



2025-2026 Classic Main Street MOU

Memorandum of Understanding

This document should be signed by all local parties
(Authorized City Representative, Board Chair, and Main
Street Program Manager) by **July 1, 2025**

Please email ellen.hill@dca.ga.gov with any questions.



GEORGIA CLASSIC MAIN STREET PROGRAM MEMORANDUM OF UNDERSTANDING

2025 -2026 Program Year

This agreement is entered into and executed by the Georgia Department of Community Affairs Office of Downtown Development (hereinafter referred to as "DCA"), the City/Town of McDonough Georgia (hereinafter referred to as "Community"), the Local Main Street Program Board of Directors, and the Downtown Manager for the Community. DCA will enter into this agreement with the above parties to provide services in return for active and meaningful participation in the Georgia Classic Main Streets Program by the Community as specified below.

This agreement outlines the necessary requirements set forth by DCA for the Community's participation in the Georgia Classic Main Streets Program for the stated term. DCA is the sponsoring state agency for the Georgia Classic Main Street program and is licensed by the National Main Street Center (hereinafter referred to as "National Program") to designate, assess, and recommend for accreditation Main Street programs within the State of Georgia.

In recognition of the agreement by DCA, the Community, the Board of Directors, and the Downtown Manager to maintain an active Local Main Street Program, the parties have agreed to the following:

ARTICLE 1: THE COMMUNITY AGREES TO—

1. Appoint or contract with an entity to serve as the Board of Directors for the local Main Street Program. The city council may not serve as the Main Street Board.
2. Set and review boundaries for the target area of the local Main Street Program.
 - a. A copy of these boundaries should be on file with DCA and uploaded to the Main Street Boundary Map folder in your program's shared DCA Dropbox folder at all times.
 - b. The Community should work with the Board of Directors to review boundaries at least once every three years.
3. Employ a full-time paid professional downtown manager responsible for the daily administration of the local Main Street Program.
 - a. The downtown manager must have a job description that identifies at least 75% of their duties that relate directly to the Main Street program. A copy of the job description should remain on file with DCA at all times.
 - b. The downtown manager should be paid a salary consistent with other community and economic development professionals within the state. The program manager's salary must be paid in excess of minimum wage.
 - c. The Community must notify DCA within one week of any downtown manager vacancy, and the Community must appoint an interim downtown manager until the position is filled. DCA must have accurate contact information for the downtown manager at all times.
 - d. The Community shall be afforded a period of thirty (30) days to assess the vacant position and publish the job opening. Programs with staff vacancies exceeding ninety (90) days may be placed under probationary status or risk forfeiture of their designation.
 - e. Provide an annual evaluation of the downtown manager. If the manager is employed by an entity other than the local government, require that entity to provide an annual evaluation and performance review.
4. Provide for local Main Street Program solvency through a variety of direct and in-kind financial support.
 - a. If the downtown manager is an employee of the local Main Street Program and not the Community, the Community assures that the program has the financial means to pay for said manager for the period of this agreement.
 - b. The local Main Street program must maintain an identifiable and publicly accessible office space.

DCA recommends this space to be in the local Main Street program area.

- c. The local Main Street program must have sufficient funding to provide travel and training for the downtown manager and the Board of Directors.
5. Assist the downtown manager in compiling data required as part of the monthly reporting process.
 - a. Provide for a positive relationship between the downtown manager and key city staff to access the following information in a timely manner:
 - i. Business license data
 - ii. Building permit data
 - iii. Property tax data
 - iv. Geographic Information Systems data (mapping support when available)
 - b. Review reported data submitted by the downtown manager to assure accuracy.
6. Use the "Main Street America™" name in accordance with the Main Street America® policy on the use of the name Main Street.
7. Notify DCA in writing prior to any wholesale changes in the local program, including staff changes, major funding changes, changes in organizational structure/placement of the program, or major turnover in the board of directors. Such notice should be received by DCA one month prior to said changes. Changes may result in program probation, the loss of accreditation, or the removal of program designation.

ARTICLE 2: THE BOARD OF DIRECTORS AGREES TO—

1. Assist the downtown manager in creating an annual work plan that incorporates incremental and meaningful goals related to the Main Street Approach™, utilizing Community Transformation Strategies and the Main Street Four Point Approach.
 - a. The work plan should include specific tasks, assignments, or a point of contact for the task, related budget needs, and a timeline.
 - b. The work plan will serve as a strategic plan for the local program for a period of three years or less.
 - c. A copy of the work plan must be on file and uploaded to the Work Plan folder in the program's shared DCA Dropbox folder and updated annually with DCA.
2. Provide opportunities for regular public engagement and support of the Local Main Street Program.
 - a. DCA recommends a public downtown visioning event/town hall meeting annually.
 - b. The Board should identify opportunities for volunteer support and assistance in executing the work plan.
 - c. The Board should actively engage the community for financial and in-kind support of the local program.
3. Conduct, at minimum, one board training, orientation, or planning retreat per year for the local program.
4. Meet a minimum of 10 times per year and ensure that the minutes of each meeting are maintained and distributed. Such meetings should be open to the public and public notice should be given related to meeting times and agendas.
5. Attend training to become better informed about the Main Street Approach™ and trends for downtown revitalization and to support the downtown manager.
6. All Board Members are required to have at least 2 hours of continuing education annually. Training must be documented using the required training log template and uploaded to the corresponding Dropbox folder.
7. All newly appointed Board Members are required to become Main Street 101 certified within the first year of their first term. A copy of each Board Member's Main Street 101 certification must be uploaded to the Training Log folder in your program's shared DCA Dropbox folder.
8. All current Board Members must be Main Street 101 certified. A copy of each Board Member's Main Street 101 certification must be uploaded to the Training Log folder in your program's shared DCA Dropbox folder.
9. Assure the financial solvency and effectiveness of the Local Main Street Program.
 - a. Adopt an annual budget that is adequate to support the annual work plan, maintain an office and support staff, and provide for training and travel.
 - b. Maintain current membership of the Local Main Street Program to the National Main Street Center to be eligible for accreditation.
 - c. Provide for policies to expend funds, enter into debt, and provide programming support for the local Main Street Program.

ARTICLE 3: THE DOWNTOWN MANAGER AGREES TO—

1. Complete all reporting required by DCA to maintain National Accreditation of the local Main Street Program.
 - a. Complete monthly economic and programming activity reports, including portions of said reports that are required as part of the local program assessment process by DCA. These reports must be completed by the 30th of the following month. (Example: March report due by April 30th). Failure to complete monthly reports in a timely manner may result in program probation, the loss of accreditation, or the removal of program designation.
 - b. Participate in the annual manager's survey provided by DCA. Failure to complete the annual manager's survey by the deadline may result in the loss of accreditation.
 - c. Provide documentation of all meetings, work plans, budgets, job descriptions, and mission/vision statements for the organization.
 - d. Provide documentation to support the work of the organization as it relates to the Main Street Approach™, including information related to historic preservation as required by the National Main Street Center.
 - e. Provide, from time to time, documentation related to local ordinances, plans, codes, and policies that are specific to the Community's downtown area.
2. Participate in training to broaden the impact of the local Main Street Program.
 - a. The downtown manager and/or board members are expected to attend at least one preservation or economic development-related training annually.
 - b. The downtown manager is required to attend, at minimum, one in person training offered by DCA Office of Downtown Development.
 - c. DCA requires managers to attend at least 30 hours of training annually (including webinars, annual trainings, statewide workshops, etc.) Eligible training hours can come from both DCA and non-DCA-hosted training events. Training must be relevant to the field of downtown development, historic preservation, planning, community development, and economic development. A record of the manager's training hours must be uploaded to the Training Log folder in your program's shared DCA Dropbox folder.
3. Respond to requests by DCA in a timely manner.
4. Take advantage of the Georgia Main Street network of professional downtown managers.
5. All newly hired managers must complete Main Street 101 training with DCA within the first 6 months of employment in the local community. All existing downtown managers must be Main Street 101 certified.
6. Provide regular updates between the local Main Street Program and the Community.
 - a. Managers are encouraged to provide at least quarterly reports to the local government.
 - b. Managers are encouraged to provide copies of all minutes, budgets, and work plans to the local government in a timely manner.
7. Maintain and preserve project files. Document downtown projects and other major local program information in a thorough and systematic fashion. All relevant programmatic documentation should be uploaded and stored in the DCA shared Dropbox folder created for your local program, following the organization structure outlined in DCA's "A Visual Guide to Dropbox Management" document, which is located in the "Resources" folder of the Georgia Main Street website. This is to help ensure a seamless transfer of project files to city representatives or successor managers in the event of personnel changes.

ARTICLE 4: DCA AGREES TO—

1. Supervise all communications between the Community, state government agencies and the National Main Street Center as it relates to the local Main Street Program.
2. Conduct a curriculum of training on an annual basis to assist the downtown manager, the Main Street Board, and the Community with the local downtown revitalization program.
3. Assist local Main Street Programs with organizational issues that may prevent the successful progress of the Community's downtown revitalization strategy.

- a. DCA may assist communities in selecting candidates for the position of downtown manager as requested.
 - b. DCA may require a local Main Street Program to host an on-site assessment visit if the program has had a leadership or organization change, is currently in a probationary status, or is in jeopardy of losing accreditation or designation status.
4. Provide timely assistance and guidance to the Community as a result of requests for service, monthly reports, or the annual assessment process.
 - a. DCA may contact a community upon observation of monthly reporting abnormalities, missing data or missing reports. If a community becomes delinquent in multiple reports, DCA may contact the local board chair or city administrator about the delinquency.
 - b. DCA may assist in training local staff or volunteers in the reporting process.
 - c. DCA will provide unlimited telephone consultations with local programs.
 - d. DCA will attempt to provide on-site assistance as feasible.
5. Provide ongoing press coverage of the Georgia Classic Main Streets Program, including social media outreach, to recognize and publicize the work of local programs.
6. Provide access to resource materials, sample codes and ordinances, organizational documents, and templates for local programs.
7. Conduct an annual program assessment for the Community highlighting success and opportunities for improvement.
8. Provide economic development assistance to encourage small business development, real estate development, and property rehabilitation within the downtown area.
9. Provide fee-based strategic planning assistance to the local program.

ARTICLE 5: ALL PARTIES AGREE THAT—

1. This agreement shall be valid through June 30, 2026.
2. This agreement may be terminated by DCA or the Community by written notice of 60 days. Termination of this agreement by the Community will result in the loss of local Main Street designation. Communities that choose to terminate their Georgia Classic Main Streets Program affiliation will be required to formally apply for and participate in the Start-Up process if they desire to regain their National Accreditation in the future.
3. If the Community, Board of Directors, and/or Downtown Manager fail to fulfill their obligations set forth in this agreement, DCA reserves the right to determine a course of action for the local Main Street Program as it deems appropriate. This may include probation, loss of accreditation, or termination of designation.
4. If, at any point during the 2025-2026 program year, there is a change in the local program manager, the local program is required to submit a new MOU, including the new manager's signature, certifying that person's understanding of the requirements of this relationship.
5. Any change in the terms of this agreement must be made in writing and approved by both parties.

GEORGIA CLASSIC MAIN STREET PROGRAM
MEMORANDUM OF UNDERSTANDING:
2025-2026 Program Year

THIS AGREEMENT IS HEREBY EXECUTED BY AND BETWEEN THE PARTIES BELOW:

LOCAL GOVERNMENT (COMMUNITY): McDonough

Authorized City Representative (ACR)
Signature

Date

ACR Name Printed

ACR Title

MAIN STREET BOARD OF DIRECTORS

Board Chair Signature

Date

Board Chair Printed Name

Date Term Expires

DOWNTOWN MANAGER

Manager's Signature

Date

Manager Printed Name

Date Hired

☐ Please check here if this position is vacant.

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
OFFICE OF DOWNTOWN DEVELOPMENT
GEORGIA MAIN STREET PROGRAM

ODD Director's Signature

Date

Cherie Bennett
Director, Office of Downtown Development
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329

Phone: 404-831-2058
Email: cherie.bennett@dca.ga.gov



CONSENT AGENDA ITEM SUMMARY
May 19, 2025, City Council Meeting
Item Number: 6B

Presented by: William VonDenBosch, Director Public Works – Water/Sewer Department

ITEM SUMMARY:

Request approval to renew the annual contract with 120Water.

SPECIAL CONSIDERATIONS OR CONCERNS:

120Water provides assistance to the City in meeting the required Lead and Copper Mandate.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

\$12,869.00

FUNDING SOURCE:

Line Item: 505-5.4440-52.3860

ATTACHMENTS:

Quote from 120Water

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance



120Water™

120Water, Inc.
250 South Elm Street
Zionsville IN 46007
United States

Invoice

#INV011148

Date: 3/14/2025

Bill To

City of McDonough - GA
305 Racetrack Road
McDonough GA 30252
United States

Terms	Due Date	PO #	Program Type
Net 30	4/13/2025		LSLI

Item	Qty Invoiced	Rate	Billing Start Date	Billing End Date	Amount
PWS Platform	1	\$16,200.00	3/6/2025	3/5/2026	\$16,200.00
LCRI Pro Managed Services Package	1	\$7,500.00	3/6/2025	3/5/2026	\$7,500.00
Discount Software	1	\$-9,706.00	3/6/2025	3/5/2026	\$-9,706.00
Discount Managed Service	1	\$-1,125.00	3/6/2025	3/5/2026	\$-1,125.00

Thank you for choosing 120Water!

Subtotal	\$12,869.00
Tax Total (0%)	\$0.00
Total	\$12,869.00
Amount Paid	\$0.00
Balance Due	\$12,869.00

2025 LSLI Renewal - Year 1

Note: Your existing contract is from 3/6/2025 to 3/5/2027.

Remittance Information:

For ACH Payment:
Stifel Bank
Account Number: 16784506
Routing Number: 081018998

For Check Payment:
120Water, Inc.
PO Box 604
Zionsville, IN 46077



INV011148

AGENDA ITEM SUMMARY
May 19, 2025, City Council Meeting
Item Number: 9



Presented by: Steve Morgan, City Administrator

Public Works Department

ITEM SUMMARY:

Request for approval to award the Road Resurfacing Contract 1 bid to C W Matthews, to resurface the Roads and Street listed on Exhibit A within the City of McDonough; approval of the contract between the City of McDonough and C W Matthews authorization for the mayor to sign all required documents.

SPECIAL CONSIDERATIONS OR CONCERNS:

The contractor shall furnish all materials, equipment, and labor to complete the Milling, resurfacing of approximately 4.326 miles – Including all incidentals as directed by the City of McDonough Director of Public Works or a representative. Unless otherwise specified.
All work is to be completed in accordance with Georgia Department of Transportation Standard Specifications (current edition).

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Total project cost is \$ 1,075,869.91

FUNDING SOURCE:

Line Item: 326 - 5.4210.54.1402 SPLOST V

ATTACHMENTS:

Exhibit A- Road list
Exhibit B- All Bidders & Bid Pricing
Exhibit C – C W Matthews Resolution

OTHER DEPARMENTAL REVIEW NEEDED:

☒ Yes ☐ No

OTHER DEPARMENTAL REVIEW

☒ Finance

ADVERTISEMENT FOR BIDS

**Heartwood Avenue, Presley Lane, Mariposa Lane, Nostalgia Way, Blue Ash Court,
Colin Place, Weatherstaff Lane, Dickons Gardens, Medlock Lane, Misselthrush Lane,
Lennox Lane, Burnett Lane, Marcelina Lane, Cosmo Lane, Veranda Lane, Aminity Area,
Clubhouse and Alley**

MILLING, INLAY RESURFACING, PATCHING WHERE DESIGNATED, PARKING SPACE STRIPING, STOP BARS, REMOVE AND REPLACE EXISTING SPEED BUMPS, CROSSWALKS, SYMBOLS

City of McDonough, Henry County, Georgia

SEALED BIDS: The Mayor and City Council of McDonough will accept sealed bids for the above described work for the streets listed at the City Hall of City of McDonough Office until 1:00 pm local time on Thursday, May 1, 2025. The Bids will be opened and publicly read aloud @ City Hall, 2nd Floor Conference Room Thursday May 1, 2025 @ 2:00 PM (136 Keys Ferry Street, McDonough, GA 30253). No bid may be withdrawn after the closing time for the receipt of bids for a period of sixty (60) calendar days after the bid opening.

PROJECT DESCRIPTION: The proposed construction consists of furnishing all materials and equipment and performing all labor necessary to satisfactorily complete the work described on the streets as listed above. Work being more specifically described in the Contract Bid Documents. All work shall be in accordance with the current up to date Georgia Department of Transportation Standard Specifications and Supplemental Specifications (Latest Editions) and Details and the City of McDonough.

PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: Plans, specifications and contract documents are available in electronic format, .pdf, from Johnson, Mirmiran, & Thompson, Inc. at either of the email addresses listed; dbmillen@JMT.com or clmoore@JMT.com. Any questions related to the contract documents should be sent to the email addresses listed above.

BONDS: All bids must be accompanied by a Bid Bond in the amount of not less than 5% (Five Percent) of the Total Base Bid. Performance and Payment Bond, each in the amount of 100% (One Hundred Percent) of the total contract amount, will be required of the successful bidder. Bonds must be written by an acceptable Surety Company licensed to do business in the State of Georgia and listed in the Department of Treasury, Circular 570, latest edition. The Mayor and City Council reserves the right to reject any and/or all bids and to waive the informalities or technicalities or to re-advertise as appropriate.

Mayor and City Council,
By; Christy Taylor
City Clerk,
City of McDonough

[illegible]

CW Matthews

Proposal

PO Drawer 970 Marietta, GA 30061
770-422-7520
mmorales@cwmatthews.com

Date: 5/1/2025
Contract # 1

To:
City of McDonough
136 Keys Ferry St
McDonough, GA 30253
770-957-3915

Expiration Date: 6/1/2025

Contact	Job	Payment terms	Due date
Michael Morales	Sales rep	Due on receipt	TBD

Proposal Line No.	Description	Number of Units / Price Per Unit	Line total
5	150-1000 Traffic Control	Lump Sum	39,877.59
10	401-1802 Rec. Ashph. Conc. Patching Incl. Bitum. Matl & H-lime 19 mm Superpave, GP 2 only 4.0" at 440#/SY	2376 Tons / 144.45	343,213.20
15	402-3103 rec. asph. conc. Topping 9.5 mm Superpave, Type II GP2 Only, incl Bitum Matl & H- Lime, 1.25" @ 138#/SY	4700 Tons / 106.53	500,691.00
20	413-0750 Bitum. Tack Coat	3400 Gallons / 2.30	7820.00
25	432-5010 Mill Asphaltic Concrete, Variable Depth	68,500 Sq Yards / 2.64	180,840.00
30	652-0095 Pavement Marking Symbol Handicap Symbol	2 Each / 150.00	300.00
35	652-2501 Solid Traffic Stripe 4" White, Parking Area	575 Ft / 1.00	575.00
40	Remove and Replace Existing Speed Bump	6 Each / 425.52	2,553.12



Subtotal	1,075,869.91
Sales Tax	0.00
Total	1,075,869.91

CW Matthew

Signature: [Signature] Title: President

Print Name: Daniel P. Garcia

Date: 05/12/2025

Acceptance of Proposal:

Signature: _____ Title: _____

Print Name: _____

Date: _____

AGENDA ITEM SUMMARY
May 19, 2025, City Council Meeting
Item Number: 10



Presented by: Steve Morgan, City Administrator

Public Works

ITEM SUMMARY:

Request for approval to award the Road Resurfacing Contract 2 bid to C W Matthews, to resurface the Roads and Street listed on Exhibit A within the City of McDonough; approval of the contract between the City of McDonough and C W Matthews authorization for the mayor to sign all required documents. The amount of the contract is \$ 709,995.55 will be paid from SPLOST V.

SPECIAL CONSIDERATIONS OR CONCERNS:

The contractor shall furnish all materials, equipment, and labor to complete the Milling, resurfacing of approximately 3.178 miles –
Including all incidentals as directed by the City of McDonough Director of Public Works or a representative. Unless otherwise specified.
All work is to be completed in accordance with Georgia Department of Transportation Standard Specifications (current edition).

STAFF RECOMMENDATION:

Staff recommend approval.

FINANCIAL IMPACT:

Total project cost is \$ 709,995.55

FUNDING SOURCE:

Line Item: 326-5.4210.54.1402

ATTACHMENTS:

Exhibit A- Road list
Exhibit B- All Bidders & Bid Pricing
Exhibit C – C W Matthews Resolution

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes ☐ No

OTHER DEPARTMENTAL REVIEW

☐ Finance

ADVERTISEMENT FOR BIDS

Parkside Place Drive, Parkside Place Avenue, Parkside Lane, Parkside Way, Parkside Place Drive, Clubhouse and South Point Blvd.

MILLING, INLAY RESURFACING, PATCHING WHERE DESIGNATED, CENTERLINE AND EDGELINE STRIPING, PARKING SPACE STRIPING, STOP BARS, REMOVE AND REPLACE EXISTING SPEED BUMPS, CROSSWALKS, SYMBOLS

City of McDonough, Henry County, Georgia

SEALED BIDS: The Mayor and City Council of McDonough will accept sealed bids for the above described work for the streets listed at the City Hall of City of McDonough Office until 1:00 pm local time on Thursday, May 1, 2025. The Bids will be opened and publicly read aloud @ City Hall, 2nd Floor Conference Room Thursday May 1, 2025 @ 2:00 PM (136 Keys Ferry Street, McDonough, GA 30253). No bid may be withdrawn after the closing time for the receipt of bids for a period of sixty (60) calendar days after the bid opening.

PROJECT DESCRIPTION: The proposed construction consists of furnishing all materials and equipment and performing all labor necessary to satisfactorily complete the work described on the streets as listed above. Work being more specifically described in the Contract Bid Documents. All work shall be in accordance with the current up to date Georgia Department of Transportation Standard Specifications and Supplemental Specifications (Latest Editions) and Details and the City of McDonough.

PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: Plans, specifications and contract documents are available in electronic format, .pdf, from Johnson, Mirmiran, & Thompson, Inc. at either of the email addresses listed; dbmillen@JMT.com or clmoore@JMT.com. Any questions related to the contract documents should be sent to the email addresses listed above.

BONDS: All bids must be accompanied by a Bid Bond in the amount of not less than 5% (Five Percent) of the Total Base Bid. Performance and Payment Bond, each in the amount of 100% (One Hundred Percent) of the total contract amount, will be required of the successful bidder. Bonds must be written by an acceptable Surety Company licensed to do business in the State of Georgia and listed in the Department of Treasury, Circular 570, latest edition. The Mayor and City Council reserves the right to reject any and/or all bids and to waive the informalities or technicalities or to re-advertise as appropriate.

Mayor and City Council,
By: Christy Taylor
City Clerk,
City of McDonough

PO Drawer 970 Marietta, GA 30061
770-422-7520
mmorales@cwmatthews.com

Date: 5/1/2025
Contract # 2

To:
City of McDonough
136 Keys Ferry St
McDonough, GA 30253
770-957-3915

Expiration Date: 6/1/2025

Contact	Job	Payment terms	Due date
Michael Morales	Sales rep	Due on receipt	TBD

Proposal Line No.	Description	Number of Units / Price Per Unit	Line total
5	150-1000 Traffic Control	Lump Sum	53,060.41
10	401-1802 Rec. Ashph. Conc. Patching Incl. Bitum. Matl & H-lime 19 mm Superpave, GP 2 only 4.0" at 440#/SY	410 Tons / 165.26	67,756.60
15	402-3103 rec. asph. conc. Topping 9.5 mm Superpave, Type II GP2 Only, incl Bitum Matl & H-Lime, 1.25" @ 138#/SY	4020 Tons / 105.95	425,919.00
20	413-0750 Bitum. Tack Coat	2790 Gallons / 2.28	6,361.20
25	432-5010 Mill Asphaltic Concrete, Variable Depth	55,620 Sq Yards / 2.35	130,707.00
30	652-0095 Pavement Marking Symbol Handicap Symbol	2 Each / 125.00	250.00
35	652-2501 Solid Traffic Stripe 4" White, Parking Area	1100 Lin Ft / .75	825.00
40	653-0105 Pavement Marking Bike Shared Lane Symbol	8 Each / 375.00	3,000.00
45	653-0120 Thermoplastic Pymt Marking Arrow, TP2 2a or 3	15 Each / 95.00	1,425.00
50	653-1501 Thermoplastic	11650 Lin Ft. / 0.50	5,825.00
55	653-1502 Thermoplastic Solid Traf Stripe, 5 in, yellow Edge line	7200 Lin Ft. / 0.50	3,600.00
60	653-1704 Thermoplastic Solid Traf Stripe, 24 in Stop Bar	140 Lin Ft / 8.50	1,190.00
65	653-1804 Thermoplastic Solid Traf Stripe, 8 in, White, Crosswalk	1060 Lin Ft. / 2.50	2,650.00
70	653-4501 Thermoplastic Skip Traf Stripe, 5 In., White	0.8 GLM / 2,450.00	1,960.00
75	653-6004 Thermoplastic Traf Stripe, White, Gore Areas	60 SY / 6.00	360.00
80	Remove and Replace Existing Speed Bump	1 Each / 5,106.34	5,106.34
Subtotal			709,995.55
Sales Tax			0.00
Total			709,995.55

CW Matthew

Signature: [Signature] Title: President
Print Name: Daniel P. Garcia
Date: 05/12/2025

Acceptance of Proposal:

Signature: _____ Title: _____
Print Name: _____
Date: _____



AGENDA ITEM SUMMARY
May 19, 2025, City Council Meeting
Item Number: 11



Presented by: Steve Morgan, City Administrator

Public Works

ITEM SUMMARY:

Request for approval to award the Road Resurfacing Contract 3 bid to C W Matthews, to resurface the Roads and Street listed on Exhibit A within the City of McDonough; approval of the contract between the City of McDonough and C W Matthews authorization for the mayor to sign all required documents. The amount of the contract is \$ 569,830.67 will be paid from SPLOST V.

SPECIAL CONSIDERATIONS OR CONCERNS:

The contractor shall furnish all materials, equipment, and labor to complete the Milling, resurfacing of approximately 2.24 miles – Including all incidentals as directed by the City of McDonough Director of Public Works or a representative. Unless otherwise specified.
All work is to be completed in accordance with Georgia Department of Transportation Standard Specifications (current edition).

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Total project cost is \$ 569,830.67

FUNDING SOURCE:

Line Item: 326 - 5.4210.54.1402

ATTACHMENTS:

Exhibit A- Road list
Exhibit B- All Bidders & Bid Pricing
Exhibit C – C W Matthews Resolution

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance

ADVERTISEMENT FOR BIDS

**Pioneer Parkway, Haworth Parkway, Beau Joulais Court, Magna View Drive,
Galveston Way, Alley, Parking Areas and Clubhouse Parking Lot**

MILLING, INLAY RESURFACING, PATCHING WHERE DESIGNATED, PARKING SPACE STRIPING, STOP BARS, REMOVE AND REPLACE EXISTING SPEED BUMPS, CROSSWALKS, SYMBOLS

City of McDonough, Henry County, Georgia

SEALED BIDS: The Mayor and City Council of McDonough will accept sealed bids for the above described work for the streets listed at the City Hall of City of McDonough Office until 1:00 pm local time on Thursday, May 1, 2025. The Bids will be opened and publicly read aloud @ City Hall, 2nd Floor Conference Room Thursday May 1, 2025 @ 2:00 PM (136 Keys Ferry Street, McDonough, GA 30253). No bid may be withdrawn after the closing time for the receipt of bids for a period of sixty (60) calendar days after the bid opening.

PROJECT DESCRIPTION: The proposed construction consists of furnishing all materials and equipment and performing all labor necessary to satisfactorily complete the work described on the streets as listed above. Work being more specifically described in the Contract Bid Documents. All work shall be in accordance with the current up to date Georgia Department of Transportation Standard Specifications and Supplemental Specifications (Latest Editions) and Details and the City of McDonough.

PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: Plans, specifications and contract documents are available in electronic format, .pdf, from Johnson, Mirmiran, & Thompson, Inc. at either of the email addresses listed; dbmillen@JMT.com or clmoore@JMT.com. Any questions related to the contract documents should be sent to the email addresses listed above.

BONDS: All bids must be accompanied by a Bid Bond in the amount of not less than 5% (Five Percent) of the Total Base Bid. Performance and Payment Bond, each in the amount of 100% (One Hundred Percent) of the total contract amount, will be required of the successful bidder. Bonds must be written by an acceptable Surety Company licensed to do business in the State of Georgia and listed in the Department of Treasury, Circular 570, latest edition. The Mayor and City Council reserves the right to reject any and/or all bids and to waive the informalities or technicalities or to re-advertise as appropriate.

Mayor and City Council,
By: Christy Taylor
City Clerk,
City of McDonough

[illegible]

CW Matthews

Safely storing the world's data

Proposal

PO Drawer 970 Marietta, GA 30061
770-422-7520
mmorales@cwmatthews.com

Date: 5/1/2025
Contract # 3

To:
City of McDonough
136 Keys Ferry St
McDonough, GA 30253
770-957-3915

Expiration Date: 6/1/2025

Contact	Job	Payment terms	Due date
Michael Morales	Sales rep	Due on receipt	TBD

Proposal Line No.	Description	Number of Units / Price Per Unit	Line total
5	150-1000 Traffic Control	Lump Sum	30,584.07
10	401-1802 Rec. Ashph. Conc. Patching Incl. Bitum. Matl & H-lime 19 mm Superpave, GP 2 only 4.0" at 440#/SY	1100 Tons / 134.86	148,346.00
15	402-3103 rec. asph. conc. Topping 9.5 mm Superpave, Type II GP2 Only, incl Bitum Matl & H- Lime, 1.25" @ 138#/SY	2550 Tons / 111.52	284,376.00
20	413-0750 Bitum. Tack Coat	1950 Gallons / 2.30	4,485.00
25	432-5010 Mill Asphaltic Concrete, Variable Depth	33,240 Sq Yards / 3.04	101,049.60
30	652-0095 Pavement Marking Symbol Handicap Symbol	1 Each / 150.00	150.00
35	652-2501 Solid Traffic Stripe 4" White, Parking Area	840 Ft / 1.00	840.00
Subtotal			569,830.67
Sales Tax			0.00
Total			569,830.67



Signature: [Signature] Title: President
Print Name: Daniel P. Garcia
Date: 5/12/25

Acceptance of Proposal:

Signature: _____ Title: _____

Print Name: _____

Date: _____

AGENDA ITEM SUMMARY
May 19, 2025, City Council Meeting
Item Number: 13



Presented by: Aaron Hypolite, Planner

Community & Economic Development Department

ITEM SUMMARY:

Case #240501 (Whit Porter for Racetrack Road Townhomes) is a rezoning request from RA-200 (Residential Agricultural) to RTD (Residential Townhouse District). The location of the subject property is on Racetrack Rd. (Parcel #108-01042000) and consists of 14.08 +/- acres, which is located in Council District 3 (Scott Reeves).

SPECIAL CONSIDERATIONS OR CONCERNS:

Said application is to be processed following schedule herein:

- 06/11/2024 Municipal Planning Commission Workshop – **PREVIOUSLY HELD**
- 07/01/2024 City Council Workshop – **PREVIOUSLY HELD**
- 05/13/2025 Municipal Planning Commission Public Review - **READVERTISED**
- **5/19/2025 City Council Public Hearing & Vote – READVERTISED**
- **NOTE: THE READVERTISEMENTS WERE DUE TO POSTPONEMENTS**

STAFF RECOMMENDATION:

MPC

Taira Castora made motion for approval with staff recommendation and added a Planning Commission condition that this be 75% owner occupied and not a full rental community, Latonua Hawkins seconded. Motion Passed (6-0).

CDD –Approval with conditions.

FINANCIAL IMPACT: N/A

FUNDING SOURCE: N/A

ATTACHMENTS:

- ORD #25-05-19001(Z)
- P/Z Final Staff Report

OTHER DEPARTMENTAL REVIEW NEEDED: YES

REFER TO FINAL STAFF REPORT



City of McDonough, GA

Community Development Department

Rezoning Staff Report

For Recommendation Only

Case Petition:	240501
Applicant:	Whit Porter of PLG, LLC
Project Name:	Racetrack Road Townhomes
Address/Location	Racetrack Rd.
Parcel(s)	108-01042000
Council District 3:	Scott Reeves
Request:	Rezoning property to RTD (Residential Townhouse District)
Land Lot District:	168 of the 7 th District
Tract Size:	Approximately 14.08 +/-

Meetings:	
06/11/24	Planning Commission Workshop
07/01/24	City Council Workshop
03/08/25	Planning Commission "Public Review"
03/17/25	City Council "Public Hearing"

Background Information:

The current zoning for the property is RA-200 (Residential Agricultural) and is vacant.



North Boundary

Zoned: R-50, RTD, RM-75 & C-2 w/conds
Land Use: Residential/Commercial

East Boundary

Zoned: R-50
Land Use: Single Family Residential

South Boundary

Zoned: County
Land Use: Vacant

West Boundary

Zoned: County
Land Use: Vacation



City of McDonough, GA

Community Development Department

Rezoning Staff Report

For Recommendation Only

Final Staff Recommendation by: Syliva Smith, Director

Staff recommends: APPROVAL with conditions. The proposed plan meets the updated Chapter 17 Zoning that became effective on January 2, 2025, to the greatest extent possible with no variances requested.

Compliance with Chapter 17.44 RTD - Residential Townhouse District

<i>Item</i>	<i>Required (minimum)</i>	<i>Provided</i>
Density	6 units per acre	6 units per acre
Lot Area	81,120 SF/2 acres	609,840 SF/14 acres
Lot Width for the Development	100 ft	609 ft
Lot Width for the Individual Unit	25 ft	26 ft
Height (maximum)	35 ft	N/A
Front Yard Setback for Development	30 ft	130 ft
Front Yard Setback for Individual Townhouse Unit	20 ft	15 ft*
Side Yard Setback for Development	50 ft	35 ft
Rear Yard Setback for Development	30 ft	50 ft
Distance between Buildings	20 ft	20 ft
Rear Yard Setback for Individual Unit	20 ft	25 ft*
Heated Floor Area	N/A	N/A
Maximum Lot Coverage	50%	N/A

Open Space and Amenity Requirement for RTD – Residential Townhouse District

- 50 to 100 Lots – 84 townhouse units
- 20% of the total gross acreage and must include an amenity package consisting of a minimum of two (2) items. 35% Open Space proposed
- 2 Amenities Required. 2 Provided
 - ✓ 400 Square Foot Playground
 - ✓ 500 Square Foot Pavilion with Fireplace



City of McDonough, GA

Community Development Department

Rezoning Staff Report

For Recommendation Only

Architectural Standards

A. Exterior Façade

1. Front Façade
 - 50% brick or stone – *Meets*
 - If 2 story, 1st floor all brick or stone – *Meets*
2. Façade Articulated – *Meets*
3. Side & Rear Faces 100% brick – *Meets*
4. Windows & Architectural Features visible from public street – *Meets*
5. Front Facades (2 options)
 - Covered Porch – *Meets*
 - Decorative Doors - *Meets*
6. Gutters – *Provided*

B. Garages

1. Rear entry garage (20' x 25') – *Meets*
2. Attached garages shall be enclosed on all sides and architecturally consistent with the primary structure – *Meets*
3. 2nd exit door from all garages – *Meets*
4. Access to the rear of each townhouse unit from the rear alley without going through the garage – *Meets*
5. No exceptions to the rear-only garage requirement in a Residential Townhouse Development – *Meets*

C. Roofs

1. Pitched Roofs – *Meets*
2. Varying Rooflines – *Meets*
3. Dormer Windows or Vents – *Meets*
4. Roofing Materials – *Meets*

Buffer Strips

- A 25-foot wide buffer strip shall be required whenever the project site abuts any property which is zoned for residential, commercial, or industrial use – *Meets*
- When an RTD Residential Townhouse District abuts a major arterial road, a one-hundred(100)foot landscape/natural buffer is required between any residential use and a major arterial road - *Meets*



City of McDonough, GA
Community Development Department
Rezoning Staff Report
For Recommendation Only

Zoning Conditions

- Compliance with Code Section 17.44 (RTD) is required.
- The project is in concurrency with water and sewer, and the City has the necessary sewer capacity for this project.
- The pavilion, gazebo and mail kiosk shown on the site plan shall have similar materials (i.e. brick/stone) and architectural features to the townhome buildings.
- Add additional windows to the side elevations.
- Landscaping shall match on both sides of the entrance(s). (17.120.50.D)
- Landscaping for the property shall not include new plantings of the following: Crape Myrtles or Bradford Pears (17.120.023)
- A Traffic Impact Analysis was completed and based on the projected turning movements for Driveway #1 into the townhome develop an Eastbound left turn lane and a Westbound right turn lane will be required. (17.44.070)
- The detention pond requires a wrought iron fence. (17.120.027); however, Owner shall use cross-buck fencing in front of the landscape buffer at the rear of the property. (17.120.028.A)
- The development shall include a Homeowner's Association and shall be professionally managed. (17.44.030.N)
- The development shall include a dog park. (17.120.082.vi)
- Owner shall create a walking trail with bench seating towards the rear of the property, subject to any necessary approvals. The trail may be located within a buffer area. (17.082.014.C)
- Signage: Is to be of a brick or stone base matching the building elevations on both sides.



City of McDonough, GA
Community Development Department
Rezoning Staff Report
For Recommendation Only

Staff Analysis:

► Isolated District	No
► Possible overtaxing load on public facilities	No
► Cost increase to the City (<i>Public Utilities, schools streets, other public safety measures</i>)	No
► Impact on environment	Yes
► Amendment will be a deterrent to adjacent properties	No
► Current zoning may be used for the purpose intended	No
► Property to stay compatible with adjacent properties	Yes
► Property is consistent with FLUM	Yes
► Any character change to the Zoning District	No
► Does the amendment follow the zoning regulations	Yes
► Applicant submitted all information	Yes
► Any impact to neighboring residential properties	No
► Buffers have been adhered to	Yes



City of McDonough, GA

Community Development Department

Rezoning Staff Report

For Recommendation Only

Professional Staff (City/Henry County/State) Analysis:

Department Name: McDonough Police

Comments: Not a reviewing agency.

Department Name: McDonough Fire

Comments: Approval based on review for code compliance.

Department Name: Building & Inspections

Comments: Approval based on review for code compliance.

Department Name: City Engineer

Comments: (1) Deceleration Lane shall provide 24 foot wide asphalt lane measured from the center of Racetrack Road. (2) Traffic Study may be required as part of the LDP review. Study may be required to address possible Left Turn Lane on Racetrack Road.

(3) Water/Sewer letter from the City states that No Sewer is Available from the City. However, the applicant states that the City is providing Sewer. The Applicant should get an updated letter from the City if the City is providing sewer or a letter from Henry County if Henry County is providing sewer. (4) The subdivision may need a secondary entrance and should be addressed with the City Fire Chief. (5) The determination of the approval of the entranceway and design of the project as related to site development will be addressed during the civil plans for LDP. (6) Front setbacks should provide ample room for vehicles to park outside of the Right of Way and not block sidewalk usage. Typically, a minimum of 20 feet from the Right of Way to the front of the building should be considered as a minimum distance. Twenty-five (25) feet is recommended if possible.

Department Name: Public Works

Comments: After reading this report(Sewer Study) and talking with Turnipseed, I'm concerned with any major developments within the city if Wade Farms gets developed. Once all recently approved residential and commercial developments reach full capacity, the wastewater treatment plant will be stressed. According to the report there are many recommendations to upgrade the sewer system and large pump stations that the city needs to move forward with that can take several years to complete.

Department Name: Stormwater

Comments: No initial comments returned – official plan review required.

Department Name: Water Distribution

Comments: No initial comments returned – official plan review required.

Department Name: Water/Sewer Operations

Comments: Not a reviewing agency.



City of McDonough, GA

Community Development Department

Rezoning Staff Report

For Recommendation Only

Department Name: HCDOT

Comments: It shows 94 townhomes – that’s about 670 trips per day (335 in/335 out). I’d think probably 60% or better of in-bound traffic will be left turns into the site, so that’d be an expected # of about 200 left turns per day. That amount exceeds the GDOT requirement (which the county uses also) of # of left turns on a 45mph road with more than 6000 vehicles/day to where a left turn lane is needed. So, they need to have a traffic impact study done a Traffic Engineer and need to provide a traffic distribution to/from the site to determine if any road improvements, besides a right turn lane (deceleration lane), will be necessary along Racetrack Road.

Also, with the traffic volumes along Racetrack Road they need provide an additional 40’ of R/W from their site frontage (70’ from existing center line of Racetrack to the site’s side) for use towards future widening of Racetrack Road.

Department Name: HC Water & Sewer

Comments: Not a reviewing agency.

Department Name: HCBOE

Comments: No comments received.

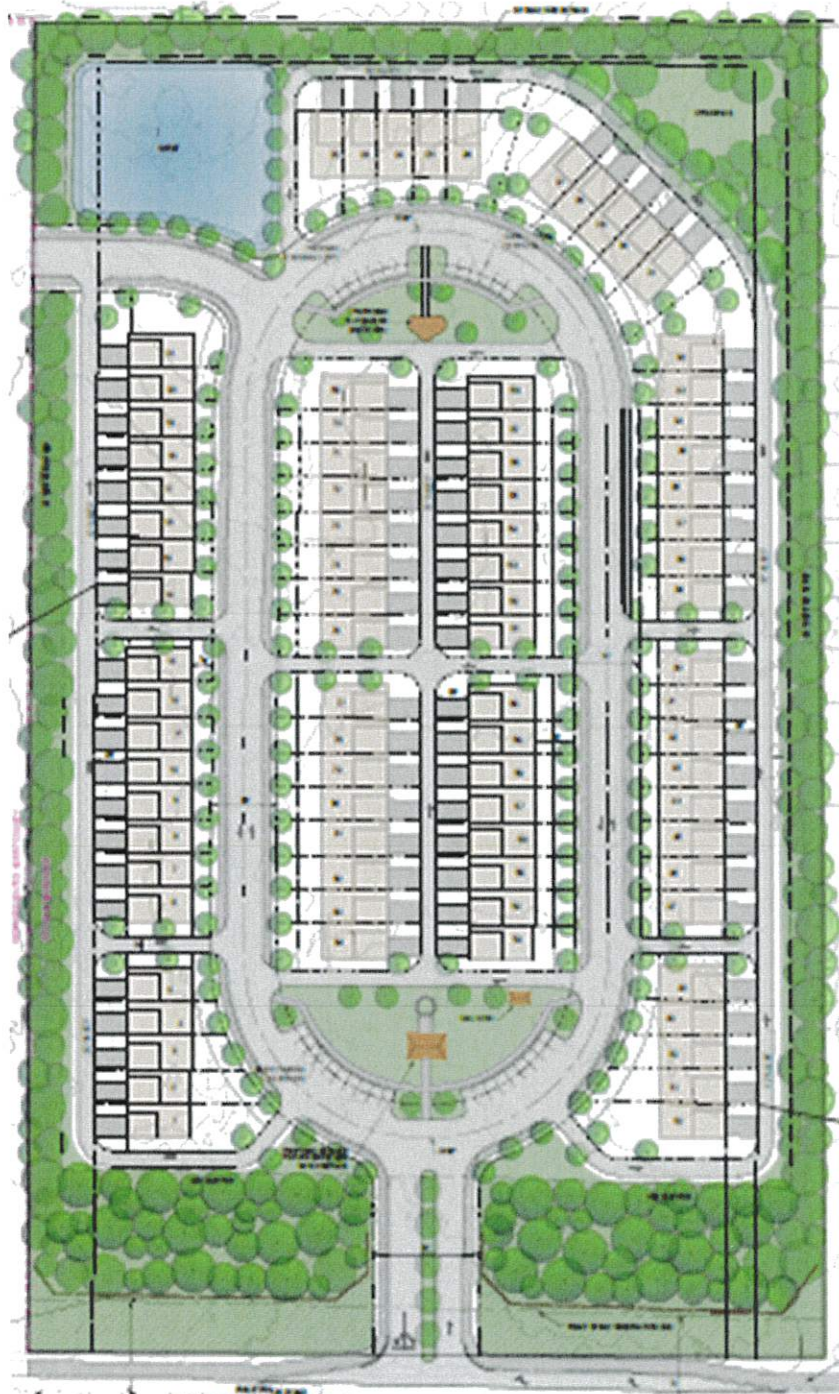
Department Name: HC GIS

Comments: Not a reviewing agency.



City of McDonough, GA
Community Development Department
Rezoning Staff Report
For Recommendation Only

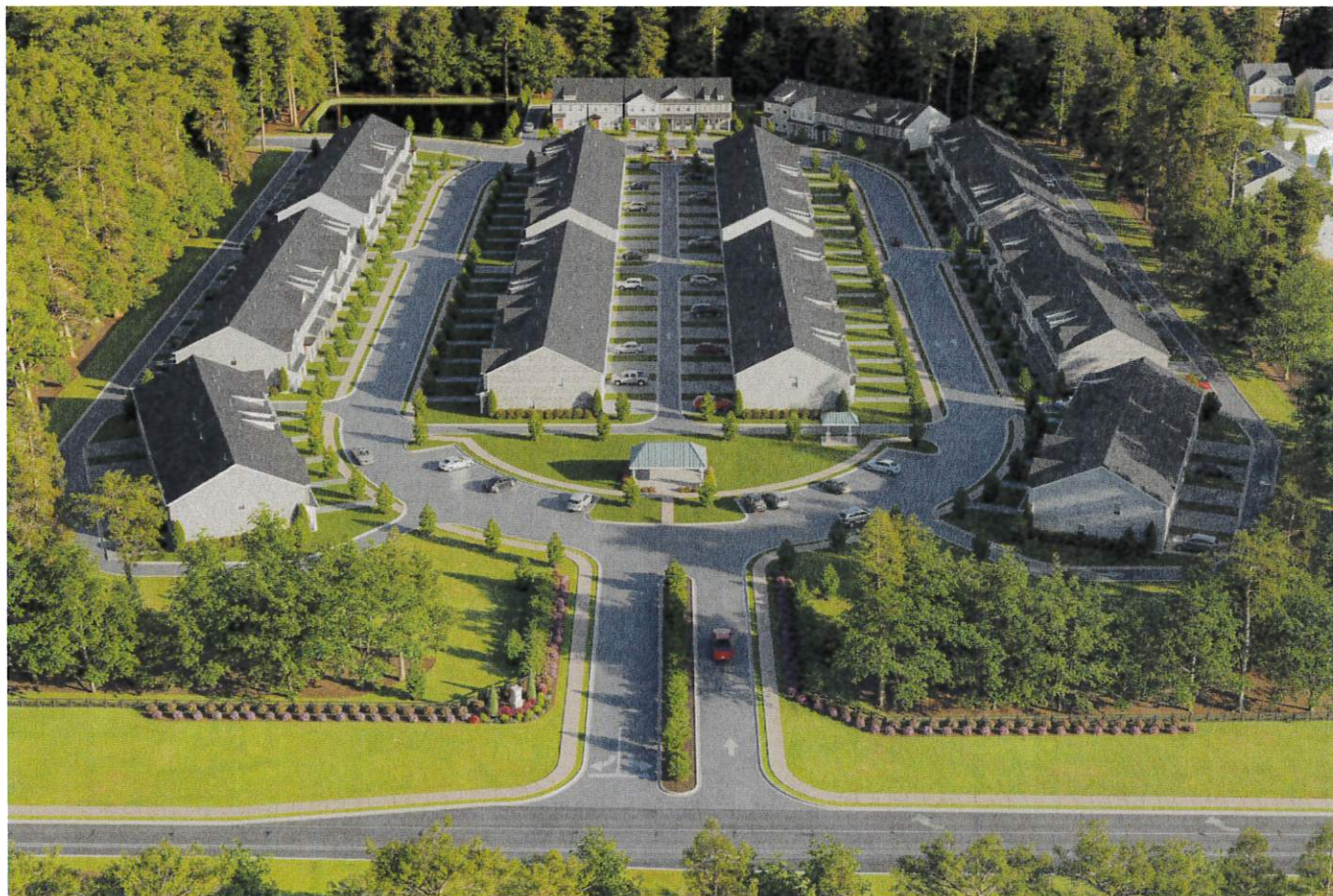
Concept Site Plan





City of McDonough, GA
Community Development Department
Rezoning Staff Report
For Recommendation Only

Aerial Site Plan





City of McDonough, GA
Community Development Department
Rezoning Staff Report
For Recommendation Only

FRONT ELEVATIONS (as of 2/24/25)





City of McDonough, GA
Community Development Department
Rezoning Staff Report
For Recommendation Only

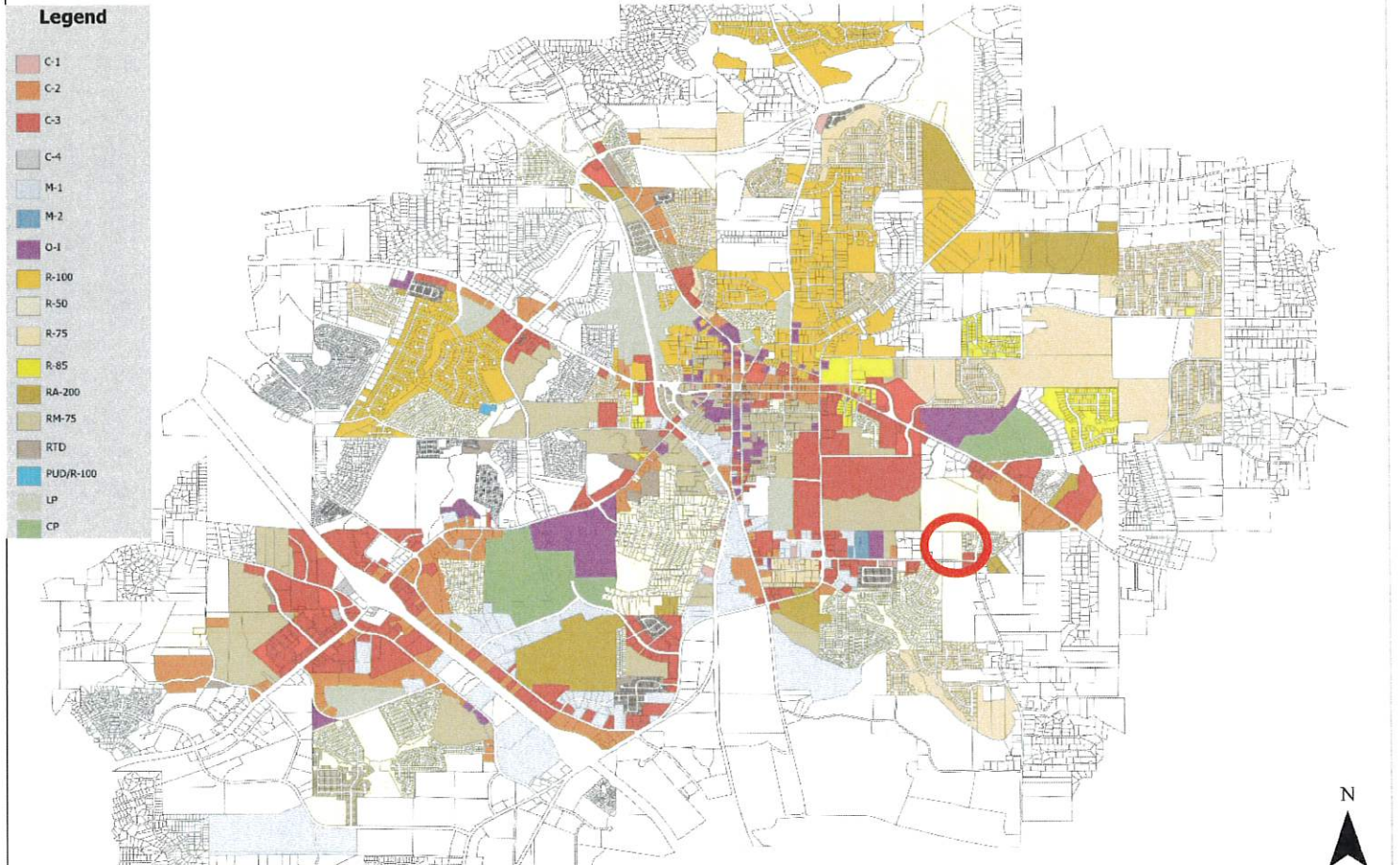
SIDE ELEVATIONS REVISED (as of 5/12/25)





City of McDonough, GA
Community Development Department
Rezoning Staff Report
For Recommendation Only

2025 OFFICIAL ZONING MAP



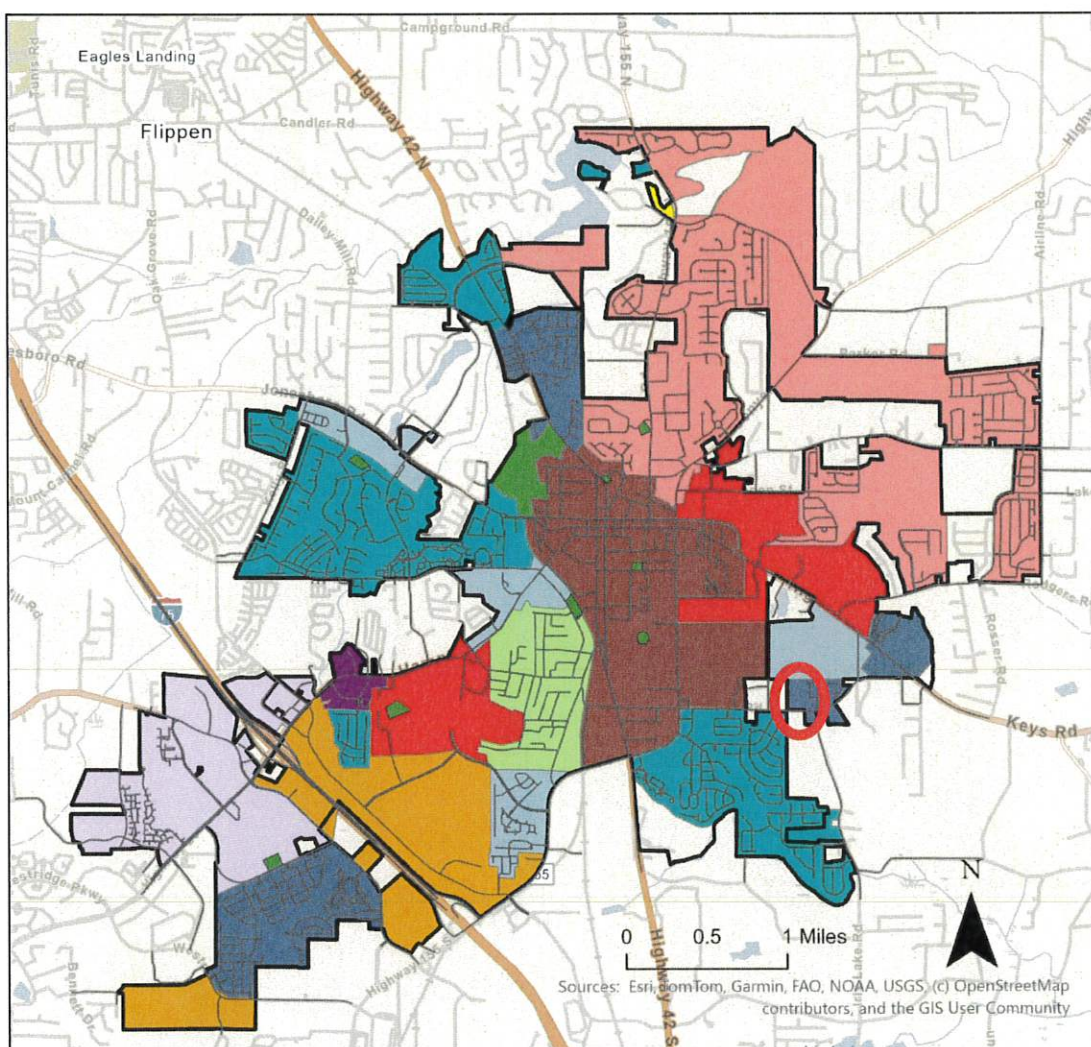


City of McDonough, GA

Community Development Department

Concept Compliance Staff Report

For Recommendation Only



McDonough Future Land Use Map

- | | | |
|---|--|--|
| Estate Residential | TCU | Office Park |
| Greenspace | Town Center | Regional Activity Center |
| Highway Activity Center | Traditional Neighborhood Development | Gateway Industrial |
| Institutional/Public | Suburban Mixed Use | Streets |
| Suburban Residential | | City Limits |



City of McDonough, GA
Community Development Department
Rezoning Staff Report
For Recommendation Only

GENERAL CODE COMPLIANCE DISCLAIMER

The proposed project shall be developed consistent with the conditions in this report, all codes and ordinances of the City of McDonough, the State of Georgia, and all other applicable regulatory agencies.

NOTE: *All Concept Plans are accepted as illustrative drawings to represent an idea only and are not approved during the rezoning process as an official review and approval by Staff showing compliance with City Codes, State Laws, and Zoning conditions which are required during the plan review process.*

STATE OF GEORGIA
CITY OF MCDONOUGH

ORDINANCE NO. 25-05-19001(Z)

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

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

SECTION 1.

This ordinance applies to the following real property per the application filed by **Whit Porter of PLG, LLC for Racetrack Road Townhomes.**

All that lot, tract or parcel of land, otherwise known as Parcel #108-01042000 located on Racetrack Rd., lying and being in Land Lot(s) 168 of the 7th District of Henry County, Georgia, consisting of 14.08 +/- acres and being more particularly described on Exhibit "A," attached hereto and incorporated herein by reference.

SECTION 2.

The above property is hereby zoned RTD (Residential Townhouse District), and subject to the new conditions of development contained in Exhibit "B," attached hereto and incorporated herein by reference.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

This ordinance shall become effective immediately upon adoption.

SO ORDAINED this 19th day of May 2025.

CITY OF MCDONOUGH, GEORGIA

SANDRA VINCENT, MAYOR

ATTEST:

APPROVED AS TO FORM:

CHRISTY TAYLOR, CITY CLERK

EMILIA WALKER, CITY ATTORNEY

Exhibit A
Legal Description (See Attached)

Exhibit B
Conditions of Development

REFER TO FINAL STAFF REPORT

AGENDA ITEM SUMMARY
May 19, 2025, City Council Meeting
Item Number: 14



Presented by: Aaron Hypolite, Planner - Community & Economic 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
- 5/13/2025 Municipal Planning Commission Public Review - **READVERTISED**
- **5/19/2025 City Council Public Hearing & Vote (5/19/25) - READVERTISED**
- **NOTE: THE READVERTISEMENTS WERE DUE TO POSTPONEMENTS**

STAFF RECOMMENDATION:

MPC

Jerry Hayes made a motion to recommend approval of the annexation, Stanley Head seconded. Motion Passed (6-0).

Mark Thomas made a motion to recommend approval of the rezoning with staff recommendations, Jerry Hayes seconded. Motion Passed (6-0).

CDD –Approval with conditions.

FINANCIAL IMPACT: N/A

FUNDING SOURCE: N/A

ATTACHMENTS:

- ORD #25-05-19002(A)(Z)
- P/Z Final Staff Report

OTHER DEPARTMENTAL REVIEW NEEDED: YES

REFER TO FINAL STAFF REPORT



City of McDonough, GA

Community Development Department

Final Staff Report

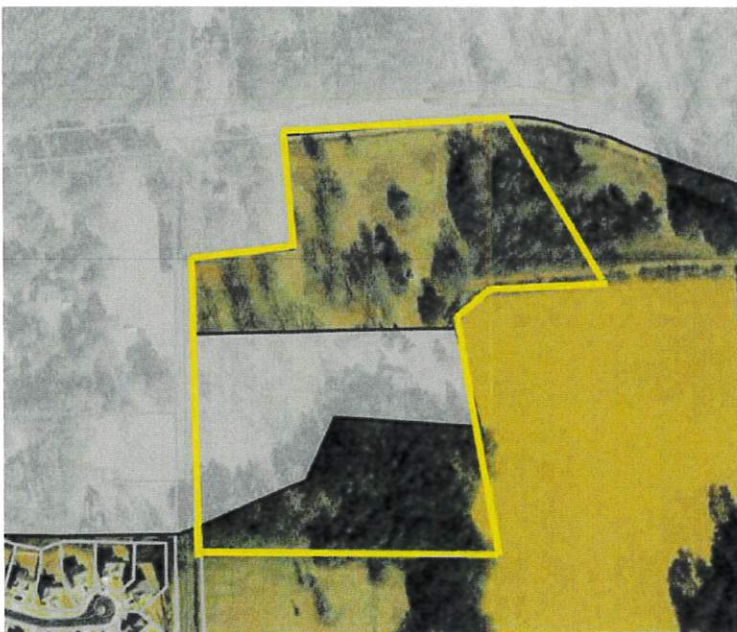
For Recommendation Only

Case Petition:	240903
Applicant:	Andy Welch for PulteGroup, Inc.
Project Name:	Hardeman property
Address:	705 Tomlinson St.
Parcel(s)	122-02061000 & a portion of Parcel #122-02059000
District 3:	Scott Reeves
Request:	To annex and rezoning property from RA (County) to R-75/R-85 (City)
Land Lot District:	120 of the 7 th District
Tract Size:	16.45 +/- acres

Meetings:	
2/11/25	Planning Commission Workshop
3/06/25	City Council Workshop
3/11/25	Planning Commission "Public Review"
3/17/25	City Council "Public Hearing"

Background Information:

The current zoning for the property is RA (Residential Agricultural) within the County. The surrounding area around the lake is known as Hardeman property and is zoned R-75/R-85 with conditions per ORD #05-12-19001(A)(Z).



North Boundary

Zoned: R-75/R-85

Land Use: Residential

East Boundary

Zoned: R-75/R-85

Land Use: Residential

South Boundary

Zoned: R-75/R-85

Land Use: Residential

West Boundary

Zoned: County

Land Use: Residential



City of McDonough, GA

Community Development Department

Rezoning Staff Report

For Recommendation Only

Final Staff Recommendation by: Sylvia Smith, Director

Staff recommends approval with the same conditions per ORD #05-12-19001(A)(Z) and the additional Conditions of Zoning as follows:

Natural

1. Provide a twenty-five (25') foot buffer, along all property lines (except utility easements, existing water bodies and approved ingress/egress).
2. Where replanting in buffer strip is required due to disturbance, the replantings shall incorporate the following minimum plant varieties: Southern Magnolia (Magnolia Grandiflora), Leyland Cypress, Deodar Cedar, holly, dogwood, native azaleas, and native ornamental grass varieties where disturbed.
3. Required uniform variety street trees (Medium to Large) shall be provided along internal subdivision streets and along the Property where it abuts Tomlinson Street and McGarity Road which shall be planted not greater than fifty feet (50') apart. The variety of tree must vary from street to street so that a monoculture of trees are not created.

Human

1. Sidewalks a minimum of five (5) feet in width shall be provided on both sides of interior streets and a uniform three (3) foot or greater groundcover strip between the curb and the sidewalk which shall accommodate the required canopy street trees.
2. Development shall set aside the minimums for common area as per 16.12.070 per respective zoning tract designations. The acreage contained in the lakes shall be considered common space under 16.12.070, even if any portion of said acreage is in the floodplain.
3. An eight (8) foot unpaved and mulched walking trail shall be created surrounding the lake and connect those portions of the subdivision divided by the lake via the top of the dam. The walking trail shall exist within the buffer and shall not encroach on any property owner's individual lot, and it shall be shown on the preliminary plat along with all amenities.

Built

1. The Facades of each residential structure shall be reviewed and approved by the issuance of a Façade Permit.
 - Elevations for the rear and two (2) sides shall be a mix of two or more of the following cladding options: brick, stone, cementitious siding, and/or stucco.
 - On the front side, brick, stone and/or cementitious siding, or any combination thereof shall be utilized.



City of McDonough, GA
Community Development Department
Rezoning Staff Report
For Recommendation Only

Built (continued)

- Architectural 3-D roofing shingles shall be required on every residential structure and the Clubhouse.
 - A minimum of six (6) brick, stone, stucco finishes and/or a selection of reveals for cementitious siding, and six (6) roof shingle style colors for the development shall be provided and used to determine if a structure meets all exterior requirements before a Façade Permit is issued.
2. Fencing within the development shall be a uniform style and set forth by private covenant. Perimeter fencing shall be prohibited along Tomlinson Street and McGarity Road unless approved as part of a master signature entrance and landscape plan. Vinyl fencing is not allowed.
 3. A mandatory homeowner's association shall be established and maintained pursuant to the laws of the State of Georgia to own and maintain all common open space and amenity areas. Mandatory covenants shall provide for the perpetual ownership, care and maintenances of all subdivision improvements/common spaces and the continuity of built structures. Additionally, the mandatory covenants shall include limiting the number of rental units allowed in the development to five (5%) percent. A copy of all the covenants shall be provided to the City for their records.
 4. All underground utilities shall be required.
 5. A traffic impact study shall be required to determine if Acceleration/deceleration lanes shall be provided at project entrance(s) per review of the City Engineer. Any additional off-site improvements to McGarity Road or Tomlinson Street shall be determined based on the findings of the study and as deemed necessary by the City Staff.
 6. No more than two (2) boulevard entrances shall be required: one (1) from McGarity Road and one (1) from Tomlinson Street as shown on the site plan. There may be a non-boulevard, "right in/right out" entrance to McGarity Road between Tomlinson Road and the required boulevard entrance to McGarity. These points of ingress and egress satisfy the requirements of§ 16.16.060.
 7. Verification must be made that the City of McDonough has water and sewer capacity for the property. A sewer capacity study will be required.



City of McDonough, GA

Community Development Department

Rezoning Staff Report

For Recommendation Only

Standards of Review

In ruling on any matter herein in which the exercise of discretion is required, or in ruling upon any application for Zoning Map amendment, the Administrative Official or the Legislative Body shall act in the best interest of the health, safety, morals, and general welfare of the City. In doing so, they will consider the existing land use pattern and two (2) or more of the following factors as they may be relevant to the application:

- | | |
|--|-----|
| 1. Adheres to the existing land use pattern. | Yes |
| 2. The possible creation of an isolated district unrelated to adjacent and nearby districts; | No |
| 3. The population density pattern and possible increase or overtaxing load on public facilities including, but not limited to, schools, utilities, and streets; | Yes |
| 4. Increase the cost of the City and other governmental entities in providing, improving, increasing, or maintaining public utilities, schools, streets, and other public safety measures; | Yes |
| 5. The possible impact on the environment, including, but not limited to, drainage, soil erosion and sedimentation, flooding, air quality, and water quantity; | No |
| 6. Whether the proposed Zoning Map amendment will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations; | No |
| 7. Whether there are substantial reasons why the property cannot be used in accordance with existing regulations; | No |
| 8. The aesthetic effect of existing and future use of the property as it relates to the surrounding area; | No |
| 9. The extent to which the proposed Zoning Map amendment is consistent with the Future Land Use Map; | Yes |
| 10. The possible effects of the proposed Zoning Map amendment to the character of a Zoning district, a particular piece of property, neighborhood, a particular area, or the community; | No |
| 11. The relation that the proposed Zoning Map amendment bears to the purpose of the overall zoning scheme, with due consideration given to whether or not the proposed change will help carry out the purposes of these regulations; | Yes |



City of McDonough, GA
Community Development Department
Rezoning Staff Report
For Recommendation Only

Standards of Review

- | | |
|---|------------|
| 12. Applications for a Zoning Map amendment which do not contain specific site plans carry a rebuttal presumption that such rezoning shall adversely affect the zoning scheme; | <i>No</i> |
| 13. The consideration of the preservation of the integrity of residential neighborhoods shall be considered to carry great weight; | <i>Yes</i> |
| 14. In those instances, in which property fronts a major thoroughfare and also adjoins an established residential neighborhood, the factor of preservation of the residential area shall be considered to carry great weight. | <i>Yes</i> |



City of McDonough, GA

Community Development Department

Rezoning Staff Report

For Recommendation Only

Professional Staff (City/Henry County/State) Analysis:

Department Name: McDonough Police

Comments: Ensure driveway length is adequate for family's parking situations.

Department Name: McDonough Fire

Comments: Approval based on review for code compliance. No comments on the annexation, and I understand that this property is already adjacent to other higher-density subdivisions, but rezoning from R-A to R75 is just another decrease to agricultural abilities and possibilities and increase to the suburban sprawl and urban development of compact housing. High density equals higher population, and higher population equals greater taxation of infrastructure and resources.

Department Name: Building & Inspections

Comments: Verification must be made the City of McDonough has water and sewer to property. A sewer capacity study will be required.

Department Name: City Engineer

Comments: Approval based on review for code compliance.

Department Name: Public Works

Comments: No initial comments returned – official plan review required.

Department Name: Stormwater

Comments: No initial comments returned – official plan review required.

Department Name: Water Distribution

Comments: No initial comments returned – official plan review required.

Department Name: Water/Sewer Operations

Comments: Not a reviewing agency.



City of McDonough, GA
Community Development Department
Rezoning Staff Report
For Recommendation Only

Professional Staff (City/Henry County/State) Analysis continued:

Department Name: GDOT

Comments: Not a reviewing agency.

Department Name: HC Water & Sewer

Comments: Not a reviewing agency.

Department Name: HCDOT

Comments: Not a reviewing agency.

Department Name: HCBOE

Comments: No comments received.

Department Name: HC GIS

Comments: Not a reviewing agency.

[illegible]



City of McDonough, GA
Community Development Department
Rezoning Staff Report
For Recommendation Only

Concept Plan

**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.





City of McDonough, GA
Community Development Department
Rezoning Staff Report
For Recommendation Only

Concept Plan Continued

**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





City of McDonough, GA
Community Development Department
Rezoning Staff Report
For Recommendation Only

Concept Plan Continued

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

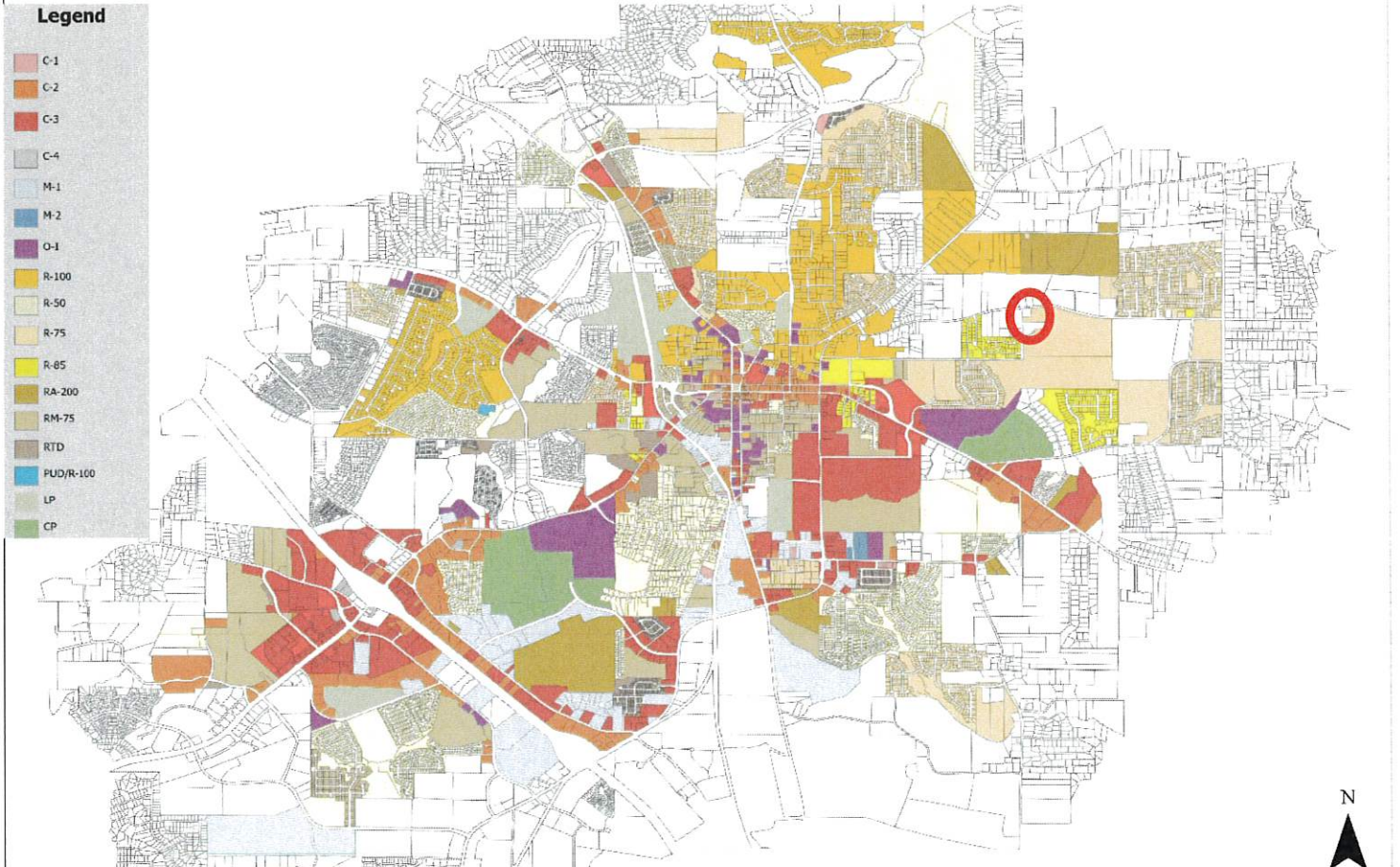
Willard, Braddock, Frazier,
Liston, Tunney Dempsey, The
Estates series of single-
family homes is perfect for
growing families featuring
spacious bedrooms, lofts for
secondary living spaces and
3rd car garage options.





City of McDonough, GA
Community Development Department
Rezoning Staff Report
For Recommendation Only

2025 OFFICIAL ZONING MAP



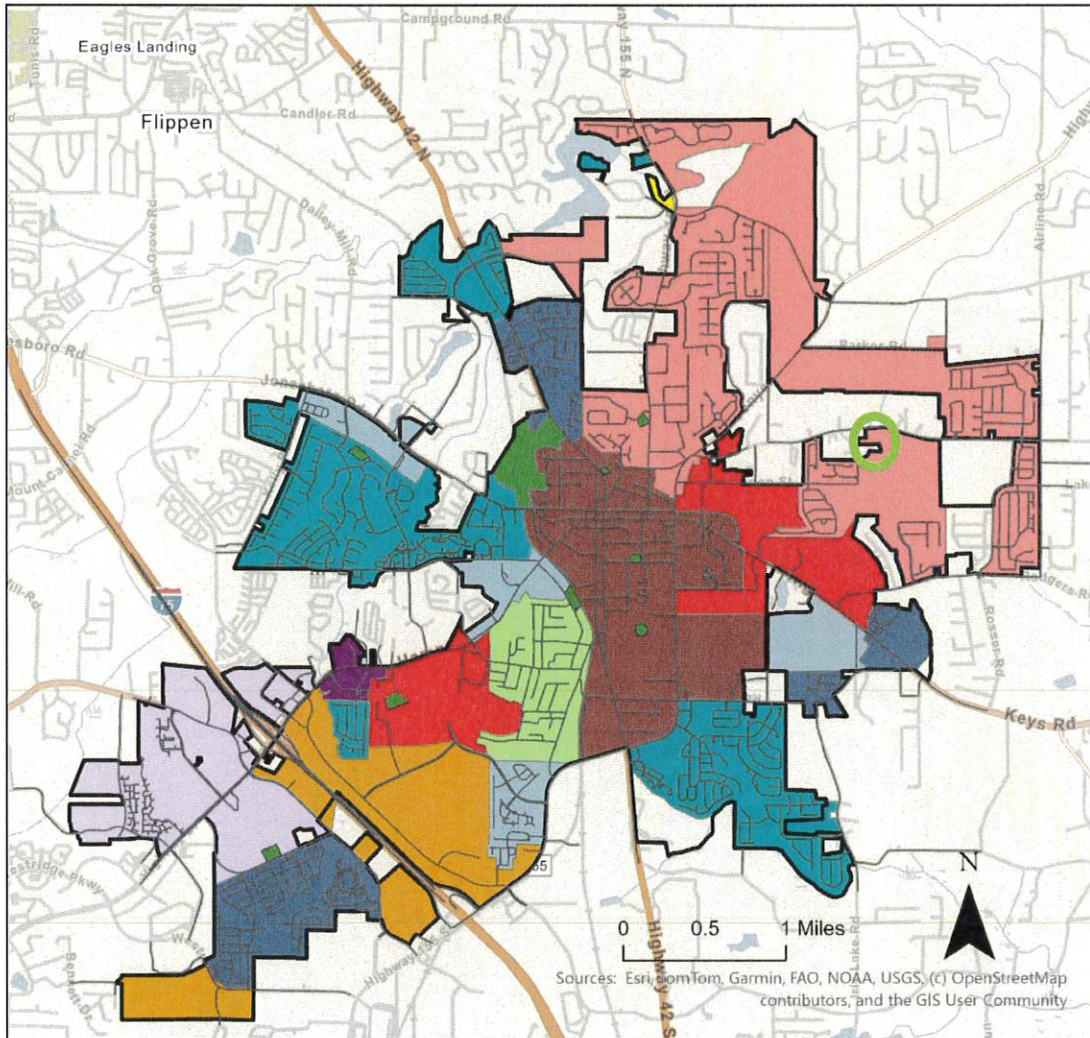


City of McDonough, GA

Community Development Department

Concept Compliance Staff Report

For Recommendation Only



McDonough Future Land Use Map

- | | | |
|---|--|--|
| Estate Residential | TCU | Office Park |
| Greenspace | Town Center | Regional Activity Center |
| Highway Activity Center | Traditional Neighborhood Development | Gateway Industrial |
| Institutional/Public | Suburban Mixed Use | Streets |
| Suburban Residential | | City Limits |



City of McDonough, GA
Community Development Department
Rezoning Staff Report
For Recommendation Only

GENERAL CODE COMPLIANCE DISCLAIMER

The proposed project shall be developed consistent with the conditions in this report, all codes and ordinances of the City of McDonough, the State of Georgia, and all other applicable regulatory agencies.

NOTE: *All Concept Plans are accepted as illustrative drawings to represent an idea only and are not approved during the rezoning process as an official review and approval by Staff showing compliance with City Codes, State Laws, and Zoning conditions which are required during the plan review process.*

STATE OF GEORGIA
CITY OF MCDONOUGH

ORDINANCE NO. 25-05-19002(A)

AN ORDINANCE TO ANNEX LAND INTO THE CORPORATE LIMITS WITHIN THE CITY OF MCDONOUGH, GEORGIA; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER LAWFUL PURPOSES.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MCDONOUGH AND IT IS HEREBY ORDAINED BY AUTHORITY THEREOF:

WHEREAS, through enactment of O.C.G.A. § 36-36-1 et. seq., the Georgia General Assembly has provided for alternative methods for annexing land into the corporate limits of a municipality; and

WHEREAS, this Ordinance has been prepared and considered in accordance with O.C.G.A. § 36-66-1 et. seq.; and

WHEREAS, the health, safety, welfare, aesthetics and morals of the citizens of the City of McDonough, Georgia shall be improved and protected by adoption and implementation of this Ordinance.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MCDONOUGH AND IT IS HEREBY ORDAINED BY AUTHORITY THEREOF:

Section I.

SCOPE

This Ordinance shall pertain to the following property per the application filed by **Andy Welch on behalf of the PulteGroup, Inc. for the Hardman property:**

705 Tomlinson St. (Parcel #122-02061000 and a portion of Parcel #122-02059000) consisting of 16.45 +/- acres lying in Land Lot 120 of the 7th District, Henry County, Georgia (legal description is attached as Exhibit "A").

Section II.

ANNEXATION

BE IT ORDAINED, by the Mayor and Council of the City of McDonough, Georgia, and it is hereby ordained by the authority of same, that said property zoned RA (Residential

Agricultural) described in Section I of this Ordinance, is hereby annexed to the corporate limits of the City of McDonough, Georgia, and made a part thereof.

Section III.

This Ordinance shall take effect upon the first day of the month following the month in which it is adopted. All Ordinances in conflict herewith are expressly repealed.

Section IV.

It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional. 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 Mayor and 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 and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and Sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section V.

All Ordinances or Resolutions and parts of Ordinances or Resolutions in conflict herewith are hereby expressly repealed.

SO ORDAINED, this 19th day of May 2025

CITY OF MCDONOUGH, GEORGIA

SANDRA VINCENT, MAYOR

ATTEST:

APPROVED AS TO FORM:

CHRISTY TAYLOR, CITY CLERK

EMILIA WALKER, CITY ATTORNEY

**STATE OF GEORGIA
CITY OF MCDONOUGH**

ORDINANCE NO. 25-05-19002(Z)

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

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

SECTION 1.

This ordinance applies to the following real property per the application filed by:
Andy Welch on behalf of The PulteGroup, Inc. for the Hardman property:

All that lot, tract or parcel of land, otherwise known (705 Tomlinson St.) as Parcel #122-02061000 and a portion of #122-02059000, lying and being in Land Lot(s) 120 of the 7th District of Henry County, Georgia, consisting of 16.45 +/- acres and being more particularly described on Exhibit "A," attached hereto and incorporated herein by reference.

SECTION 2.

The above property is hereby zoned, R-75/R-85(Single-Family Residential) and subject to the new conditions of development contained in Exhibit "B," attached hereto and incorporated herein by reference.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

This ordinance shall become effective immediately upon adoption.

SO ORDAINED this 19th day of May 2025.

CITY OF MCDONOUGH, GEORGIA

SANDRA VINCENT, MAYOR

ATTEST:

APPROVED AS TO FORM:

CHRISTY TAYLOR, CITY CLERK

EMILIA WALKER, CITY ATTORNEY

Exhibit A
Legal Description (See Attached)

Exhibit B
Conditions of Development

REFER TO FINAL STAFF REPORT



AGENDA ITEM SUMMARY
May 19, 2025, City Council Meeting
Item Number: 15

Presented by: Dr. Ralph Igwedibie, Director

Finance Department

ITEM SUMMARY:

Presentation of the City of McDonough Draft Budget for the Fiscal Year 2025-2026, as required by Georgia Code, O.C.G.A. 36-81-5 (2010).

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

FINANCIAL IMPACT:

FUNDING SOURCE:

ATTACHMENTS:

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☒ No

OTHER DEPARTMENTAL REVIEW

☐ Finance

☐ Fire

☐ Stormwater

☐ Highway and Streets

☐ Main Street

☐ Water Distribution

☐ Human Resources

☐ Police

☐ Water/Sewer Operations

☐ Community Development

☐ Technology Services

☐ Other

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency

Distribution:
White - Applicant
Yellow - State Traffic Engineer
Pink - District Traffic Engineer

Do Not Write In This Space
Application No. _____
Permit No. _____

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

REQUEST FOR TRAFFIC SIGNAL

To the Georgia Department of Transportation:

City of McDonough hereby requests approval for the use of a traffic signal at the location described below:

LOCATION

Local Street names: Atlanta Street at Huntington Drive/Chantilly Place

State Route Numbers: 42 at _____

TYPE SIGNAL

☐ Stop and Go ☒ Flashing Beacon ☐ School Beacon ☐ Other

CONDITIONS OF APPLICATION AND STANDARDS OF OPERATION

In the event that the Georgia Department of Transportation authorizes the use of a traffic signal at the above location, the undersigned agrees to participate in the costs to purchase and install the signal. This level of participation will be determined after a study of the location has been completed. The signal must be installed to the Department's standards and conform with the authorization issued by the Department and the provisions set forth therein.

COST OF OPERATION

The full and entire costs of the electric energy and telephone service used to operate the signal shall be at the expense of the applicant without any cost to the Georgia Department of Transportation. The applicant understands that the Department may ask for participation in the cost for the purchase, installation and maintenance of the signal if approved.

INSPECTION AND APPROVAL

The installation, maintenance and operation of said signal shall be subject at all times to inspection and approval by a duly authorized engineer of the Georgia Department of Transportation.

RIGHT TO REVOKE

The Georgia Department of Transportation reserves the right to revoke the approval should it for any reason desire to do so, by giving the applicant thirty (30) days written notice, and in that event, the applicant agrees to remove said signal from said right-of-way at its own expense or allow it to be removed by the Department.

This application is hereby submitted and all of the terms and conditions are hereby agreed to. The undersigned are duly authorized to execute this instrument.

This the _____ day of _____ 20__

Attest:

By: _____

Title: _____

Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN HENRY COUNTY,
GEORGIA, THE HENRY COUNTY ELECTIONS BOARD OF ELECTIONS AND
REGISTRATION AND THE CITY OF MCDONOUGH, GEORGIA
RELATING TO MUNICIPAL ELECTION SERVICES**

This Intergovernmental Agreement ("Agreement"), is made and entered into this 19th day of May 2025, by and between Henry County, Georgia, a political subdivision of the State of Georgia, acting by and through its Elections Board of Commissioners (hereinafter the "County"), and the City of McDonough, Georgia, a municipal corporation chartered and existing under the laws of the State of Georgia, acting by and through its Mayor and Council (hereinafter the "City").

WITNESSETH:

WHEREAS, in 2006, the Georgia General Assembly enacted Ga. L. 2006, p. 4062, creating the Henry County Elections Board of Elections and Registration (hereinafter "Elections Board") to conduct primaries and elections in Henry County, Georgia; and

WHEREAS, the City has requested that the County enter into an Agreement with the City, to provide the services of the Elections Board to properly conduct municipal elections pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the corporate limits of the City of McDonough are located within the County; and

WHEREAS, the City is required to conduct municipal elections from time to time for the purposes of electing individuals to serve on the City Council of said City, as Mayor of said City, special referenda, bond issues, or called special elections, and the Elections Board is authorized to provide services to the City under O.C.G.A. § 21-2-40 (b); and

WHEREAS, O.C.G.A. § 21-2-45 (c) authorizes the governing authority of any municipality of the County within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire County, which benefits are hereby expressly acknowledged, and has determined that it is in the best interests of the citizens of the City of McDonough to enter into an Agreement with the County for the services of the Elections Board, as authorized by Art. IX, Sec. III, Para. I, of the Constitution of the State of Georgia, for the purposes set forth herein.

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. Representations of the Parties. Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering into this Agreement:

- (a) The City is a municipal corporation that has validly adopted a resolution to authorize the city to enter into this Agreement at a public meeting held pursuant to the Open Meetings Act, O.C.G.A. § 50-14-1 et seq.; and
- (b) The County has duly adopted a resolution to authorize the County to enter into this Agreement for the services of the Elections Board at a public meeting held pursuant to the Open Meetings Act, O.C.G.A § 50-14-1 et seq.

Section 2. Term of Agreement. The term of this Agreement shall commence on the [] day of [], 202__ and shall terminate on [], 202__. This Agreement shall automatically renew for ten successive annual terms, unless terminated as outlined in Section 3.

Section 3. Termination. This Agreement may be terminated at any time, with or without cause, by either party upon the provision of one hundred and eighty (180) days written notice. If a notice to terminate is given, the Elections Board will continue to provide the contracted services to the City through the effective date of termination stated in said notice of termination.

Section 4. Prerequisites to Performance. The City shall adopt an ordinance authorizing the Elections Board to conduct elections, and the City may request the Elections Board to perform any or all duties of a superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated with the exception of the qualification of candidates.

Section 5. Scope of Services. After adopting the appropriate ordinance set forth in Section 4, the Elections Board acting as the superintendent of elections shall provide any and all services reasonably required to conduct, manage, and supervise all municipal elections for the City in accordance with all applicable federal, state and local laws, including the following services:

- (a) Receiving and acting upon petitions, determining the sufficiency of nomination petitions of candidates, filing notice of candidacy in accordance with state law, preparing and publishing all notices and advertisements relating to the conducting of elections, selecting and equipping polling places, securing and maintaining election equipment, appointing poll officers to serve in primaries and elections, ensuring compliance with the State Election Elections Board rules and general laws, instructing poll officers in their duties, receiving poll returns, certifying and announcing the results, and guaranteeing the secrecy of the ballot;
- (b) At a mutually agreed upon time, calling for an election, to be held in all applicable voting precincts in the City;

- (c) Setting the date of such election as provided by law, opening the polls of each election district of the City at 7:00 a.m. and closing at 7:00 p.m., ensuring that the election is held in accordance with the election laws of the State of Georgia, and counting the votes of said election in the manner required by law;
- (d) Publishing the Notice of Election as authorized by law, and prior to the date of any election, appointing a proper Election Manager and Clerks to supervise and hold the municipal election;
- (e) In the event that a special unscheduled election is necessary, conferring with the City and reaching a mutually convenient date to conduct said election;
- (f) Being Providing for absentee ballots and designating the location to vote absentee; and
- (g) Performing any other duties required for the conduction of a municipal election as required by Georgia law.

Neither the County nor the Elections Board shall be responsible for calling for or conducting qualifying for candidates for municipal offices.

Section 6. Compensation. The City shall reimburse the County all costs incurred in performing those functions which the municipality has requested the Elections Board to perform, including, but not limited to, all usual, standard costs incurred by the County and the Elections Board during a given election other than when the election is conducted on the same day as a County election. By way of example, such costs may include the cost of poll workers, the printing of ballots, and the publishing of legal notices.

- (a) In the event the County and the City conduct an election on the same date, the City shall be responsible for one-half (1/2) of the total expense of said election within its jurisdiction, unless otherwise agreed to by the parties.
- (b) Within ninety (90) days after the date of the election or any run-off election related thereto, whichever is last to occur, the County shall furnish the City with a complete statement showing all costs and expenses incurred from the election(s). The City shall remit reimbursement for all expenses and costs in connection with the election to the County within thirty (30) days after receipt of the invoice that provides said expenses and costs.

Furthermore, in addition to these costs, the City shall pay the County a fee of **[\$100]** per election conducted as further consideration for the performance of said services.

Section 7. Indemnity and Defense. To the extent allowed by applicable law, the City shall indemnify and hold the County, the Elections Board, and their respective employees, agents and assigns harmless from any and all claims made concerning or resulting from any election conducted pursuant to the terms of this Agreement including, but not limited to, all claims made contesting any aspect of a given election, except claims alleging the intentional or willful acts of

agents or employees of the County or the Elections Board in connection with any election held pursuant to this Agreement. All legal services and defenses of litigation required by the Elections Board or the County or one acting on behalf of the Elections Board or County, arising from the municipal election held pursuant to this Agreement shall be furnished by the County Attorney unless the Elections Board and City agree that the City Attorney shall provide the required legal services. The expenses for any legal services provided referred to in this paragraph shall be borne by the City.

Section 8. Modification. The parties may modify this Agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.

Section 9. Entire Agreement. This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

Section 10. Jurisdiction. The parties hereby agree to the jurisdiction and venue of the Henry County Superior Court.

Section 11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

Section 12. Governing Law. This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced according to the laws of the State of Georgia.

Section 13. Severability. Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

Section 14. Notices. All notices, consents, waivers, directions, requests or other instruments or communications which may be or are required to be given under this Agreement shall be deemed properly given only if made in writing and sent by (a) hand delivery, or (b) registered or certified United States mail, return receipt requested or (c) a nationally recognized overnight delivery service (such as Federal Express, UPS Next Day Air, or DHL), or (d) electronic mail (provided that a copy of such electronic mail notice is also delivered within twenty-four (24) hours to the party by one of the other methods listed herein), with all postage and delivery charges paid by the sender and addressed to the other party(ies) as applicable as follows:

If to Henry County:

Henry County Government
140 Henry Parkway
McDonough, Georgia 30253
Attn: Carlotta Harrell, Chair
charrell@co.henry.ga.us

If to the City of McDonough:

City of McDonough
136 Keys Ferry Street
McDonough, Georgia 30253
Attn: Sandra Vincent, Mayor
svincent@mcdonoughga.org

All notices shall be sent to the successors in office to any of the foregoing.

Section 15. No Consent to Breach. No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

[SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered on the date indicated in the preamble above.

HENRY COUNTY BOARD OF
COMMISSIONERS

By: _____
Carlotta Harrell, Chair

Attest:

Stephanie Braun,
County Clerk

(SEAL)

Approved as to Substance:

HENRY COUNTY BOARD OF
ELECTIONS AND REGISTRATION

By: _____
Deidrea Collins, Chair

CITY OF MCDONOUGH, GEORGIA

By: _____
Sandra Vincent, Mayor

Attest:

Christy L. Taylor,
City Clerk

(SEAL)