

CONSENT AGENDA ITEM SUMMARY
July 02, 2026, City Council Workshop
Item Number: 6A



Presented by: Christy Taylor, City Clerk

Administration

ITEM SUMMARY:

Request for authorization to pay the Lockton Excess Cyber Security invoice in the amount of \$12,480.00

SPECIAL CONSIDERATIONS OR CONCERNS:

None.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

\$12,480.00

FUNDING SOURCE:

100-5.1330.52.3100

ATTACHMENTS:

Lockton invoice

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☒ No



INVOICE

Invoice Date: 06/18/2026
Invoice Number: 37111141
Amount Invoiced: \$12,480.00
Invoice Due Date: 06/20/2026

Bill To:
 City of McDonough
 Christy Taylor
 136 Keys Ferry Street
 McDonough, GA 30253

Carrier : Houston Casualty Company
Policy Term : 05/01/2026 to 05/01/2027
Policy Number : H26PCU2156001
Effective Date : 05/01/2026

Line of Business	Description	Amount Due
Excess Cyber/Network Liab(1)	Premium	\$12,000.00
Invoice	Georgia Surplus Lines Tax	\$480.00
Total Invoice Balance		\$12,480.00

Invoice Message: 2026-2027 Excess Cyber Renewal

Remittance Options (all payments must be made in USD)	
Check to Lockbox: Southeast Series of Lockton Companies, LLC c/o Bank of America PO Box 741732 Atlanta, GA 30374-1732	ACH payment must include the following addenda record with remittance information: 1. Start the addenda record with INV 2. Followed by a single space 3. Followed by the Invoice number 4. Ending in asterisk (*)
ACH or Wire Transfer: Bank Name : Bank of America ACH Routing #: 061000052 Wire Routing #: 026009593 SWIFT : BOFAUS3N ACH Account #: 334034243998 Wire Account #: 334034243998	Example: Single Invoice: INV 123456* Multiple Invoices: INV 123456/234445/344555* Email remittance to: clientpayments@lockton.com <i>Avoid email scams. Call your Lockton account team if you receive a request to change payment details.</i>

AGENDA ITEM SUMMARY
July 02, 2026, City Council Workshop
Item Number: 8



Presented by: Chief David Williams

Public Safety – Fire Department

ITEM SUMMARY:

Introduction & badge presentation to the newly promoted MFD Lieutenants.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

FINANCIAL IMPACT:

FUNDING SOURCE:

ATTACHMENTS:

A copy of the LT Introduction & Badge Presentation and memo listing the qualified candidates and correlating point accrual from the last promotional process.

OTHER DEPARMENTAL REVIEW NEEDED:

☐ Yes

☒ No



Introduction & Presentation

Good evening, Mayor, Council, Administration, & Citizens.

It's an honor to come before you this evening as I have the privilege of introducing our newly promoted lieutenants and presenting their Lieutenant Badges. This promotion reflects their hard work, dedication, leadership, and commitment to serving both this department and our community.

They all challenged and completed the daunting and vigorous promotional process of tenure, certification, and training assessments, written and oral exams, physical agility and leadership scenario assessments, and interview, and earned their spot on the most recent list of qualified candidates.

The rank of lieutenant carries significant responsibility. It requires sound judgment, integrity, and the ability to lead others during some of the most challenging situations. I am confident that these individuals have demonstrated the skills and character necessary to meet those expectations. They have been issued their lieutenant helmets and sworn in as McDonough Fire Lieutenants.

As I call their names, I'll present them with their lieutenant badge.

Matt Payne

Scott Thames

Richard Williams

Please join me in congratulating our new lieutenants as they begin the next chapter of service and leadership. We thank them and their families for their continued support and sacrifice.

Congratulations, Lieutenants, and we wish you continued success and safety in your new roles.

Thank you.



McDonough Fire Department

88 Keys Ferry Street <McDonough, GA 30253> 678-782-6250 <Fax 678-432-0400

'Making a Positive Difference'

Dave Williams – Fire Chief

Lance Richards – Training Chief

Kellie Taylor – Prevention Captain

Memorandum:

To: All Fire Department Personnel

From: Dave Williams, Fire Chief

Date: October 6, 2023

Subject: Lieutenant Promotion Process

Lieutenant Promotion Process

We have concluded the 2023 Lieutenant Promotion Process, provided each participant their scores, and have established the list of candidates. I know it was a vigorous process for some, but congratulations to all; you all made the list. The final list is below and will remain in effect for two years unless otherwise noted at a later date.

If you are on the list and wish to withdraw, you must submit your withdrawal request in writing to me or TC Richards.

Again, congratulations to all!

<u>Lieutenant List</u>	<u>Total Points</u>
Michael Akins	292.90
Matt Payne	282.37
Scott Thames	282.08
Richard Williams	271.10
Justin Hopper	259.27
Lee Smith	254.70
Robert Bennett	244.05

Vision

The City of McDonough will be served by a team of highly trained, skilled, and dedicated fire department professionals committed to the core values of emergency protection, community service, safety and security.

AGENDA ITEM SUMMARY
July 02, 2026, City Council Workshop
Item Number: 9



Presented by: William VonDenBosch, Director

Public Works

ITEM SUMMARY:

Request for approval for the Mayor to sign all documents for Onsite Paving to Asphalt Mill & Pave back (Approx. 2,713 Square Yards) and Asphalt & Overlay (Approx. 146 Square Yards) on Lakemont Drive.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Staff recommends approval of this paving project in conjunction with the already awarded (April 20, 2026 Meeting) installation of Speed Table on Lakemont Drive.

FINANCIAL IMPACT:

Total Cost \$ 94,498.00

FUNDING SOURCE:

SPLOST V: 326-5.4210.54.1402 (Highways & Street Improvements)

ATTACHMENTS:

Proposal from Onsite Paving \$ 94,498.00
Proposal from MHB Paving \$ 93,906.00

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

X ☐ Finance



167 Mount Carmel Road
McDonough, GA 30253
Phone # 770-914-6400 Fax #
www.Onsitepaving.com

Proposal

Date	Proposal #
5/15/2026	2026-8489

Customer Information

City of McDonough
136 Keys Ferry St.
McDonough, GA 30253

Description	Total
Project Information: Lakemont Drive Asphalt Mill & Paveback Lakemont Drive McDonough, GA 30253 Light Duty 2" Asphalt Mill & Overlay: Approx. 2,713 square yards 1. Mill 2" avg. depth existing asphalt and haul millings to an approved recycling facility. 2. Apply a bituminous tack coat to milled asphalt surface (Type SS-1H). 3. Install 2" avg. depth hot plant mixed asphalt (9.5mm SP Ty. 2 + Lime). 4. Roll and compact using a 3 to 5 ton vibratory steel drum roller. 5. Roll and compact using a rubber tire roller for added compaction. 2,713 SY @ \$27.00 / SY = \$73,251.00 Heavy Duty 5" Asphalt Mill & Overlay: Approx. 146 square yards 1. Mill 5" avg. depth existing asphalt and haul millings to an approved recycling facility. 2. Check base / subgrade for compaction. 3. Install 3" avg. depth hot plant mixed asphalt (19mm SP + Lime). 4. Roll and compact using a 3 to 5 ton vibratory steel drum roller. 5. Roll and compact using a rubber tire roller for added compaction. 6. Apply a bituminous tack coat to milled asphalt surface (Type SS-1H). 7. Install 2" avg. depth hot plant mixed asphalt (9.5mm SP Ty. 2 + Lime). 8. Roll and compact using a 3 to 5 ton vibratory steel drum roller. Page ____ of ____	73,251.00

WE PROPOSE to furnish labor and materials - complete in accordance with above specifications, and subject to conditions stated herein, for the

sum of: _____

WITH PAYMENTS TO BE MADE AS FOLLOWS: _____

All material is guaranteed to be specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance upon above work. our workers are covered by Workmen's Compensations Insurance.

3alw 5.4a10.54.140a

Acceptance of Proposal:

Signature

Title

Print Name: _____

Date of acceptance: _____



167 Mount Carmel Road
McDonough, GA 30253
Phone # 770-914-6400 Fax #
www.Onsitepaving.com

Proposal

Date	Proposal #
5/15/2026	2026-8489

Customer Information

City of McDonough
136 Keys Ferry St.
McDonough, GA 30253

Description	Total
9. Roll and compact using a rubber tire roller for added compaction, 146 SY @ \$72.00 / SY = 10,512.00	10,512.00
Thermoplastic striping: 1,210 linear feet DBYL Lump Sum	2,933.00
Traffic Control: 4 days @ \$1,950.00 / day = \$7,800.00	7,800.00
**THIS PROPOSAL INCLUDES (1) MILLING CREW & (1) PAVING CREW MOBILIZATION. **THESE PRICES ARE BASED ON CURRENT MARKET CONDITIONS FOR LIQUID ASPHALT CEMENT AS OF MAY 15, 2026. ONSITE PAVING, SEALCOATING AND MAINTENANCE, LLC RESERVES THE RIGHT TO ADJUST THE PRICE FOR PAVING TO REFLECT THE CURRENT MARKET CONDITIONS AT THE TIME OF ASPHALT INSTALLATION.	
Page ____ of ____	

WE PROPOSE to furnish labor and materials - complete in accordance with above specifications, and subject to conditions stated herein, for the
sum of \$94,498.00

WITH PAYMENTS TO BE MADE AS FOLLOWS:

All material is guaranteed to be specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance upon above work. Our workers are covered by Workmen's Compensation Insurance.

Acceptance of Proposal: Signing below acknowledges the acceptance of the above pricing, work specifications and authorizes to do the work as specified. Payment is due upon completion of the project unless otherwise stated above. All legal and court costs incurred in the collection of monies owed according to this signed contract will be the responsibility of the customer. Interest of 18% Annum will be charged on all accounts over 30 days. Prices good for 30 days. The undersigned by entering this agreement acknowledges and agrees to the attached terms and conditions of Onsite Paving Sealcoating and Maintenance.

Acceptance of Proposal:

Signature _____ Title _____

Print Name: _____

Date of acceptance: _____

MHB Paving, Inc.

Quality - Experience - Service
113 S Cherokee Rd, Social Circle, GA 30025 (770) 786-8666 Fax (770) 786-1678

B040

PROPOSAL AND CONTRACT

Attn: Estimating Department

Email: wvonderbosch@mcdonoughga.org

Project: Lakemont Drive

Date: June 18, 2028

MHB Paving, Inc. (Hereafter called "MHB") proposes to furnish to you (the "Buyer") the following material and/or services required for the above:

Approx. Qty.		Description	Rate	Price
<u>Asphalt</u>				
2,713.00 SY	Light Duty Asphalt	Mill 2" Overlay w/ 12.5mm Topping w/ Lime and Tack Coat	\$ 26.94	\$ 73,095.02
146.00 SY	Heavy Duty Asphalt	Mill 5", 3" 19mm Binder w/ Lime, 2" 12.5mm Topping w/ Lime and tack coat	\$ 75.59	\$ 11,035.98
				\$ 84,131.00
<u>Thermoplastic Striping</u>				
1.00 UN	Double Yellow Thermo	1210 LB	\$3,025.00	\$ 3,025.00
				\$ 3,025.00
<u>Traffic Control</u>				
2.00 Days	Traffic Control - Asphalt	Flagman and signs for asphalt within ROW	\$ 2,250.00	\$ 4,500.00
1.00 Days	Traffic Control - Striping	Flagman and signs for striping within ROW	\$ 2,250.00	\$ 2,250.00
		**Traffic control pricing does NOT include bonds, engineered traffic control plans, permits, lane closure.		\$ 6,750.00
		If MHB is to supply any of the above, additional charges will be issued via a revised proposal or change order.		
Total Estimate				\$ 93,906.00

Any item not explicitly stated above is NOT included in pricing. A change order will be issued for any additional work.
Plans:

DUE TO THE RISING COSTS OF ASPHALT MATERIAL, MHB IS NOT ABLE TO HOLD VENDOR PRICING. THEREFORE, SHOULD THERE BE AN INCREASE BEFORE ACTUAL PLACEMENT, YOU AGREE TO PAY FOR THE INCREASE WITH NO INCREASE TO PROFIT/OVERHEAD.

Exclude: Demo, Grading, Utility Work, Stairs, Handrails, Guard Rails, Loading Docks and Ramps.

No night work or weekend work included in pricing

MHB not responsible for damages to binder caused by binder being used as a work surface

NOTES:

1. Subgrade to be +/- 1/10 of grade.
2. MHB will not warranty drainage in areas having less than 1.12% fall to low points.
3. Quantities above are estimated, invoices will be made from actual field measurements.

4. Traffic Control is NOT included.
5. MHB is Not responsible for supplying erosion control. Damages caused by such are Not covered.
6. Any work not described above will require a signed Change Order.
7. No permits or engineered plans.

8. Compaction to be 95% or better.
9. A Discount May Be Given If Payment Is Received Within 10 Days From Billing Date, please inquire.
10. Price Includes 1 Mobilization, All Others Billed @ \$5,150.00/ea.
11. Layout/Surveying Work is Not included unless otherwise specified.

THIS PROPOSAL & CONTRACT MUST BE MADE PART OF SEPARATE CONTRACT.

This proposal will remain a firm offer for a period of thirty-five (35) days from the above date, after which it will be invalid unless confirmed in writing by MHB. Payment in full is required at completion of above work, unless otherwise specified. Customer shall pay all costs for attorney fees that may be incurred in the collection of past due invoices.

(Signature & Title)

MHB Paving, Inc.

(Date of Acceptance)

Wesley Bryant - Estimator

(Signature & Title)

Notes & Exclusions

1. Subgrade to be +/- 1/10 of grade
2. Unless otherwise specified, quote includes 1 mobilization for base, 1 mobilization for binder, 1 mobilization for topping, 1 mobilization for DOT asphalt, 1 mobilization for milling, 1 mobilization for soil cement, 1 mobilization for curb, 1 mobilization for site concrete. If additional mobilizations are required, add \$5,450.00 for each additional asphalt mobilization, \$6,000.00 for each soil cement/milling mobilization, and \$4,000.00 for each concrete mobilization
3. Unless otherwise specified, all asphalt priced using standard GDOT mixes.
4. Above prices are based on procurement and install of material during normal daytime hours. Normal daytime hours are defined as 7:00am-6:00pm Monday thru Friday. If material is to be installed outside of these hours, please contact MHB for pricing
5. Layout is based on stakes placed by others. If MHB is to place stakes then additional charges will apply.
6. Quantities are based on plans specified above.
7. Unless otherwise specified, Traffic Control is NOT included.
8. Please contact MHB Paving for early payment discounts and terms.
9. MHB will not warranty drainage in areas with less than 1.5% fall to low points
10. MHB not responsible for supplying erosion control. Damages caused by such are not covered
11. Any work not described above will require a signed change order
12. Permits and Engineered traffic control plans not included. Upon request, MHB can provide cost for permits and engineered traffic plans at cost plus 10%
13. Compaction to be 95% or better
14. MHB is not responsible for damages to binder caused by using binder as a work surface.
15. Quote does not include Demo, Grading, Utility Work, Stairs, Handrails, Guard Rails, Loading Docks, Ramps, Bike Racks, Light Pole Bases, Benches, Fencing, Backfilling, Walls

AGENDA ITEM SUMMARY
July 02, 2026, City Council Workshop
Item Number: 10



Presented by: William VonDenBosch, Director

Public Works Department

ITEM SUMMARY:

Request for approval to allow access, temporary construction, maintenance, and stormwater improvements easement agreement to McDonough Leased Housing Associates, LLLP for Willow Place community; and authorize the Mayor to sign all documents

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

FUNDING SOURCE:

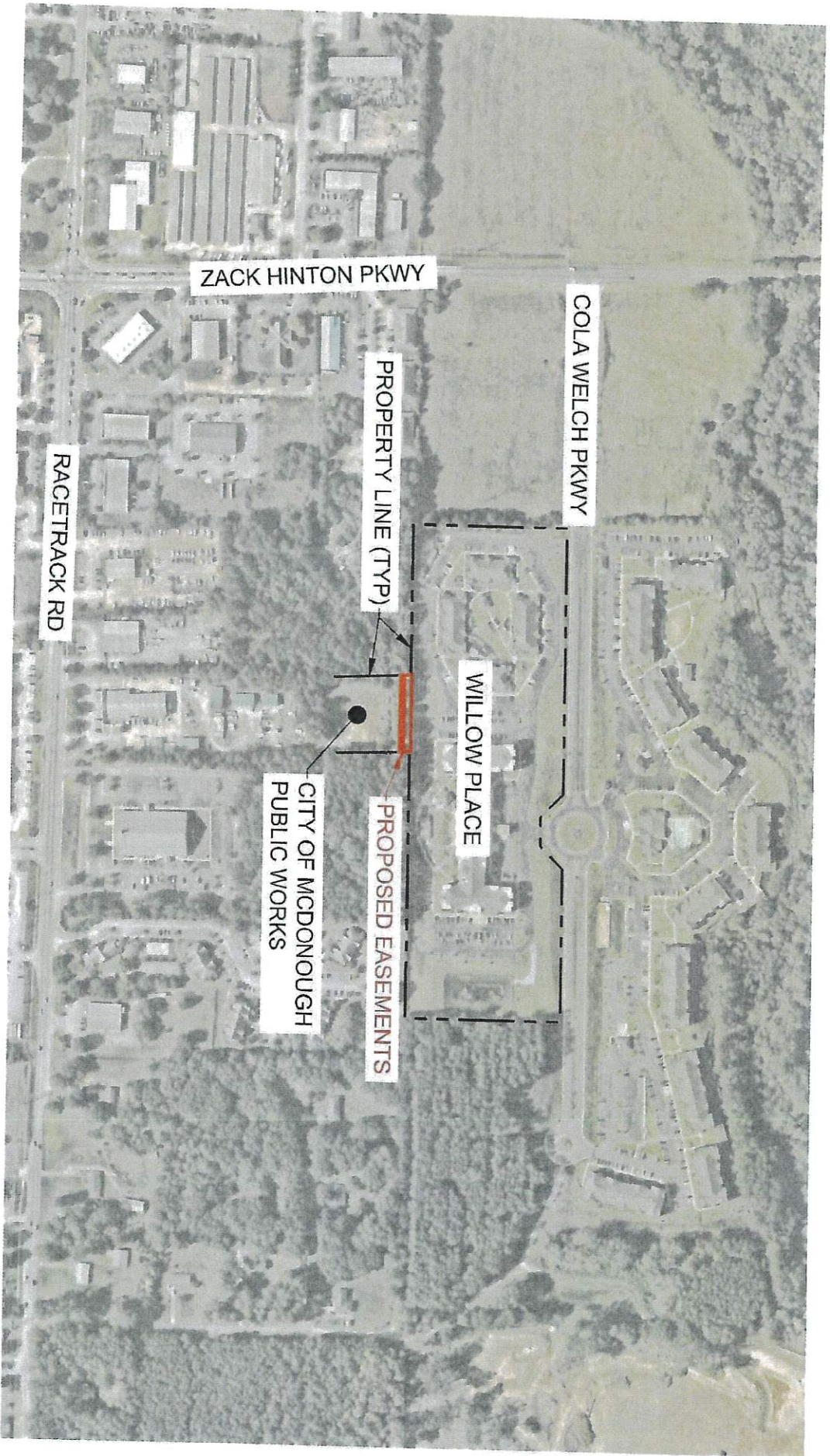
ATTACHMENTS:

1. Proposed Easement Map
2. Drainage Easement & Temporary Construction Easement Map
3. Temporary Construction Easement Exhibit
4. Drainage Easement Exhibit
5. Easement Agreement

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☒ No

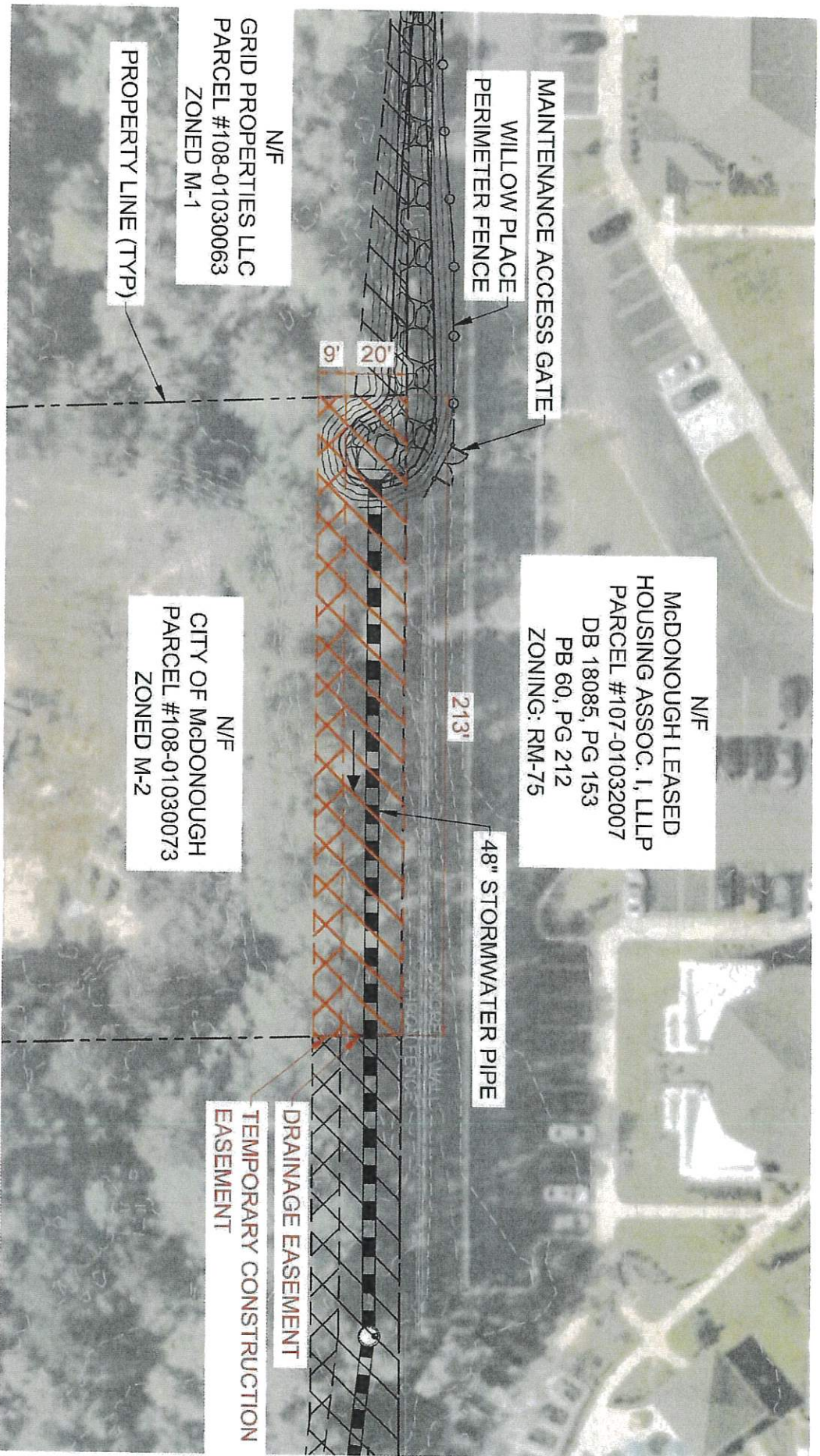


Kimley»Horn

WILLOW PLACE STORMWATER IMPROVEMENTS
OVERALL MCDONOUGH PUBLIC WORKS EASEMENTS AERIAL

May 28, 2026



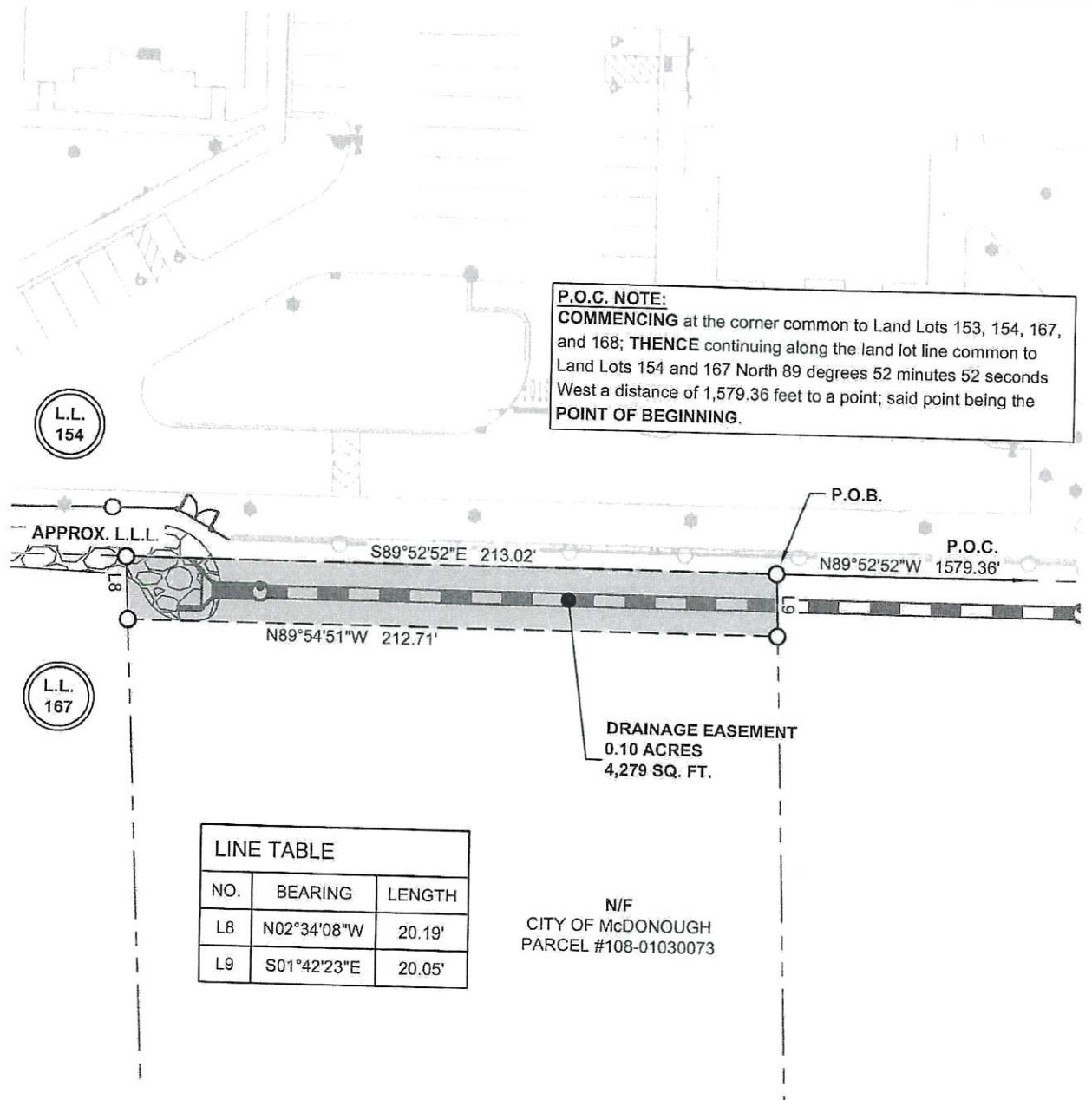


Kimley»Horn

WILLOW PLACE STORMWATER IMPROVEMENTS
DETAILED McDONOUGH PUBLIC WORKS EASEMENTS AERIAL

May 28, 2026

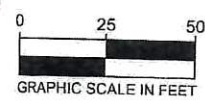




P.O.C. NOTE:
COMMENCING at the corner common to Land Lots 153, 154, 167, and 168; **THENCE** continuing along the land lot line common to Land Lots 154 and 167 North 89 degrees 52 minutes 52 seconds West a distance of 1,579.36 feet to a point; said point being the **POINT OF BEGINNING**.

LINE TABLE		
NO.	BEARING	LENGTH
L8	N02°34'08"W	20.19'
L9	S01°42'23"E	20.05'

N/F
 CITY OF McDONOUGH
 PARCEL #108-01030073



KEVIN PATE
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 3499
 3930 EAST JONES BRIDGE,
 SUITE 350
 PEACHTREE CORNERS, GEORGIA
 PH.(470)-579-5064
 KEVIN.PATE@kimley-horn.com



DRAINAGE EASEMENT EXHIBIT
 FOR CITY OF McDONOUGH
 LAND LOT 167, 7TH DISTRICT
 HENRY COUNTY, GEORGIA

Kimley»Horn

3930 East Jones Bridge Rd, Suite 350
 Peachtree Corners, GA 30092 COA #1412
 Tel. No. (770) 825-0744
 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 50'	SRR	BDP	6/1/2026	013592000	1 OF 2

PROPERTY DESCRIPTION OF CITY OF McDONOUGH DRAINAGE EASEMENT

All that tract or parcel of land lying and being in Land Lot 167 of the 7th District, Henry County, Georgia, and being more particularly described as follows:

COMMENCING at the corner common to Land Lots 153, 154, 167, and 168; **THENCE** continuing along the land lot line common to Land Lots 154 and 167 North 89 degrees 52 minutes 52 seconds West a distance of 1,579.36 feet to a point; said point being the **POINT OF BEGINNING**.

THENCE from said **POINT OF BEGINNING** leaving said land lot line South 01 degrees 42 minutes 23 seconds East a distance of 20.05 feet to a point; **THENCE** North 89 degrees 54 minutes 51 seconds West a distance of 212.71 feet to a point; **THENCE** North 02 degrees 34 minutes 08 seconds West a distance of 20.19 feet to a point on the land lot line common to Land Lots 154 and 167; **THENCE** continuing along said land lot line South 89 degrees 52 minutes 52 seconds East a distance of 213.02 feet to a point; said point being the **POINT OF BEGINNING**.

Said tract or parcel contains 4,279 square feet or 0.10 acre.

KEVIN PATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 3499
3930 EAST JONES BRIDGE,
SUITE 350
PEACHTREE CORNERS, GEORGIA
PH.(470)-579-5064
KEVIN.PATE@kimley-horn.com



DRAINAGE EASEMENT EXHIBIT
FOR CITY OF McDONOUGH
LAND LOT 167, 7TH DISTRICT
HENRY COUNTY, GEORGIA

Kimley»Horn

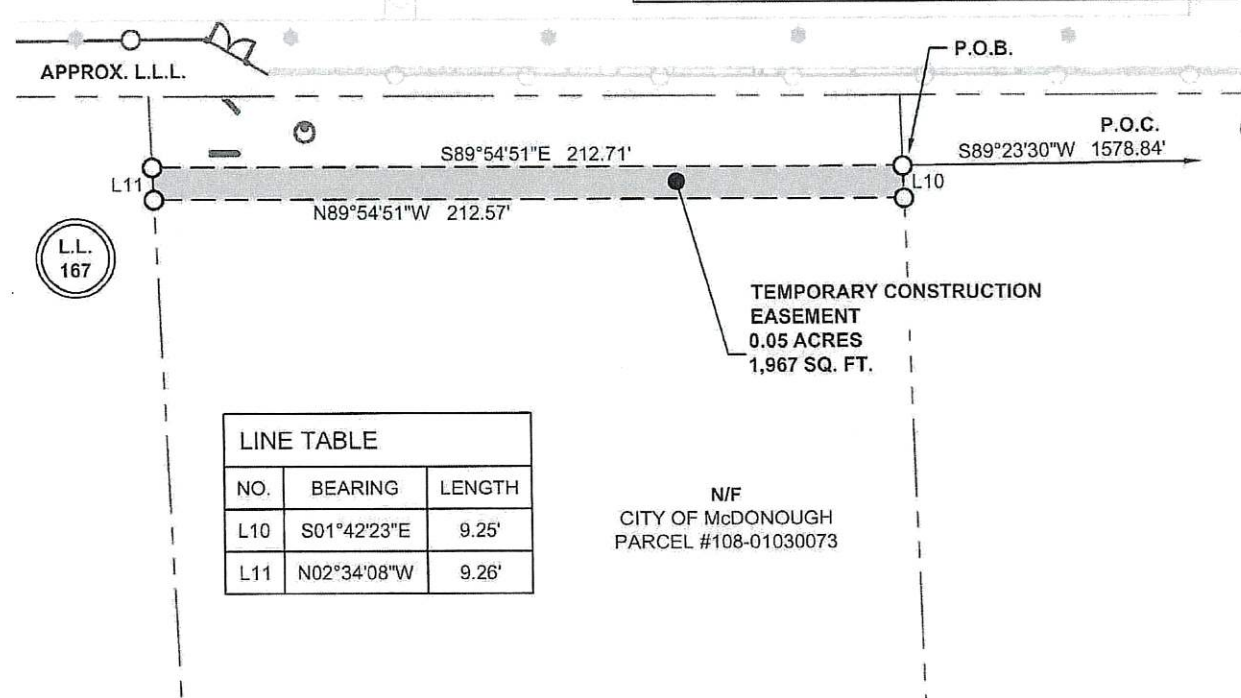
3930 East Jones Bridge Rd, Suite 350
Peachtree Corners, GA 30092 COA #1412

Tel. No. (770) 825-0744
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRR	BDP	6/1/2026	013592000	2 OF 2

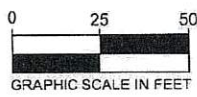


P.O.C. NOTE:
COMMENCING at the corner common to Land Lots 153, 154, 167, and 168; **THENCE** continuing along a tie line South 89 degrees 23 minutes 30 seconds West a distance of 1,578.84 feet to a point; said point being the **POINT OF BEGINNING**.



LINE TABLE		
NO.	BEARING	LENGTH
L10	S01°42'23"E	9.25'
L11	N02°34'08"W	9.26'

N/F
 CITY OF McDONOUGH
 PARCEL #108-01030073



KEVIN PATE
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 3499
 3930 EAST JONES BRIDGE,
 SUITE 350
 PEACHTREE CORNERS, GEORGIA
 PH. (470)-579-5064
 KEVIN.PATE@kimley-horn.com



TEMPORARY CONSTRUCTION
 EASEMENT EXHIBIT
 FOR CITY OF McDONOUGH
 LAND LOT 167, 7TH DISTRICT
 HENRY COUNTY, GEORGIA

3930 East Jones Bridge Rd, Suite 350
 Peachtree Corners, GA 30092 COA #1412

Tel. No. (770) 825-0744
 www.kimley-horn.com

Scale 1" = 50'	Drawn by SRR	Checked by BDP	Date 6/1/2026	Project No. 013592000	Sheet No. 1 OF 2
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PROPERTY DESCRIPTION OF CITY OF McDONOUGH TEMPORARY CONSTRUCTION EASEMENT

All that tract or parcel of land lying and being in Land Lot 167 of the 7th District, Henry County, Georgia, and being more particularly described as follows:

COMMENCING at the corner common to Land Lots 153, 154, 167, and 168; **THENCE** continuing along a tie line South 89 degrees 23 minutes 30 seconds West a distance of 1,578.84 feet to a point; said point being the **POINT OF BEGINNING**.

THENCE from said **POINT OF BEGINNING** South 01 degrees 42 minutes 23 seconds East a distance of 9.25 feet to a point; **THENCE** North 89 degrees 54 minutes 51 seconds West a distance of 212.57 feet to a point; **THENCE** North 02 degrees 34 minutes 08 seconds West a distance of 9.26 feet to a point; **THENCE** South 89 degrees 54 minutes 51 seconds East a distance of 212.71 feet to a point; said point being the **POINT OF BEGINNING**.

Said tract or parcel contains 1,967 square feet or 0.05 acre.

KEVIN PATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 3499
3930 EAST JONES BRIDGE,
SUITE 350
PEACHTREE CORNERS, GEORGIA
PH.(470)-579-5064
KEVIN.PATE@kimley-horn.com



TEMPORARY CONSTRUCTION
EASEMENT EXHIBIT
FOR CITY OF McDONOUGH
LAND LOT 167, 7TH DISTRICT
HENRY COUNTY, GEORGIA

Kimley»Horn

3930 East Jones Bridge Rd, Suite 350
Peachtree Corners, GA 30092 COA #1412

Tel. No. (770) 825-0744
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRR	BDP	6/1/2026	013592000	2 OF 2

After recording return to:
Winthrop & Weinstine, P.A. (JIN)
225 S Sixth Street
Suite 3500
Minneapolis, MN 55402

(space above this line for Recorder's use)

ACCESS, TEMPORARY CONSTRUCTION, MAINTENANCE, AND STORMWATER IMPROVEMENTS EASEMENT AGREEMENT

THIS ACCESS, TEMPORARY CONSTRUCTION, MAINTENANCE, AND STORMWATER IMPROVEMENTS EASEMENT AGREEMENT ("Agreement") is made as of _____, 2026, by CITY OF MCDONOUGH, GEORGIA, a political subdivision in the STATE OF GEORGIA ("Grantor") to and for the benefit of MCDONOUGH LEASED HOUSING ASSOCIATES I, LLLP, a Minnesota limited liability limited partnership ("Grantee" together with Grantor, the "Parties" and individually, each a "Party").

RECITALS:

A. Grantor is the fee owner of certain real property situated in Henry County, Georgia, which real property is legally described on Exhibit A attached hereto (the "Grantor Parcel").

B. Grantee is fee owner of certain real property situated in Henry County, Georgia which real property is legally described on Exhibit B attached hereto (the "Grantee Parcel" and, together with the Grantor Parcel, the "Parcels").

C. Grantee desires to obtain certain easements over and across certain portions of the Grantor Parcel for the purposes set forth in more detail herein.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey to Grantee as follows:

1. Recitals. The foregoing recitals are true and correct and form a material part of this Agreement upon which the Parties have relied. The Recitals are incorporated herein by reference.

2. Stormwater Improvements Easements. Grantor hereby grants to Grantee, and its respective successors and assigns, and the Grantor Parcel shall hereafter be burdened by, the following: (a) a temporary, nonexclusive easement (the "Temporary Stormwater Improvements Construction Easement") over and on a portion of the Grantor Parcel immediately adjacent to a

portion of the southern border of Grantee Parcel, as legally described and depicted as 'Temporary Construction Easement' in Exhibit C attached hereto (the "**Temporary Stormwater Improvements Easement Area**") to construct certain stormwater improvements (collectively, including all necessary elements of such stormwater improvements both above and below-grade, the "**Stormwater Improvements**") within a portion of the Grantor Parcel immediately adjacent to a portion of the southern border of Grantee Parcel, as legally described and depicted as 'Drainage Easement' in Exhibit C attached hereto (the "**Permanent Stormwater Improvements Easement Area**") and together with the Temporary Stormwater Improvements Construction Easement Area, the "**Stormwater Improvements Easement Area**"; and (b) a permanent, nonexclusive easement over, under and on the Permanent Stormwater Improvements Easement Area for the purpose of allowing Grantee to access, landscape, maintain and repair the Stormwater Improvements in accordance with Section 4 below (the "**Permanent Stormwater Improvements Easement**" and together with the Temporary Stormwater Improvements Construction Easement, the "**Stormwater Improvements Easements**"). Additionally, the Permanent Stormwater Improvements Easement may extend on to Grantor Parcel beyond that of the Stormwater Improvements Easement Area as reasonably necessary to allow Grantee to maintain and repair the Stormwater Improvements in accordance with the terms of this Agreement.

3. Easement Use. Grantee and each of its respective agents, employees, invitees, contractors, subcontractors, tenants, tenants' guests, successors and assigns (collectively the "**Grantee Parties**") shall have the right to use the Stormwater Improvements Easements at no cost, expense, fee or charge to the Grantee Parties.

4. Construction, Maintenance and Repair of the Stormwater Improvements. Grantee and Grantee Parties shall construct the Stormwater Improvements in full compliance with all applicable statutes, codes, ordinances, rules and regulations. Upon completion of the construction of the Stormwater Improvements, Grantee and Grantee Parties shall be responsible for the landscaping, maintenance and repair of the Stormwater Improvements, and shall keep the Stormwater Improvements in good condition, not in need of repair, and in full compliance with all applicable statutes, codes, ordinances, rules and regulations. In the event Grantee fails to reasonably maintain and repair the Stormwater Improvements in accordance with this Section 4, Grantor shall have the right, but not the obligation, to perform any reasonable maintenance and repairs of the Stormwater Improvements. In the event Grantor desires to complete necessary maintenance or repairs on the Stormwater Improvements that Grantee has failed to complete as required under this Section 4, Grantor shall provide thirty (30) days' written notice to Grantee of the specific necessary maintenance and repairs Grantor desires to complete. If Grantee fails to complete the necessary maintenance and repairs described in Grantor's notice, or objects to Grantor's notice, Grantor may complete such necessary maintenance and repairs and Grantee shall reimburse Grantor for the reasonable out-of-pocket costs expended by Grantor in connection therewith within ten (10) business days after receipt of a written invoice documenting the same from Grantor. Any maintenance and repair undertaken pursuant to this Section 4 shall be performed; (i) in full compliance with the provisions of this Agreement; (ii) in full compliance with all applicable statutes, codes, ordinances, rules and regulations; and (iii) in a good and workmanlike manner.

5. Encumbrances. Grantee shall not permit anything to be done that will cause the Grantor Parcel or Stormwater Improvements Easement Area to become encumbered by any

mechanic's lien or similar lien, charge or claim. If any mechanic's lien or similar charge or claim is filed against the Grantor Parcel or Stormwater Improvements Basement Area due to Grantee's alleged request for labor or materials, Grantee shall discharge the same of record by a release or bond within thirty (30) days after the filing of any notice of such lien, claim or other charge.

6. Indemnification. Each Party agrees to indemnify, defend, and hold the other Party, and its respective officers, partners, directors, employees, agents, tenants, licensees, invitees, successors and assigns (collectively, the "Indemnified Parties") harmless from and against any and all liability, loss, claims, damages, penalties, fines, costs and expenses, including, without limitation, reasonable attorneys' fees, and for any and all injury to persons or damage to property, that arise from or out of a breach of the indemnifying party's respective covenants and obligations hereunder and/or the indemnifying party's negligence or willful acts or omissions, except to the extent caused by the negligent or willful acts or omissions of the Indemnified Parties.

7. Transferability and Assignment. The Parties to this Agreement hereby acknowledge and agree that the Stormwater Improvements Easements and any other rights conferred by this Agreement, are intended to and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, successors and assigns. Grantee has the right to assign its rights and obligations under this Agreement to any related-party or third-party acquiring the respective Grantee Parcel without Grantor's consent and without releasing such Grantee from the provisions hereof. Grantee must notify Grantor in writing of any assignment of Grantee's rights and obligations under this agreement to any third-party acquiring the Grantee Parcel.

8. Representations and Warranties of Grantor. Grantor hereby covenants that it is the owner in fee simple of the Grantor Property and has good right to fully grant and convey the Stormwater Improvements Easements herein to the Grantee. Grantor warrants that it shall not cause or allow to be constructed any improvements within the Stormwater Improvements Easements that would impede the Grantee Parties' ability to utilize the Stormwater Improvements Easements in the manner contemplated herein. Grantor further warrants that no third party has any right to so impede the Grantee Parties' use of the Stormwater Improvements Easements in the manner contemplated by this Agreement and Grantor shall not grant any such right, provided that nothing contained herein shall prevent Grantor from entering any sale, ground lease or other conveyance to any person or entity of any Grantor Parcel or portion thereof that is subject to the terms of this Agreement.

9. Miscellaneous.

(a) No Agency. Nothing in this Agreement shall be deemed or construed by either Party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the Parties.

(b) No Rights in Public; No Implied Easements. Nothing in this Agreement may be construed as creating any rights in the general public or as dedicating for public use any portion of any of the Stormwater Improvements Easements or the Parcels.

(c) Applicable Law. This Agreement shall be interpreted, construed and enforced and the applicable rights of the Parties hereto governed in accordance with the laws of the State of Georgia.

(d) Amendments. This Agreement may be modified or amended only by a written instrument executed by Grantor and Grantee, or their respective successors and assigns.

(e) Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings whether written or oral.

(f) Counterparts. This Agreement may be executed in separate counterparts, all of which shall be originals and all of which together shall constitute one and the same instrument.

(g) Notices. With respect to any notices required to be given under the terms of this Agreement, such notices shall be deemed given and effective (i) three calendar days after the date they are deposited in the United States mail, postage prepaid, return-receipt requested, addressed to the Parties at the following respective addresses; or (ii) the date of actual delivery by recognized national overnight delivery service such as Federal Express, UPS or Express Mail, addressed to the Parties at the following respective addresses; or (iii) the date of actual physical delivery of notice to a Party addressed to the Parties at the following respective addresses:

If to Grantor: City of McDonough, Georgia
[]
[]

With copy to: []
[]

If to Grantee: McDonough Leased Housing Associates I, LLLP
2905 Northwest Boulevard, Suite 150
Plymouth, Minnesota 55441
Attention: Mark S. Moorhouse and Nicholas C. Andersen

With copy to: Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402
Attention: Jacob R. Bean

Any Party may change the address or addresses to which notice is to be sent by giving written notice of such change to the other Party in the manner provided herein.

[SIGNATURE PAGE FOLLOWS]

31470781v2

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

CITY OF MCDONOUGH, GEORGIA, a
political subdivision in the STATE OF GEORGIA

Unofficial Witness

By: _____
Name: _____
Title: _____

Notary Public

My commission expires:

[NOTARIAL SEAL]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

GRANTEE:

Signed, sealed and delivered
in the presence of:

**MCDONOUGH LEASED HOUSING
ASSOCIATES I, LLLP**, a Minnesota
limited liability limited partnership

Unofficial Witness

By: McDonough Leased Housing
Associates GP I, LLC, a Minnesota limited
liability company, its general partner

Notary Public

My commission expires:

By: _____

Nicholas C. Andersen
Vice President

[NOTARIAL SEAL]

CONSENT OF LENDER TO EASEMENT AGREEMENT

THIS CONSENT OF LENDER TO EASEMENT AGREEMENT is made this _____ day of _____, 2026 by [NAME OF LENDER] ("Lender"), the holder of (i) that certain [TITLE OF SECURITY INSTRUMENT] dated [DATE OF SECURITY INSTRUMENT], filed [DATE OF FILING OF SECURITY INSTRUMENT], in the Office of the Henry County Recorder as [FILING INFORMATION OF SECURITY INSTRUMENT], including any and all amendments thereto, which encumbers the real property legally described as follows (the "Property"): [INSERT GRANTOR PARCEL DESCRIPTION]

Lender, for itself and its successors and assigns, does hereby approve and consent to making and filing of that certain Access, Temporary Construction, Maintenance, and Stormwater Improvements Easement Agreement by City of McDonough, Georgia, a political subdivision in the STATE OF GEORGIA to and for the benefit of McDonough Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership, dated on or about the date even herewith (the "Agreement"), and agrees that no foreclosure or other enforcement of any remedy pursuant to said mortgage shall impair, invalidate, supersede or otherwise affect the covenants and easements established by the Agreement.

[The remainder of this page has been left blank intentionally].

IN WITNESS WHEREOF, Lender has caused this Consent of Lender to Easement Agreement to be executed the day, month and year first written above.

LENDER:

Signed, sealed and delivered
in the presence of:

[NAME OF LENDER]

Unofficial Witness

By: _____
Name: _____
Title: _____

Notary Public

My commission expires:

[NOTARIAL SEAL]

EXHIBIT A

(Legal Description of Grantor Parcel)

EXHIBIT B

(Legal Description of Grantee Parcel)

PARCEL 1

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 154, 7TH DISTRICT, CITY OF MCDONOUGH, HENRY COUNTY, GEORGIA, BEING TRACT B, AS SHOWN ON LOT DIVISION PLAT FOR GAIL NOTTI, POPE WELCH & THE ESTATE OF A. J. WELCH, JR., DATED JULY 13, 2021, FILED AUGUST 5, 2021, IN PLAT BOOK 61, PAGE 24, HENRY COUNTY, GEORGIA RECORDS.

PARCEL 2

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS DESCRIBED IN THAT CERTAIN ACCESS, TEMPORARY CONSTRUCTION, MAINTENANCE, AND SIGNAGE EASEMENT AGREEMENT DATED MAY 3, 2021, FILED MAY 4, 2021 IN BOOK 18085, PAGE 174, HENRY COUNTY, GEORGIA RECORDS; AS AFFECTED BY AMENDMENT TO ACCESS, TEMPORARY CONSTRUCTION, MAINTENANCE, AND SIGNAGE EASEMENT AGREEMENT DATED _____, 2021, FILED _____, 2021 IN BOOK _____, PAGE _____, HENRY COUNTY, GEORGIA RECORDS.

EXHIBIT C

(Depiction of Stormwater Improvements Easement Area)

[Attached]



AGENDA ITEM SUMMARY

July 02, 2026, City Council Meeting
Item Number: 11

Presented by: Andrew Butts, Assistant Director

Public Works Department

ITEM SUMMARY:

Request for the approval of Georgia Department of Transportation (GDOT) Form D.O.T. 401 ("Request for Traffic Signal") for warning flashers at the intersection of State Route 42 and Lawrenceville Street. GDOT's signal shop has already installed these flashers on the right shoulder mounted "Stop Ahead" sign on SR 42 South approaching Lawrenceville Street as an immediate safety measure.

Formal approval and execution of this application by the Mayor and City Council is a required administrative step to finalize the state permitting process.

SPECIAL CONSIDERATIONS OR CONCERNS:

None. The equipment is already active and functioning on-site to enhance safety on the approach to the intersection. This request is purely retroactive to complete the mandatory state documentation and regulatory permitting files

STAFF RECOMMENDATION:

Staff recommends approval of the application. The equipment serves as an active safety measure to warn approaching southbound drivers of the upcoming stop condition at Lawrenceville Street.

FINANCIAL IMPACT:

None / Zero Cost. The equipment has already been completely funded and installed by GDOT. Furthermore, these warning flashers are entirely solar-powered (requiring no tie-in to the City's electrical grid) and will be maintained entirely by GDOT. There are no upfront or ongoing utility, operational, or maintenance costs associated with this application for the City of McDonough

FUNDING SOURCE:

N/A (No City funding or budget allocation is required).

ATTACHMENTS:

- GDOT Form D.O.T. 401 (Request for Traffic Signal - SR 42 @ Lawrenceville St)

OTHER DEPARTMENTAL REVIEW NEEDED:

____ YES

X NO

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:

The City of McDonough in Henry County hereby request approval for the use of a traffic signal at the location described below:

LOCATION

State Route 42 @ Lawrenceville Street

TYPE SIGNAL

☐ Stop and Go ☒ Flashing Beacon ☐ School Beacon ☐ Other (Rectangular Rapid Flash Beacon)

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



AGENDA ITEM SUMMARY

July 02, 2026, City Council Meeting
Item Number: 12

Presented by: Andrew Butts, Assistant Director

Public Works Department

ITEM SUMMARY:

Request for approval of the Georgia Department of Transportation (GDOT) Form D.O.T. 401 ("Request for Traffic Signal") for the intersection of State Route 155 at Old Griffin Road. GDOT is currently finalizing the signal plans and preparing to move forward with the permitting and installation phase. Formal authorization by the City Council is required to permit the mayor to execute the application on behalf of the municipality.

SPECIAL CONSIDERATIONS OR CONCERNS:

Instead of a standard Traffic Engineering Study or Warrant Analysis, GDOT's State Traffic Operations Office has justified this signal via a Traffic Memo based on substandard sightseeing, safety concerns, and operational performance at the current intersection layout. Furthermore, the signal is designed to align with future corridor widening plans and intersection controls. GDOT will provide the final traffic memo and complete signal plans to the city as soon as they are finalized by the project team.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The City of McDonough's sole financial responsibility will be the ongoing monthly electrical power utility costs associated with operating the signal. While a precise dollar amount is not yet estimated, the utility expenditure is projected to be minimal and equivalent to other small-scale traffic signals currently operating in the area.

FUNDING SOURCE:

Operating Budget – Utility / Electrical Accounts (for ongoing power costs only).

ATTACHMENTS:

- GDOT Form D.O.T. 401 (Request for Traffic Signal)
- Intersection Aerial Layout Map (SR 155 @ Old Griffin Rd.)

OTHER DEPARTMENTAL REVIEW NEEDED:

____ YES

__X__ NO

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:

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

LOCATION

State Route 155 @ Old Griffin Road

TYPE SIGNAL

☒ Stop and Go ☐ Flashing Beacon ☐ School Beacon ☐ Other (Rectangular Rapid Flash Beacon)

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



AGENDA ITEM SUMMARY

July 02, 2026, City Council Meeting
Item Number: 12

Presented by: Andrew Butts, Assistant Director

Public Works Department

ITEM SUMMARY:

Request for approval of the Georgia Department of Transportation (GDOT) Form D.O.T. 401 ("Request for Traffic Signal") for the intersection of State Route 155 at Old Griffin Road. GDOT is currently finalizing the signal plans and preparing to move forward with the permitting and installation phase. Formal authorization by the City Council is required to permit the mayor to execute the application on behalf of the municipality.

SPECIAL CONSIDERATIONS OR CONCERNS:

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STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The City of McDonough's sole financial responsibility will be the ongoing monthly electrical power utility costs associated with operating the signal. While a precise dollar amount is not yet estimated, the utility expenditure is projected to be minimal and equivalent to other small-scale traffic signals currently operating in the area.

FUNDING SOURCE:

Operating Budget – Utility / Electrical Accounts (for ongoing power costs only).

ATTACHMENTS:

- GDOT Form D.O.T. 401 (Request for Traffic Signal)
- Intersection Aerial Layout Map (SR 155 @ Old Griffin Rd.)

OTHER DEPARTMENTAL REVIEW NEEDED:

___ YES

__X__ NO



rd.

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:

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

LOCATION

State Route 155 @ Old Griffin Road

TYPE SIGNAL

☒ Stop and Go ☐ Flashing Beacon ☐ School Beacon ☐ Other (Rectangular Rapid Flash Beacon)

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.

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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