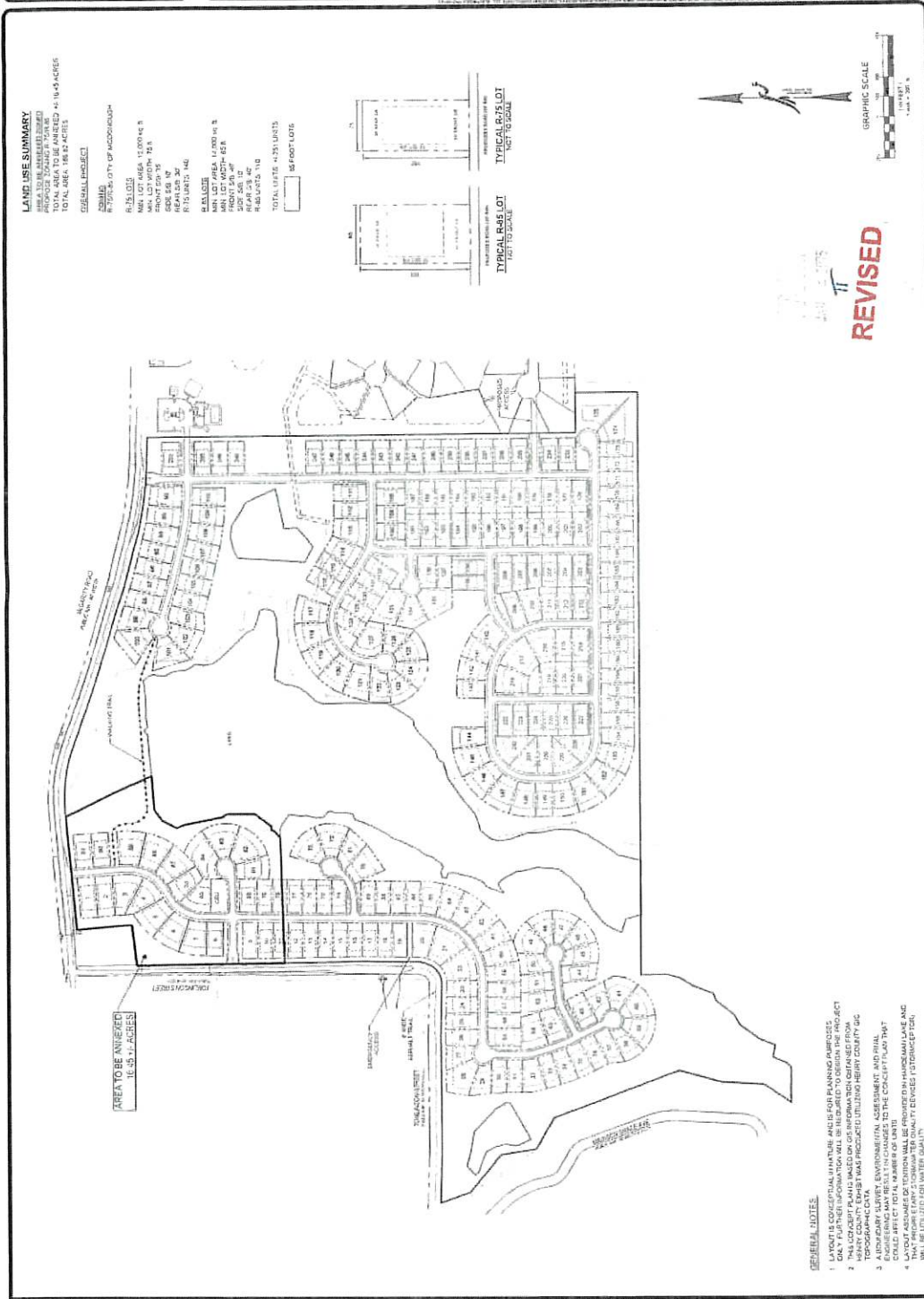




ZONING PLAN
FOR
HARDEMAN PROPERTY
PULTE
LOCATED AT:
CITY OF MCDONOUGH, GA



PROJECT NUMBER
ZP-1



LAND USE SUMMARY
AREA TOTAL ANTREZED 15.45 ACRES
AREA TOTAL UNDEVELOPED 1.15 ACRES
TOTAL AREA 16.60 ACRES
TOTAL LOTS 185
TOTAL UNITS 435
TOTAL GARAGES 185
TOTAL STALLS 185
TOTAL DRIVEWAYS 185
TOTAL PARKING SPACES 185
TOTAL TRAILS 185
TOTAL FENCES 185
TOTAL UTILITIES 185
TOTAL LANDSCAPING 185
TOTAL OTHER 185



REVISED

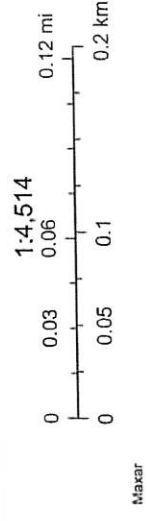
- GENERAL NOTES**
1. THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.
 2. THE LAYOUT PLANS ARE BASED ON THE INFORMATION OBTAINED FROM THE SURVEY AND THE TOPOGRAPHIC DATA.
 3. A LANDSCAPE SURVEY, ENVIRONMENTAL ASSESSMENT, AND TRAIL DESIGN SHALL BE REQUIRED FOR THE COMPLETE LAYOUT.
 4. LAYOUT ASSUMES DEVELOPMENT WILL BE PROVIDED IN ACCORDANCE WITH THE CITY OF MCDONOUGH ZONING ORDINANCE AND SHALL BE UTILIZED FOR WATER QUALITY.

McDonough GIS



1/16/2025, 4:01:45 PM

☐ Parcels ☐ City Limits ☐ Streets





AGENDA ITEM SUMMARY
March 6, 2025, City Council Workshop
Item Number: 10

Presented by: Steve Morgan, City Administrator

Administration

ITEM SUMMARY:

Request for approval of a proposal from JMT for Estimate, Bid Package, and Construction Inspection services for three resurfacing contracts. JMT proposes combining these three contracts into a single proposal, which, if approved, would allow all three contracts to be advertised on the Georgia Procurement Registry within one month. This approach aims to streamline the process and expedite the advertising timeline.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

\$129,440.00

FUNDING SOURCE:

SPLOST V

ATTACHMENTS:

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☒ No

Comments: _____

Submitted and approved by:

Steve Morgan, City Administrator



March 4, 2025

Ms. Sandra Vincent
Mayor, City of McDonough
136 Keys Ferry Street
McDonough, GA 30253

RE: Asset Management Services
JMT Job No. 22-03019-003, 22-03019-004, & 22-03019-005

Dear Mayor Vincent:

Johnson, Mirmiran, & Thompson, Inc. (JMT) is pleased to submit our scope of work for road assessment (Service C, F, & G) consulting services for the City of McDonough Georgia. The City of McDonough wishes to mill & resurface the following:

- Contract 1
Parkplace & Wildwood @ Avalon Subdivisions – 17 streets plus amenity areas (4.32 miles)
- Contract 2
Parkside & Parkview @ Avalon Subdivisions + South Point Blvd.– 7 streets plus amenity areas (3.18 miles)
- Contract 3
Cottages @ Avalon Subdivision – 6 streets plus amenity areas (2.24 miles)

Scope items for JMT services C, F, & G are:

C: Prepare an Engineer's estimate for each contract

F: Prepare a Bid Package for advertisement and letting for each contract

G: Perform Construction Engineering Inspection services

Deliverables:

C Service – Electronic Engineer's estimate for each contract

F Service -- Contract Documents package sufficient to advertise in the Georgia Procurement Registry for bidding and letting of Roadway Maintenance Improvement Projects.

G Service -- On-site oversight, CEI, Construction Engineering Inspection, of Construction / Maintenance Improvements performed by JMT personnel.

Schedule:

C Service: Contract 1) 20 days from notice to proceed

Contract 2) 20 days from completion of contract 1 estimate

Contract 3) 20 days from completion of contract 2 estimate

F Service: Contract 1) 20 days from notice to proceed

Contract 2) 20 days from completion of contract 1 Bid Package

Contract 3) 20 days from completion of contract 2 Bid Package

G Service: Contract 1) Inspection will occur as contractor is on site.
 Contract 2) Inspection will occur as contractor is on site.
 Contract 3) Inspection will occur as contractor is on site.

Costs:

Service	Description	Esitimated CEI Hours @ \$250/hr.	Contract 1 Wildwood & Parkplace @ Avalon	Esitimated CEI Hours @ \$250/hr.	Contract 2 Parkside & Parkview @ Avlalon	Esitimated CEI Hours @ \$250/hr.	Contract 3 Cottages @ Avalon
C	Estimate	Lump sum	\$11,480.00	Lump sum	\$5,740.00	Lump sum	\$5,740.00
F	Bid Pkg.	Lump sum	\$5,740.00	Lump sum	\$2,870.00	Lump sum	\$2,870.00
G	CEI	200	\$50,000.00	100	\$25,000.00	80	\$20,000.00
Totals			\$67,220.00		\$33,610.00		\$28,610.00
NOTE: CEI HOURS ARE ESTIMATED. ACTUAL HOURS WILL BE BILLED (HRLY RATE INCLUDES VEHICLE USAGE)							

COMPENSATION for each contract

- The terms will be Lump Sum and invoiced at the completion of C service work per contract
- The terms will be Lump Sum and invoiced at the completion of F service work per contract
- The terms will be invoiced monthly for CEI manhours work for that month. Contract 1, Contract 2, & Contract 3 will be billed separately @ \$250.00/hr. This rate includes vehicle usage.

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 dbmillen@JMT.com.

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.

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. Payment for Additional Services will be charged at the hourly rates stated.

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.

H. 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 representation or warranties, express or implied, with respect to its services.

I. 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.

Please review and select the desired services below. If you find this proposal acceptable, please sign, scan and email to dbmillen@JMT.com for my records.

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.

Initial approved Contracts: Contract 1)_____Contract 2)_____Contract 3)_____

ORGANIZATION:_____DATE: _____

BY:_____TITLE _____

Sincerely,



Johnson, Mirmiran, & Thompson, Inc.

David B. Millen, PLS | Vice President | Sr. Project Manager



AGENDA ITEM SUMMARY
March 6, 2025, City Council Workshop
Item Number: 11

Presented by: Steve Morgan, City Administrator

Administration

ITEM SUMMARY:

Request to approve the proposal from Falcon Design Consultants for the survey, design, and related services for new sidewalks along Highway 155 (from Keys Ferry Street to Racetrack Road and from Postmaster Drive to College Street) and Cap Welch Drive. The proposal outlines the scope of work, including utility location, survey preparation, construction drawings, contract documents, and potential construction management. The proposed design calls for a 6-foot wide sidewalk with a 2-foot wide grassed strip where feasible.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

\$94,170.00

FUNDING SOURCE:

SPLOST VI

ATTACHMENTS:

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☒ No

Submitted and approved by:

Steve Morgan, City Administrator

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency



February 26, 2025

Mr. Steve Morgan
City of McDonough
136 Keys Ferry Street
McDonough, GA 30253

RE: Highway 155 Sidewalk, City of McDonough, GA

Dear Mr. Morgan:

Falcon Design Consultants is pleased to submit this proposal for your consideration for the referenced site. This work will include work to assist the City of McDonough with the survey and design of sidewalk along the eastern and western sides of SR 155 from Keys Ferry Street to Racetrack Road, along with a sidewalk on the North side of Cap Welch Drive (2,820 l.f.) The goal of this project is to provide the city with all components required to construct the new sidewalk as outlined. The base design criteria is a 6' wide pedestrian sidewalk with 2' grassed beauty strip where feasible. Curb and gutter along with drainage will be added where required. The West side of SR 155 includes 2,910' of sidewalk from Postmaster Drive to College Street. The eastern side includes adding new sidewalk where needed and evaluations of the possibility of widening the sidewalk where there is currently sidewalk. The following is our proposed scope of services.

Project Scope & Fees

- | | |
|--|--------------------|
| 1. Utility Locate: | \$7,980.00 |
| <ul style="list-style-type: none">• Underground utility performed in conjunction with Utility Marking, LLC.• Provide complete location of public and private utilities within the project limits.• Provide Subsurface Utility Engineering (SUE) to determine utility types, sizes, and in place depths within the project limits.• Generate a complete existing utility base map showing utility connectivity for inclusion into the survey and design data. | |
| 2. Survey Database Preparation: | \$15,800.00 |
| <ul style="list-style-type: none">• Establish Survey Control with GA State Plane coordinates.• Field-run topographic survey for the project corridor. Data collected shall be sufficient for a 1-foot contour interval.• Field survey visible planimetric features including existing edge of pavement, centerline of road, curb and gutter, signs, etc.• Field survey existing storm drainage systems (types, sizes, inverts, and end treatments) located within the survey corridor.• Field survey for front property evidence.• Survey above ground utility features including poles, risers, boxes, valves, manholes, etc.• Depict utility pole connectivity.• Depict sanitary sewer and storm drain connectivity. | |
| 3. Construction Drawings: | \$52,250.00 |
| <ul style="list-style-type: none">• Baseline plans showing existing conditions with property lines, utilities, stormwater and existing traffic signage and striping.• Typical sections: 6' sidewalk with a 2' landscape strip where feasible.• Driveway profiles, if necessary.• Utility plans based on visible utilities, "call before you dig" markings, and utility company submittals.• Erosion Control Plans and associated details. Note that if the disturbed area exceeds one acre, a three-phase erosion control plan must be submitted and approved by the Georgia Soil and Water Conservation Commission.• Longitudinal drainage design including flow rate and gutter spread calculations.• Retaining wall plans, if required. | |

STOCKBRIDGE OFFICE: 235 Corporate Center Dr., Suite 200, Stockbridge, GA 30281 / Phone: 770.389.8666

CUMMING OFFICE: 500 Pirkle Ferry Road, Suite C, Cumming, GA 30040 / Phone: 678.807.7100

NEWNAN OFFICE: 40 Greenway Circle, Suite A, Newnan, GA 30265 / Phone: 770.755.7978

- Provide limits of cut/fill and required right-of-way and/or easements necessary to construct the project.
- Prepare a final quantity take-off (included in the plan set) and develop an Opinion of Construction Costs estimate.
- Gutter spread calculations.
- Submit an electronic plan set to the City of McDonough for review and comment.
- Address City review comments and issue Final Construction Plans in pdf format.
- Cost comparison for expanding existing sidewalks.

4. Contract Documents and Technical Specifications: \$7,540.00

- Prepare Contract Documents and Technical Specifications for the project suitable for bidding by the City's Procurement Department.
- Assist the City's Procurement Department with conducting a Pre-Bid meeting for the project.
- Assist the City's Procurement Department with responses to written questions for the project.
- Assist the City's Procurement Department with developing project addendums, as required.
- Assist the City's Procurement Department with bid opening.
- Develop a Bid Tabulation sheet for the project.
- Assist the City's Procurement Department with issuing the contract.
- Review bidder's references and provide recommendation of award to the city as requested by the City's Procurement Department.

5. Survey Plats and Legal Descriptions: \$600.00 Each (If Needed)

- Work to include preparation of legal descriptions and ROW easement exhibits for property negotiations.
- Complete set of plans for right-of-way and property acquisition with individual exhibits and legal descriptions suitable for use by the City's Attorney.

6. Landscape Plan: \$10,000.00 (If Needed)

- Includes work to prepare a landscape plan.

7. Construction Management: 3% of Total Construction Cost

- Conduct a formal project Preconstruction Conference.
- Meet with Owner and Contractor for progress meetings as necessary and develop meeting minutes as required for project documentation.
- Coordinate all design intent issues regarding Contract Drawings and Technical Specifications.
- Conduct reviews of construction activity as required for compliance with Contract Drawings and Technical Specifications, construction standards, current schedule, and equipment testing and training.
- Maintain periodic photographic records for construction activities observed during on-site visits.
- Development of a project Submittal Log and assist as needed with submittal distribution to the appropriate review professional and assist in maintaining the required schedule for all submissions.
- Development a project RFI Log and assist with the coordination of responses for all questions, distributing to the appropriate professional and maintaining the required schedule for all responses.
- Review and make recommendations for payment of all pay applications and coordinate with the Owner all Change Order requests.
- Provide Value Engineering Analysis as required for project components related to cost and time savings.
- Development of project Punch Lists in accordance with the Contract Documents.
- Provide verification of milestone documentation for Substantial Completion and Final Completion of the project.

Reimbursable Expenses

In addition to the Professional Fees described above, we will invoice for Reimbursable Expenses. This is usually referred to "Out-of-Pocket" expenses. The following items will be considered Reimbursable Expenses:

- Blue Printing – Reproduction of Drawings or Documents
- U.S. Mail Messenger, Messenger and Overnight Delivery Services
- Submittal Fees (Review/Recording)

Additional Services

Only those services specifically described above, are included within the scope of this proposal. Additional Services are further explained in each consultant's contract and shall be made a part of the Standard Agreement between

Owner and Design Firm. Examples of Additional Services, which may be required as the project develops, includes but is not limited to the following:

- Modifications to previously approved work "Change of Scope"

All work will be performed in accordance with the Contract Conditions.

Contract Conditions

If, during the course of work, the Client finds it necessary to terminate the work, the work will stop by the Consultant upon written notification from the Client. The Client will pay for the services and expenses incurred to the point of termination based on the Consultant's estimate of the percentage of work complete.

Invoices for work completed will be submitted at the beginning of each month for work performed the previous month. All invoices are net due in 30 days. In the event that an invoice is not paid within 30 days the Consultant reserves the right to stop work after notifying the client in writing, until such outstanding invoices are paid in full.

The Consultant reserves the right to terminate or suspend all work for the Client with verbal or written notice if unpaid undisputed invoices are greater than 30 days past due.

Additional services, which are not included in this task order as defined by the scope of work, will be treated as extra work. The Owner will be given notice of any additional services requested by the Owner's Staff to complete the project. All additional services provided by the Consultant directly will be paid based upon the hourly rate schedule attached to this agreement without additional contract modifications. The Owner must approve additional Subcontractor/Subconsultant work in writing before the work is begun.

It is agreed that the Consultant's professional services do not extend to or include the review or site observation of the Construction Contractor's work or performance. It is further agreed that the Client will defend, indemnify, and hold harmless the Consultant from any claim or suit whatsoever, including but not limited to all payments and expenses, including all attorney fees and costs of defense or other costs involved arising from or alleged to have arisen from the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the Contract Documents. The Consultant agrees to be responsible for the negligent acts, error or omissions of the Consultant's own employees. The Client agrees that the liability of Falcon Design Consultants, LLC resulting from any negligent acts, errors and/or omissions of Falcon Design Consultants, LLC is limited to the total fees actually paid by the Client to Falcon Design Consultants, LLC for services rendered.

While all work will be performed with professional care, the Consultant cannot guarantee the actions of government officials and agencies to grant the desired approvals.

This agreement shall be null and void if not executed within 60 days from the date of preparation unless otherwise indicated by the Consultant.

If you are in agreement with the terms of this proposal, please execute the agreement by signing below and returning one copy for our files.

Sincerely,
Falcon Design Consultants



Adam L. Price, P.E.
Managing Partner



John Palmer
President

Accepted and Agreed:

Signature

Title

Date

STATE OF GEORGIA
CITY OF MCDONOUGH

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 2, CHAPTER 2.08 OF THE CITY OF
MCDONOUGH, GEORGIA, CODE OF ORDINANCES, UPDATING THE CITY'S
ELECTION POLLING PLACES 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 and other applicable laws 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 2, Chapter 2.08, Elections, of the McDonough Code of Ordinances regulates voting and elections within the City of McDonough;

WHEREAS, the Mayor and Council agree that voting and public participation in local and national elections provides an important way for the public to voice its opinions regarding elected leaders and public concerns;

WHEREAS, the Mayor and Council desire to promote an efficient method of voting in McDonough that reduces voter frustration and encourages public participation; 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 2, Chapter 2.08, Elections, Chapter 2.08, Voting Precincts - Polling places, of the City Code of Ordinances is hereby amended by replacing such section to read as follows:

TITLE 2 – ELECTIONS

CHAPTER – 2.08 ELECTIONS

Sec. 2.08.010 - Voting Precincts - Polling places.

A. Pursuant to O.C.G.A. § 21-2-260 et seq., the polling place for all voting precincts within the City of McDonough, Georgia, is as designated below:

PRECINCT	WARD(S)	POLLING PLACE LOCATION
28 Westside	1, 2 & 4	Wesley Chapel United Methodist 397 Racetrack Road
29 Lowes	4	Chamber of Commerce 1709 GA Hwy 20
34 Wesley Lakes	2	Wesley Lakes Elementary School 685 McDonough Pkwy
35 McDonough	1 & 3	McDonough Presbyterian Church 427 McGarity Road
37 East Lake	3	Salem Baptist Church 1724 Highway 155 N
49 Shiloh	1, 3 & 4	Shiloh Baptist Church Education Center 253 Macon Street
51 Oakland	4	Oakland Baptist Church 1005 Highway 81 West
52 Lake Dow	3	Bethany Baptist Church 4 North Bethany Road
60 Lake Haven	2 & 3	Henry Baptist Church 4035 Jodeco Road
61 McDonough Central	1, 2 & 3	Southern Crescent Technical College 300 Lakemont Drive

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, 2025.

ATTEST:

CITY OF MCDONOUGH, GEORGIA:

Christy L. Taylor, City Clerk

Sandra Vincent, Mayor

APPROVED AS TO FORM:

Emilia C. Walker, City Attorney