



**AGENDA
CITY OF MCDONOUGH
CITY COUNCIL MEETING
CITY HALL – MONDAY, AUGUST 15, 2022
6:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation**
- 4. Pledge of Allegiance**
- 5. Approval of the Agenda**
- 6. Public Comments**
- 7. Walk for Spinal Cord Awareness - Mr. Joshua Ash**
- 8. Administration - Mayor Vincent**
 - A. Request approval to enter into an agreement with Brown Pelican Consulting, LLC, to provide assistance with Local Option Sales Tax (L.O.S.T.). This agreement will include the four Henry County cities in a four-way split for total services rendered.
 - B. Approval to employ James L. Whitaker, P.C., Certified Public Accountant to provide financial services to the City of McDonough for the year ending June 30, 2023, in the form of the year-end audit and internal control-related report, and other necessary reports to be in compliance; authorization for the Mayor to sign the engagement letter.
- 9. Technology Services - Steve Sikes, Director**
 - A. Request to adopt Resolution 22-189, approving an Intergovernmental Agreement between Henry County, GA, and the County Municipalities for connectivity into the County's Network System to better provide and execute public safety services to its citizens.
- 10. Community Development - Charles Reese, Director**
 - A. Request to approve the renaming of two streets along the McDonough One-Way Pairs due to conflicting names.
- 11. Community Development - Charles Reese, Director**
 - A. Request approval of the Contract Agreement with The Collaborative Firm to provide Technical assistance with updating Title 17 (Zoning Code) and other related codes; and authorization for the Mayor to sign the contract.

12. Community Development - Charles Reese, Director

- A. Administrative Variance:
Falcon Design - South Point Townhomes (333-424 South Point Blvd.)
Request a reduction in the required front setback by two (2') feet, from twenty (20') feet to eighteen (18') feet.

13. Community Development - Charles Reese, Director

- A. Street Direction Change:
Ice Street – Staff has been contacted by the owner of the Planters Lofts to request that Ice Street become a one-way street from John Frank Ward to Keys Ferry St.

14. Community Development - Charles Reese, Director

- A. Case Number: # 220513 Rezone to R-85 (Single Family Residential)
CC District 3: Scott Reeves
Applicant: Susan Murphy for Murphy property
Address/Location: 56 Cleveland St
Request: Rezone to R-85 (Single Family Residential)
Existing Zoning: C-2 (Central Commercial)
Land Lot(s) 134 of the 7th District 0.43. +/- total acres
MPC Workshop (7/12/2022) MCC Workshop (8/04/2022)
MPC Public Review (8/09/2022) **MCC Public Hearing & Vote (8/15/2022)**

**15. Executive Session (if needed) for: Litigation O.C.G.A. 50-14-2
Real Estate O.C.G.A. 50-14-3 (b)(1)
Personnel O.C.G.A. 50-14-3 (b)(2)**

16. Project Updates:

- | | | | |
|----|----------------------------|-----------------------------|---------------------------|
| A. | District I Rufus Stewart | District III Scott Reeves | At-Large Ben Pruett |
| | District II Jamal Burt | District IV Kam Varner | At-Large Vanessa Thomas |

17. Approval of the August 4, 2022, City Council Workshop Minutes

18. City Clerk, City Attorney, and Mayor Comments

19. Adjournment

OPEN MEETINGS COMPLIANCE NOTICE: This is a regularly scheduled meeting of Mayor and Council of the City of McDonough duly noticed pursuant to the requirements of the Georgia Open Meetings Law (O.C.G.A. § 50-14-1, et seq). Notice of the meeting schedule was published in the Henry Herald on DATE; and a copy the meeting schedule was posted at City Hall and on the City's website, as required by law.

DATE @ TIME

AGENDA ITEM SUMMARY
August 15, 2022 City Council Meeting
Item Number: 8A



Presented by: Mayor Vincent

Department: Administration

ITEM SUMMARY:

Request approval to enter into an agreement with Brown Pelican Consulting, LLC, to provide assistance with Local Option Sales Tax (L.O.S.T.). This agreement will include the four Henry County cities in a four-way split for total services rendered

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Staff recommends approval

FINANCIAL IMPACT:

FUNDING SOURCE:

ATTACHMENTS:

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☐ No

Michael B. Brown, co-owner of the Firm, has served as a city manager or assistant city manager for 30+ years in Georgia and he has achieved court designation as an expert and an expert witness in local government administration in Georgia. As a consultant, Brown has performed LOST, Service Delivery, SPLOST, TSPLOST, litigation defense, fiscal planning, and a range of analyses for over 150 Georgia cities. Brown Pelican Consulting LLC is registered with the GA Secretary of State and with E-Verify and is licensed to do business in the City of Savannah GA.

Thank you very much for your consideration. I look forward to hearing from you.

Sincerely,

*Brown Pelican Consulting LLC
by Michael B. Brown*

*Michael Brown
8.9.22*

Michael B. Brown
Brown Pelican Consulting LLC
P.O. Box 14314
Savannah GA 31416
912-308-9669 mbrown@brownpelicanconsulting.com

Accepted by the City of McDonough GA

Sandra Vincent
Sandra Vincent, Mayor 8/9/22
Name, Title, Date

AGENDA ITEM SUMMARY
August 15, 2022 City Council Meeting
Item Number: 8B



Presented by: Mayor Vincent

Department: Administration

ITEM SUMMARY:

Approval to employ James L. Whitaker, P.C., Certified Public Accountant to provide financial services to the City of McDonough for the year ending June 30, 2023, in the form of the year-end audit and internal control-related report, and other necessary reports to be in compliance; authorization for the Mayor to sign the engagement letter.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Staff recommends approval

FINANCIAL IMPACT:

FUNDING SOURCE:

ATTACHMENTS:

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☐ No

CONSENT AGENDA ITEM SUMMARY
August 15, 2022 City Council Meeting
Item Number: 9



Presented by: Steve Sikes

Department: Technology Services Department

ITEM SUMMARY:

Adopt Resolution 22-189, approving Intergovernmental Agreement between Henry County, GA and the County Municipalities for connectivity into the County's Network System to better provide and execute public safety services to its citizens

SPECIAL CONSIDERATIONS OR CONCERNS:

FINANCIAL IMPACT:

FUNDING SOURCE:

ATTACHMENTS:

Resolution 22-189

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☒ No

BOARD OF COMMISSIONERS OF
HENRY COUNTY, GEORGIA

RESOLUTION NO. 22-189

Resolution approving Intergovernmental Agreement between Henry County, GA and the County Municipalities for connectivity into the County's Network System to better provide and execute public safety services to its citizens

WHEREAS, the County has an overall vision of creating a data-connected community with and among the public safety agencies in the cities of Henry County that would allow the County and Cities to better provide and execute public safety services to its citizens; and

WHEREAS, the County, to further its overall vision, entered an agreement, Tyler Technologies ERP and Public Safety License Agreement, Contract # 110515-TTI, with Tyler Technology Services ("Tyler") on December 17, 2017, for the licensing of "New World" Public Safety System software capable of breaking down geographical barriers between public safety agencies by sharing data and information between different jurisdictions. and;

WHEREAS, the County has a desire to allow the Cities to utilize the "New World" Public Safety System Software to which the County has access through Tyler; and;

WHEREAS, several Municipalities, within the County, have expressed a desire to use the County's Software to better provide its citizens with greater public safety services; and;

WHEREAS, the County must provide each Municipality with access to its Computer Network System so that the City may access the Software; and;

WHEREAS, this agreement serves as an agreement between the County and each Municipality that allows said City to access and use the Network and Software;

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners of Henry County Approve this Intergovernmental Agreement and allow the Chair of the Board of Commissioners to sign an Agreement on behalf of the County for each City wishing to connect to the County's New World Software.

This 19th day of July, 2022.

HENRY COUNTY BOARD OF COMMISSIONERS

BY: 
Carlotta Harrell, Chair

ATTEST:

A handwritten signature in blue ink, appearing to read 'Stephanie Braun', is written over a horizontal line.

Stephanie Braun, County Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN HENRY COUNTY AND THE [CITY]**

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

RECITALS

WHEREAS, the County has an overall vision of creating a data connected community with and among the public safety agencies in the cities of Henry County that would allow the County and Cities to better provide and execute public safety services to its citizen; and

WHEREAS, the County, to further its overall vision, entered an agreement, Tyler Technologies ERP and Public Safety License Agreement, Contract # 110515-TTI, with Tyler Technology Services ("Tyler") on December 17, 2017, for the licensing of "New World" Public Safety System software capable of breaking down geographical barriers between public safety agencies by sharing data and information between different jurisdictions;

WHEREAS, the County has a desire to allow the Cities to utilize its "New World" Public Safety System Software ("Software") for which the County has access through Tyler; and

WHEREAS, the City has a desire to use the County's Software to better provide its citizens with greater public safety services; and

WHEREAS, the County must provide the City access to its Computer Network System ("Network") so that the City may access the Software; and

WHEREAS, this agreement serves as an agreement between the County and City that allow the City to access and use the Network and Software; and

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

ARTICLE I: PURPOSE

The County has an overall vision of creating a data connected community with and among the public safety agencies in the cities of Henry County that would allow the County and Cities to better provide and execute public safety services to its citizen. In order to implement this vision, the County will provide Henry County's Cities access to New World" Public Safety System software through access to the County's Computer Network System. The City has opted to obtain access of the County's Network and Software, abide the terms of Tyler Technologies ERP and

Public Safety License Agreement, Contract # 110515-TTI, where said terms are applicable to a user of the Software, and abide by the policies set forth by the County for access to the Network and Software. This agreement sets forth the responsibilities of both the County and the City regarding services to be performed.

ARTICLE II: DUTIES

The duties of the County and City are as follows:

1. COUNTY DUTIES:

- i. The County will provide the City with access to its Network and Software. The limitation of said access shall be at the sole discretion of the County.
- ii. The County will designate, in writing, a person to serve as its authorized representative, who shall have sole authority to represent the County in all manners pertaining to this agreement and to making determinations and representations to the City regarding access and use of the Network and Software.
- iii. The County, from time to time, may promulgate or amend policies for the City users of the Network and Software. Said policies will be provided in writing to the City or City's designee.
- iv. The County will inform the City or City designee of any updates required to continue to access to the Network and/or Software. The City shall cover its own cost for any updates required.

2. CITY DUTIES:

- i. The City acknowledges that services provide by Tyler is governed by the Tyler Technologies ERP and Public Safety License Agreement, Contract # 110515-TTI (herein attached as Exhibit A") and the City shall not perform any acts or omissions that would cause the County or Tyler to breach their duties under the agreement.
- ii. If software or software updates are required, the City shall negotiate with and purchase directly from Tyler, or any other vendor, the purchase of additional software. The City shall hold the County harmless for cost incurred for any updates made by the City.
- iii. The Software, workflow processes, user interface, designs and other technologies provided by Tyler as part of the service are the proprietary property of Tyler and its licensors, and all rights, title and interest in and to such items, including all associated intellectual property rights, remain only with Tyler. The City shall not remove or modify any proprietary marking or restrictive legends installed by Tyler.

- iv. The City shall not (i) sell, resell, rent, lease, or grant access to the services provided by Tyler; (ii) use the services provided by Tyler to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the platform services provided by Tyler; (iv) attempt to gain unauthorized access to the services provided by Tyler or its related systems or networks; (v) reverse engineer the services provided by Tyler; or (vi) access the platform services provided by Tyler to build a competitive service.
- v. At all times when accessing the Network and Software, the City and City's employees shall act lawfully in accordance with State and Federal laws.
- vi. The City shall designate, in writing, a person to serve as its authorized representative, who shall have sole authority to represent the City in all manners pertaining to this agreement and to making determinations and representations to the County and Tyler regarding access and use of the Network and Software. Written notification shall be immediately provided to the County upon change of the authorized representative.
- vii. The City shall fully cooperate and coordinate with both Tyler and the County's designee to develop a scope of access and use of the Network and Software. Notwithstanding this provision, the County shall have sole discretion to limit the City's use and access to its Network and Software.
- viii. Prior to the initial access to the County's Network and Software, the City shall allow County's Information Technology Department to examine the City's network system to ensure it is compatible, upgraded, and has adequate cybersecurity. Upon approval of the City's network system by the County, the City may commence access and use of the Network and Software.
- ix. With reasonable notification, the City shall allow County access to review and copy any data and/or records related to the access or use of its Network and Software. If the County is legally required to make said data and/or records available to the public the County will give the City reasonable notice. The County shall release the data and/or records in whatever format it sees fit.
- x. The City shall follow County promulgated or amended policies for access and use of the Network and Software.
- xi. The City shall not use or access the County's Network or Software during any time period for which the City is under a cyberattack. Where a cyberattack occurs, the City shall immediately notify City employees not to access the County's Network or Software. The City shall provide notice to the Information Technology Director or his designee of a verified cyberattack within one (1) hour of discovery. The City shall not continue use of

the Network or Software until cleared to do so by the County or County's designee. The City shall allow the County's Information Technology Department to examine the City's system prior to reconvening access to the Network or Software.

ARTICLE III: PAYMENT

In each year of the IGA, the City shall pay an amount to the County for access and use of the County's Network and Software. The amount owed shall be a percentage of the County's overall yearly subscription cost for the New World Public Safety System from Tyler Technologies.

The percentage shall be based on the City's access and use of the County's Network and Software. The percentage of the overall cost shall be estimated based on the City's prior year use of the Computer-aided dispatch (CAD)/ E-911 system in relation to the use of the County's CAD system as a whole.

The County shall invoice the City on the ____-day of January each year. The City shall pay said invoice within thirty (30) day of receipt. The County reserves the right to deny the City access to its Network and Software system for non-payment of the invoice.

ARTICLE IV: TERM AND TERMINATION

1. **Term.** This agreement shall commence immediately upon the execution of this document and shall expire on the same date as the Tyler Technologies ERP and Public Safety License Agreement, Contract # 110515-TTI, subject to the provision for modification and other termination right set forth herein.
2. **Termination of Agreement for Cause.** Either party may terminate this agreement, in the event that the other party fails to perform in accordance with the provisions of the agreement, or the breaching party does not cure such default to the reasonable satisfaction of the non-breaching party within thirty (30) days of prior written notice to the other party.
3. **Termination for Convenience.** Notwithstanding any other provisions, the County or City may terminate this agreement for its convenience with fourteen (14) days written notice of such termination to the other party. Upon termination for convenience, the City waives any claims for damages, including any loss or replacement cost.

ARTICLE V: LIABILITY

Neither the County nor the City shall assume any liability or responsibility for any liability, expense, or damage arising out of or resulting from the act or omission of the other, or the other's respective officials, officers, employees or agents, or from any third-party stemming from this IGA, to include any claims from any third-party against either party to this IGA. Nothing herein shall be construed as a waiver of any defenses or claims that either the County or the City may

have against the other party or to a third-party claim. In addition, nothing herein shall be construed as a waiver of any governmental immunities that the County may have, including sovereign immunity or any immunity available to its officers, officials, employees, and agents as against any party or claim.

ARTICLE VI: GENERAL CONDITIONS

1. **Modifications:** Either party may initiate a request for modification to the Agreement. Such modifications shall be in writing. This agreement constitutes the entire agreement between the parties, and actions by parties other than those identified or designated within the Agreement, shall not serve to bind, or incur liability on behalf of either party.
2. **Notices:** Official notices and correspondence to the County shall be delivered in person, transmitted by regular mail or by certified mail, postage prepaid to the following:

Henry County
Attention: Jamie Pownall,
Chief Information Officer
140 Henry Parkway
McDonough, Georgia 30253

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

Mayor
City of
Address Line 1
Address Line 2

3. **Defenses:** Neither the County nor the City waives any defenses, immunities, or limits of liability available under applicable law as part of this agreement.
4. **Entire Agreement:** This agreement constitutes the sole agreement between the parties. No representations oral or written, not incorporated herein, shall be binding on the parties.
5. **Severability:** In the event any provision of this agreement is held to be unenforceable for any reason, the remainder of the agreement shall be in full force and effect and enforceable in accordance with its terms.
6. **Georgia Law Governs:** This agreement shall be governed by and construed and enforced in accordance with the laws of Georgia.

7. **Venue:** This agreement shall be deemed to have been made and performed in Henry County, Georgia. For the purpose of venue, all suits or causes of action arising out of this agreement shall be brought in the courts of Henry County, Georgia.
8. **Waiver:** The failure of any party at any time to require performance by the other of any provision hereof shall in no way affect the right of the party thereafter to enforce the same. Nor shall the waiver by one party of any breach of any provision hereof be taken to be a waiver of any succeeding breach of such provisions or as a waiver of the provision itself.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the

19 Day of JULY, 2022.

HENRY COUNTY, GEORGIA

CITY OF [CITY]



Carlotta Harrell, Chair
Board of Commissioners

(Name)
(Title)

ATTEST:

ATTEST:



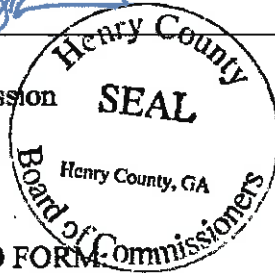
Stephanie Braun,
Clerk to the Commission

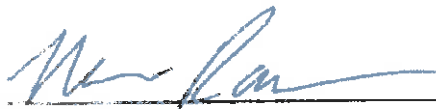
Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM





Nancy Ladson Rowan, County Attorney

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010-0403-8176/1/AMERICAS

Henry County

EXECUTIVE SUMMARY

BOARD OF COMMISSIONERS MEETING

Meeting Date:

July 19, 2022

Department Requesting Agenda Item:

County Attorney

Action Type:

Action Requested by BOC

Attachments/Exhibits for Agenda Item:

1. IGA Tyler Agreement Final

Presenter:

Nancy Rowan, County Attorney

Agenda Item:

Resolution approving Intergovernmental Agreement between Henry County, GA and the County Municipalities for connectivity into the County's Network System to better provide and execute public safety services to its citizens (*Presenters: Nancy Rowan, County Attorney; and Jamie Pownall, Technology Services Director*)(Exhibit 17)

Background/Summary:

Several municipalities across the county expressed interest in connecting to Henry County's public safety software for ease of connectivity across the entire county for public safety. This is an agreement that would support this connectivity into Henry County's Network.

Financial Implications/Considerations:**Additional Comments/Recommendation:**

Approval of the Intergovernmental Agreement

AGENDA ITEM SUMMARY
August 15, 2022 City Council Meeting
Item Number: 10



Presented by: Charles Reese

Department: Community Development

ITEM SUMMARY:

The request is for the renaming of two (2) streets along the McDonough One-Way Pairs due to conflicting names. The Red/Green Section is currently known as Jonesboro St./Keys Ferry St. and is proposed to be renamed to Mary Childs St. The Blue Section is currently known as Geranium Dr. and is proposed to be renamed to Hattie Barnes St.

ATTACHMENTS:

Map of streets proposed to be renamed
Code Section 15.07.390 Street names and Signs

15.07.390 Street names and signs.

- A. Proposed streets that are obviously in alignment with other already existing and named streets, shall bear the names of the streets in which they are in alignment with. The names of proposed streets shall not duplicate existing street names, irrespective of the use of the word street, avenue, boulevard, drive, place, court, etc. in the naming of the street.
- B. All proposed street names for roads within commercial and industrial developments must be approved by the community development department. Any request to change the name of an existing road must be approved by the community development department, with the city council having final approval of the change.
- C. Street signs. The public works department shall determine the need and location of street signs within a development. At a minimum, standard steel street posts with horizontal reflectorized street nameplates with four-inch letters shall be furnished and installed by the developer.
- D. Traffic signs. The Public Works Department shall determine the need and location of traffic signs within a development during the review of the development plans. Traffic signs shall be furnished and installed by the developer.
- E. Point of entry signs. Signs that are erected on the ground to identify the name and entrance of a development shall be permitted, provided they are not located and constructed in a manner that creates a traffic hazard. The size and construction of point of entry signs shall comply with the sign ordinance (Chapter 17.108).

(Ord. No. 05-02-07A, § 9, 2-7-2005; Ord. No. 06-05-01(A), § 12, 5-1-2006)

AGENDA ITEM SUMMARY
August 15, 2022 City Council Meeting
Item Number: 11



Presented by: Charles Reese

Department: Community Development

ITEM SUMMARY:

Request approval of the Contract Agreement with The Collaborative Firm to provide Technical assistance with updating Title 17 (Zoning Code) and other related codes; and authorization for the Mayor to sign the contract.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Staff recommends approval

FINANCIAL IMPACT:

FUNDING SOURCE:

ATTACHMENTS:

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☐ No

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into this ____ day of _____, 20__, by and between the **CITY OF MCDONOUGH**, a Georgia municipal corporation, ("City") and **THE COLLABORATIVE FIRM, LLC**, a Georgia corporation ("Contractor").

WHEREAS, the City desires to engage Contractor, and Contractor agrees to render certain technical advice and professional services to the City pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **SERVICES.** Contractor agrees to provide professional services to the City as detailed in **Exhibit A** ("Services"). If any services to be performed are not specifically listed in Exhibit A or herein but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the City. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.
1. **COMPENSATION.** In consideration for Services, the City shall pay to Contractor a fee not to exceed the amounts indicated in **Exhibit B** ("Fee Schedule"). The City agrees to pay Contractor's invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.
2. **TERM.** This Agreement shall commence on October 1, 2022 ("Effective Date") and shall terminate absolutely without further obligation on the part of the City upon March 31, 2023.
3. **RELATIONSHIP OF THE PARTIES.**
 - (a) **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.
 - (b) **Employee Benefits.** Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
 - (c) **Payroll Taxes.** No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the City.

4. WARRANTY ON SERVICES RENDERED. The Contractor warrants its Services and workmanship shall be (i) free from defects; (ii) performed as stipulated in the bid/proposal documents and conform to all specifications; (iii) performed by skilled personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules and policies. Upon receipt of written notice of a defect, the Contractor shall repair the defect in a timely manner at no expense to the City.

5. TERMINATION.

Each party reserves the right to terminate this contract by giving a minimum of thirty (30) days' written notice. In the event of such termination, the City shall compensate Contractor for all services performed up to the date of termination, and the City shall have no further liability to the Contractor, including without limitation, no liability for lost profits. The Contractor shall deliver to the Firm all "work in progress" including, but not limited to, drafts of documents.

6. DISPUTES. Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.

7. INDEMNIFICATION. To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and representatives (collectively, the "City Indemnitees") from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including reasonable attorney's fees and costs), incurred by any City Indemnitee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with services provided under this Agreement. These obligations shall survive termination.

8. RISK MANAGEMENT REQUIREMENTS. The Contractor shall abide by the City's applicable Risk Management Requirements, attached to this Agreement as **Exhibit C** and incorporated herein by reference.

9. STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS.

- (a) Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
- (b) Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement.
- (c) Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

10. WORK ON THE CITY'S DESIGNATED PREMISES. In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all safety regulations.

11. CONFLICTS OF INTEREST. Contractor warrants and represents that:

- (a) The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing;
- (b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- (c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

12. CONFIDENTIAL INFORMATION. Contractor acknowledges that it may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance in writing or is required to be disclosed by court order, subpoena or by law, neither Contractor nor any of its employees, will disclose, transfer, distribute or allow access to any confidential information of the other party to third parties. These obligations shall survive termination.

13. GOVERNING LAW AND CONSENT TO JURISDICTION. This Agreement is made and entered into in the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of Rockdale County, Georgia.

14. NOTICES. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties.

If to the City:

City of McDonough
Attn: Sandra Vincent, Mayor
City Hall
136 Keys Ferry Street
McDonough, GA 30253
770-957-3915

If to the Contractor:

Michael Hightower, Managing Partner The
Collaborative Firm, LLC
1514 East Cleveland Ave. Suite 82 East
Point, GA 30344
404-684-7031

15. **NON-WAIVER.** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.
16. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.
17. **AMENDMENTS.** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
18. **ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below.

Executed on behalf of:

CITY OF MCDONOUGH

BY: _____

TITLE: Sandra Vincent (Mayor)

[Seal]

ATTEST (sign here):

Name (print):

DATE:

[SIGNATURES CONTINUED ON NEXT PAGE]

Executed on behalf of:

CONTRACTOR: THE COLLABORATIVE FIRM, LLC

BY (sign here): _____

Name (print): _____

Title: _____

Michael Hightower, Managing Partner

[Corporate Seal]

ATTEST (sign here): _____

Name (print): _____

Title: _____

DATE: _____

EXHIBIT A

SCOPE OF SERVICES

The Contractor in coordination and consultation with the City agrees to manage and perform services for Title 17 of the City of McDonough's Zoning Code for either re-evaluation or inclusion in the current Zoning Ordinance during the term of this agreement as described below.

1. Project Orientation

- a. The Contractor shall meet with the Governing Body and City Staff for an orientation meeting in order to provide understanding of project goals, schedule, issues, policies, and other challenges.
- b. The Contractor shall be responsible for reviewing and understanding the City's past studies, policies, and all other relevant applicable local, state, and federal laws.

2. Zoning Code Evaluation

- a. The Contractor shall complete a thorough analysis and evaluation of Title 17 in the City's current Zoning Code and map. The city's desire to audit it's our current zoning ordinance, in particular, Title 17 of the City Code, that is in need of re-evaluation and/or inclusion of the following items but not limited to:

- Residential Multi-Family Developments (currently under moratorium)
- Time Limits Ordinance for construction
- Homeowner Associations
- Build to Rent (BTR)
- Overlay Districts (Entertainment, Senior living, Town Center hubs)
- Landscaping Ordinance (revamp)

3. Draft Zoning Code

The Contractor will draft a Zoning Code Update which will be easy to read, follow and understand, updateable, clear and easy to follow with graphic expressions; The Draft Zoning Code will be developed and visually created in Microsoft® Word.

4. Draft Update to Citywide Zoning Map

- a. The Contractor will develop and draft a map for review by City Staff, Mayor and Council, as well as the General Public of the updated areas

5. Public Participation

- a. The Contractor will engage the public throughout the Zoning Ordinance process.
- b. The Contractor will develop a Public Involvement Plan for the Zoning Ordinance Update.
- c. The Contractor will identify and facilitate a Stakeholder Committee with the support of the City's Staff.
- d. The Contractor will provide up-to-date materials for the City's Staff to maintain on the City website devoted solely to the Zoning Ordinance Update.

6. Attend Public Hearings, Revise Zoning Code and Citywide Map

- a. The Contractor will attend Public Hearings, Revise Zoning Code and Citywide Map based on stakeholder input.

7. Zoning Code Implementation

- a. The Contractor will develop strategy and conduct training as necessary for City Staff, Mayor and Council.
- b. The Contractor will deliver one (1) final copy of the adopted City Zoning Code Update and map in the following formats: 1) hard copy, 2) modifiable electronic version, and 3) a web-friendly version.

8. Provide recommendations concerning annexation, including land use and zoning.
9. Provide other planning services including zoning verification letters, site plan review, etc.
10. Provide zoning administration services, as necessary.

EXHIBIT B
FEE SCHEDULE

For services in this agreement to be performed by the Consultant, the City agrees to pay the Consultant a lump sum fee not to exceed \$53,960.00 (Fifty-Three Thousand Nine Hundred Sixty Dollars).

EXHIBIT C

RISK MANAGEMENT REQUIREMENTS

The Contractor shall provide minimum insurance coverage and limits as per the following: The Contractor shall file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by City Management, admitted doing business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of McDonough" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR MORE THAN \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of McDonough" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

EXHIBIT C
RISK MANAGEMENT
REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

AGENDA ITEM SUMMARY
August 15, 2022 City Council Meeting
Item Number: 12



Presented by: Charles Reese

Department: Community Development Department

ITEM SUMMARY:

The City Council is **to vote** on the decision, Issuance of Approval (8/1/22), by the Community Development Director concerning the Administrative Variance applications submitted by Scott McDonald for The South Point Townhomes located at 333-424 South Point Blvd. in accord with Chapter 17.96 - Administrative Variances.

Said application is for the following item pertaining to “a reduction of the front setback from the previously permitted twenty (20’) feet to a proposed eighteen (18’) feet front setback. The request would allow for the addition of a front porch to the townhomes that would create a more aesthetically pleasing home and will also create a positive interaction between the pedestrian environment along South Point Blvd. and the community.

SPECIAL CONSIDERATIONS OR CONCERNS:

Code Chapter 17.96.010 (General Provisions) & Code Chapter 17.96.020 (Decisions Rendered)

STAFF RECOMMENDATION:

Staff recommends approval

FINANCIAL IMPACT: N/A

FUNDING SOURCE: N/A

ATTACHMENTS:

Administrative Variance applications
Lot layout

OTHER DEPARTMENTAL REVIEW NEEDED:

No

OTHER DEPARTMENTAL REVIEW: N/A



Petition for Administrative Variance

(Note: Administrative Variances cannot exceed more than ten (10%) percent of the allowable standard as per Chapter 17.96. Note: Due to the uniqueness of each petition, staff reserves the right to request additional items where deemed necessary in order to process the petition.

from the previously permitted 20' to a proposed 18' front setback. The construction plans were approved by the City on April 16, 2020. The requested variance approval will allow for the addition of a front porch on the proposed townhomes which will create a more aesthetically pleasing home and will also create positive interaction between the pedestrian environment along South Blvd. and the townhome community.

- Attach three (3) copies of a site exhibit which illustrates the nature of your request.
- A fee in the amount of \$65.00 dollar's payable to the City of McDonough per variance item is required to process the request. Fees are Non-Refundable.

My signature below affirms that I am the owner or authorized agent for the property described herein and agree to any stipulations placed by the Community Development Director as a condition precedent to said approval of my administrative variance request.

Signature: _____ Date: July 7, 2022

For Staff Use Only - DO NOT WRITE BELOW THIS LINE

Project Number: 820707
FEE: \$ 65.00
ADD ON: 1

Payment Method; Cash/Credit Card/Check/Money Order #

Approved/Denied: 8-1-22

Comments: RTD w/ funds per ORD #13-11-1800V(2)

Director Signature: _____ Date: _____

GENERAL NOTES

OWNER/BUILDER:

ROCKHAVEN HOMES
4082 PEACHTREE ROAD N.E. STE.277
ATLANTA, GEORGIA

24 HOUR EMERGENCY CONTACT:

TRINH NGUYEN

678-468-7639

TNGUYEN@ROCKHAVENGA.COM

ENGINEER:

FALCON DESIGN CONSULTANTS, LLC

235 CORPORATE CENTER DRIVE

STOCKBRIDGE, GA 30281

PH. 770-388-8666

FAX 770-388-8666

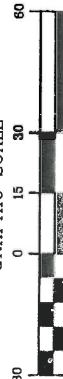
ACCORDING TO F.I.R.M OF HENRY
COUNTY, PANEL NUMBER 1315(CO)65D
DATED 10/08/16. THIS LOT IS NOT
LOCATED IN A SPECIAL FLOOD
HAZARD AREA.

NOTE:
THIS PLAN IS FOR PERMITTING
PURPOSES ONLY.

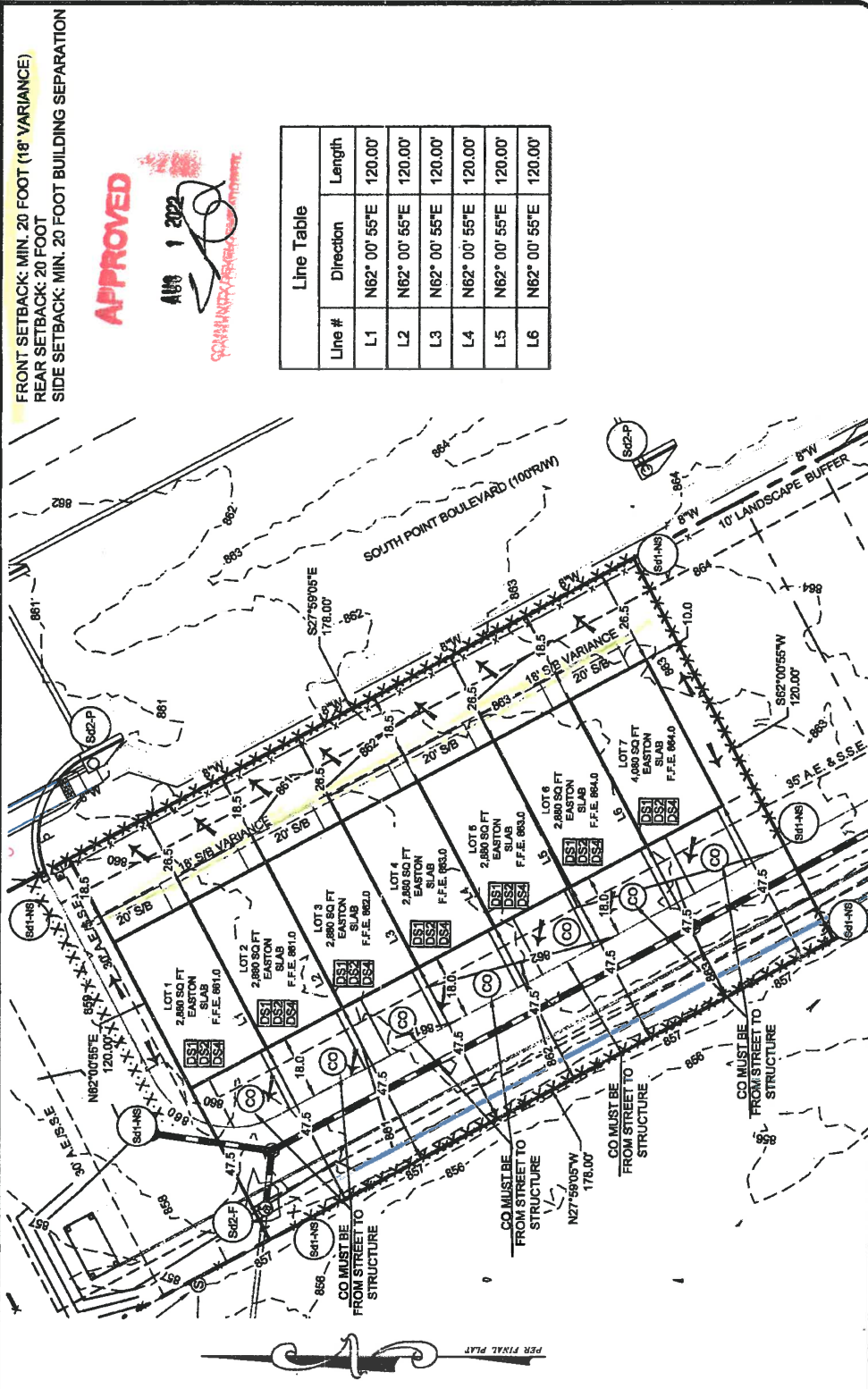
1. BUILDER TO PROVIDE 5% SLOPE AWAY FROM HOUSE FOR DRAINAGE PURPOSES.
2. CONTRACTOR TO MAINTAIN EROSION CONTROL DAILY.
3. ANY REVISIONS THAT WERE NOT DONE UNDER THE SUPERVISION OF THE ENGINEER OF RECORD WILL VOID THE CERTIFICATION OF THIS DOCUMENT.

REFERENCE:
CIVIL DESIGN DRAWINGS RECORDED IN HENRY COUNTY RECORDS.

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.



Line #	Direction	Length
L1	N62° 00' 55"E	120.00'
L2	N62° 00' 55"E	120.00'
L3	N62° 00' 55"E	120.00'
L4	N62° 00' 55"E	120.00'
L5	N62° 00' 55"E	120.00'
L6	N62° 00' 55"E	120.00'

APPROVED

AUG 1 2022

[Signature]

CIVIL
ENGINEERING

LAND
PLANNING

LAND
SURVEYING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECT

FALCON DESIGN CONSULTANTS, LLC
235 CORPORATE CENTER DRIVE
STOCKBRIDGE, GEORGIA 30281
PH. 770-388-8666
FAX 770-388-8666
WWW.FDCS-LLC.COM

HENRY COUNTY, GEORGIA
PROJECT NO. 2022-000008371

HOUSE LOCATION PLAN
LOTS 1-7
SOUTH POINT TOWNHOMES
LOCATED IN:
LAND LOTS 161, DISTRICT 7
HENRY COUNTY, GEORGIA

GEORGIA
REGISTERED
PROFESSIONAL
ENGINEER
No. 000440
ADAM L. BROWN
7-12-2022

GSWCC# 000008371

811
Know what's below.
Call before you dig.
UTILITIES PROTECTION CENTER
1 (800) 282-4111 THROUGHOUT GEORGIA
OR DIAL 811

REVISIONS
1. ADDED SETBACK VARIANCE 7-22-2022 BC
2.
3.
4.
5.

1 of 1

THIS DOCUMENT IS NOT VALID
UNLESS IT BEARS THE
ORIGINAL SIGNATURE OF THE
REGISTRANT ACROSS THE
REGISTRANT'S SEAL.

AGENDA ITEM SUMMARY
August 15, 2022 City Council Meeting
Item Number: 13



Presented by: Charles Reese

Department: Community Development Department

ITEM SUMMARY:

Street Direction Change:

Ice Street – Staff has been contacted by the owner of the Planters Lofts to request that Ice Street become a one-way street from John Frank Ward to Keys Ferry St.

SPECIAL CONSIDERATIONS OR CONCERNS:

Said application is to be processed in accord with schedule herein:

- 8/15/2022 City Council Meeting (Workshop and/or vote)

STAFF RECOMMENDATION:

Approval of the Request

FINANCIAL IMPACT: N/A

FUNDING SOURCE: N/A

ATTACHMENTS: N/A

OTHER DEPARMENTAL REVIEW NEEDED: N/A

OTHER DEPARMENTAL REVIEW: N/A



From: Kevin Anderson [mailto:kevin@tovinholdings.com]
Sent: Friday, June 17, 2022 10:13 AM
To: Charles Reese <CReese@McDonoughGa.org>
Subject: Planters Walk Condominiums \ Ice Street

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

Charles,

Thank you for meeting with us last week. Here what the parking would look like along the building. We believe making Ice Street one way from John Frank Ward to Keys Ferry has multiple benefits.

1. Brings parking to the first real square residential project.
2. Keep Ice street consistent with the flow of traffic from the section from Keys Ferry to Sloan, it is also one way there.
3. Reduces the traffic turning off from Hwy 81 that close to the square which would help with traffic flow in the afternoons.
4. Continues to allow Moyes Drive Thru to operate as it does today.

One thing to note, for many years, people have parked along side of planters on Ice street make it effectively a one lane road, there is also a concrete ramp that would impede traffic from flowing in both directions. I think change Ice to a one-way street and adding parking would be a huge win for the city as well as our project.



AGENDA ITEM SUMMARY
Date: August 15, 2022

ITEM NUMBER: 14.A.

ITEM SUMMARY:

SPECIAL CONSIDERATIONS OR CONCERNS:

RECOMMENDATION:

FINANCIAL IMPACT:

ATTACHMENTS:

1. 08.15.2022 Agenda Item 14 Murphy

Submitted by:

AGENDA ITEM SUMMARY
(August 15, 2022)
Item Number: 14



Presented by: Charles Reese

Department: Community Development Department

ITEM SUMMARY:

The request for Case #220513 for **Susan Murphy (Murphy property)** is for a rezoning to **R-85** (Single Family Residential). The subject property recognized as Tax Parcel ID #M20-11010000 located at 56 Cleveland St.

SPECIAL CONSIDERATIONS OR CONCERNS:

Said application is to be processed in accord with schedule herein:

- 07/12/2022 Municipal Planning Commission Workshop
- 08/09/2022 Municipal Planning Commission Public Review
- 08/04/2022 City Council Workshop
- **08/15/2022 City Council Public Hearing & Vote**

STAFF RECOMMENDATION:

MPC

Taira Castora made the Motion for Approval of rezoning from C-2 (Central Commercial) to R-85 (Single Family Residential) with Staff Recommendations. Second- Calvin McClendon

➤ **Vote: 4 Approved**

CDD –Approval as requested by Applicant with Stipulations.

FINANCIAL IMPACT: N/A

FUNDING SOURCE: N/A

ATTACHMENTS:

- ORD #22-08015001(Z)
- P/Z Final Staff Report

OTHER DEPARTMENTAL REVIEW NEEDED:

YES

OTHER DEPARTMENTAL REVIEW

McDonough Police

McDonough Fire

Building & Inspections

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency

City Engineer	Public Works	Stormwater
Water Distribution	Water/Sewer Operations	HC Water & Sewer
HCDOT	HCBOE	HC GIS
HC Environmental Health Dept.	GDOT	Other

Department Name: McDonough Police
Comments: Not a reviewing agency.

Department Name: McDonough Fire
Comments: David Williams- No issues or concerns

Department Name: Building & Inspections
Comments: Mark Dobson-No objection.

Department Name: City Engineer
Comments: Mark Whitley-No Comments at this time.

Department Name: Public Works
Comments: Brandon Williams-I do not have any concerns with the rezoning.

Department Name: Stormwater
Comments: Mark Whitley-No comments at this time.

Department Name: Water Distribution
 Comments: No initial comments returned – official plan review required.

Department Name: Water/Sewer Operations
 Comments: Not a reviewing agency.

Department Name: HC Water & Sewer
 Comments: Not a reviewing agency.

Department Name: HCDOT & GDOT
Comments: David Simmons-I have no comments on the request for 56 Cleveland Street.
Donald Wilkerson-I have not comments/outside GDOT jurisdiction

Department Name: HCBOE
 Comments: Not a reviewing agency.

Department Name: HC GIS
 Comments: Not a reviewing agency.

**STATE OF GEORGIA
CITY OF MCDONOUGH**

ORDINANCE NO. 22-08-15001(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 **Susan Murphy**:

All that lot, tract or parcel of land, otherwise known as 56 Cleveland St. (Parcel #M20-11010000), lying and being in Land Lot(s) 134 of the 7th District of Henry County, Georgia, consisting of 0.43 +/- 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-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.

RECEIVED IN OFFICE
HENRY COUNTY
CLERK OF SUPERIOR COURT

2017 DEC 20 AM 10:58

BK: 15619 PG: 32-33

Filed and Recorded

Dec-20-2017 02:09:06PM

DOC#: D2017-033726

Real Estate Transfer Tax Paid \$66.50

0752017010267

BARBARA A. HARRISON

CLERK OF SUPERIOR COURT Henry County GA.

Record and Return to:
Sparks/King/Watts/Reddick, LLC
1410 Pennsylvania Avenue
McDonough, GA 30253
Order No.: GA-STK171584PUR

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF HENRY

THIS INDENTURE, made this 12th day of December, 2017, between

Hamilton State Bank

as party or parties of the first part, hereinafter called Grantor, and

John L. Bell, IV

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor, for and in consideration of the sum of TEN AND 00/100's DOLLARS (\$10.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, to wit:

All that tract or parcel of land lying and being in Land Lot 134 of the 7th District of Henry County, Georgia, as shown on survey for John Rucker dated October 12, 1987, by Branham & Assoc., recorded in Plat Book 15, Page 155, Henry County Records, said plat being incorporated herein by reference thereto.

Parcel M20-11010000

Subject to all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described Property unto the said Grantee against the lawful claims and demands of all persons claiming by, through or under the above named Grantor, but against none other.

GA_Deed_LimitedWarranty

GA-STK171584PUR

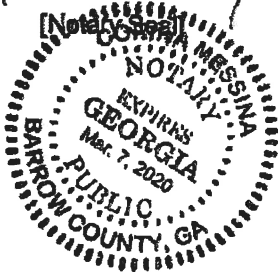
BK: 15619 PG: 33

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered
in the presence of:

Greg W. Smith
Unofficial Witness

John Messer
Notary Public
My Commission Expires: 3/7/20



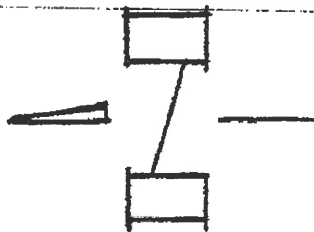
GRANTOR:

Hamilton State Bank

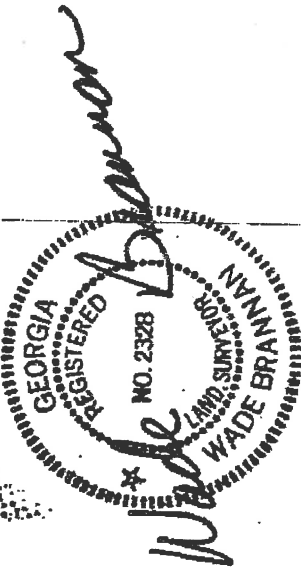
BY: Bradley Orr
Bradley Orr
Vice President

[Corporate Seal]

SEAL AFFIXED



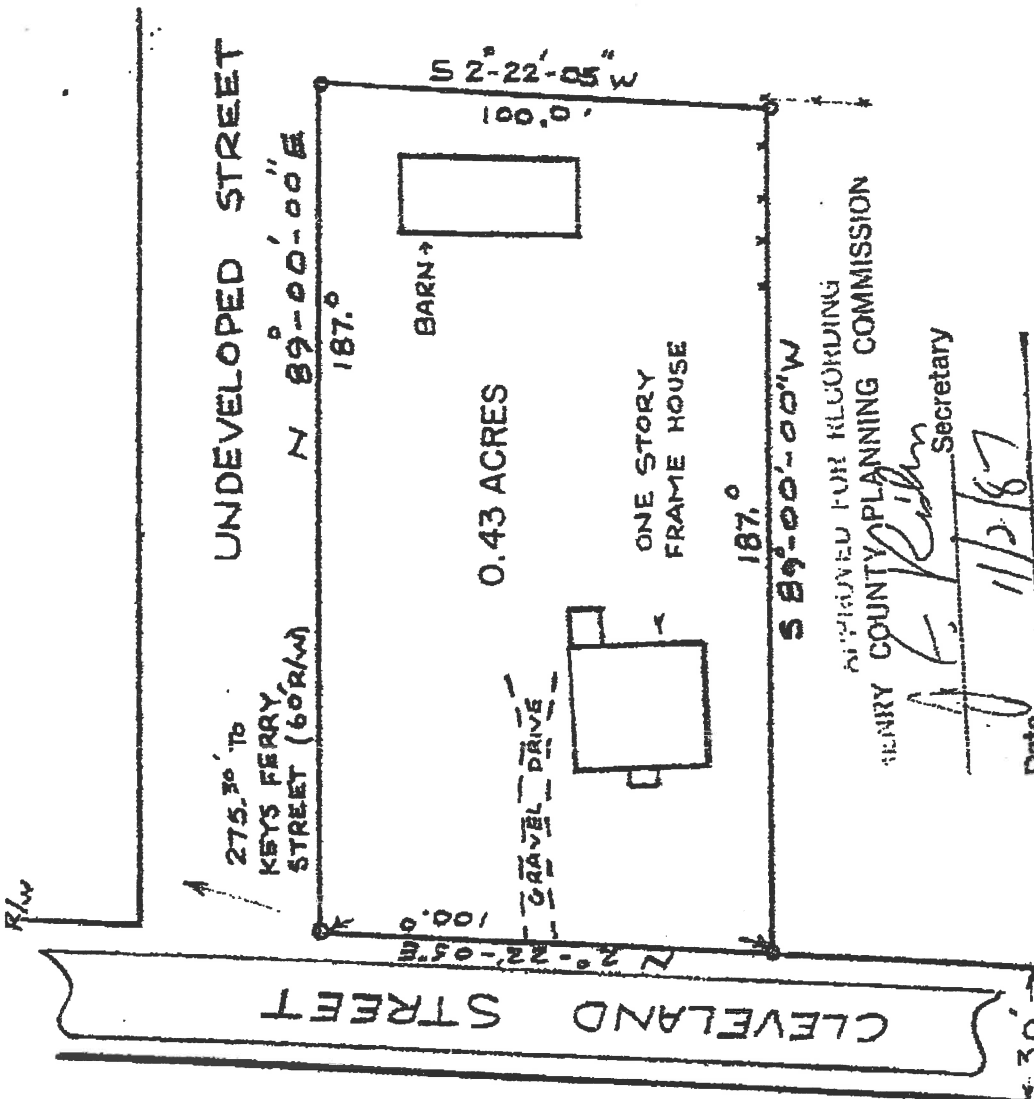
IN MY OPINION THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE LAW.



BASED ON THE INFORMATION SHOWN ON THE FLOOD HAZARD BOUNDARY MAPS FURNISHED BY THE DEPT. OF H.U.D. THROUGH THE FEDERAL INSURANCE ADMINISTRATION, IT IS MY OPINION THAT THE PROPERTY SHOWN HEREON IS OUTSIDE OF THE FLOOD HAZARD AREA.

Filed in office this 29 day of November 19 87 at 3:16 o'clock P.M.

BRANNAN & ASSOCIATES, INC.
LAND SURVEYORS CLARENCE J. BRANNAN
McDONOUGH, GEORGIA



APPROVED FOR RECORDING
HENRY COUNTY PLANNING COMMISSION
J. E. Risher Secretary

Date 11/2/87

SURVEY FOR JOHN RUCKER		APPROVED BY: RLS # 2328	DRAWN BY: WB
SCALE: 1" = 40'	DATE: 10/12/87	REVISED	
LAND LOT-134 DISTRICT-7 COUNTY-HENRY			
CITY-McDONOUGH STATE-GEORGIA			
957-7745	957-7561	DRAWING NUMBER	

Exhibit B
Conditions of Development

REFER TO FINAL STAFF REPORT



City of McDonough, Georgia

Community Development Department

Rezoning Staff Report

For Recommendation Only

Case Petition

#220513

Applicant
Address/Location
Council District #3

Susan Murphy-Murphy Property
56 Cleveland St.
Scott Reeves

Request

Rezoning to R-85 from C-2

Land Lot District
Tract Size

Land Lot(s) 134 of the 7th District
Approximately **0.43 Acres** +/- (Parcel #M20-11010000)

Meetings

07/12/22
08/04/22
08/09/22
08/15/22

Planning Commission Workshop
City Council Workshop
Planning Commission "Public Review"
City Council "Public Hearing"

Background Information

Current Zoning

C-2 (Central Commercial)

The property has been rezoned twice before:
1988: RM-75 to O-I
1995: O-I to C-2



North Boundary

Zoned: C-2 *Central Commercial*
Land Use: Retail/Service

East Boundary

Zoned: RM-75 *Single Family Residential*
Land Use: Residential

South Boundary

Zoned: RM-75 *Single Family Residential*
Land Use: Residential

West Boundary

Zoned: R-50 *Single Family Residential*
Land Use: Vacant



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

Staff Analysis:

Section 17.104.048 Standards of Review for Rezoning

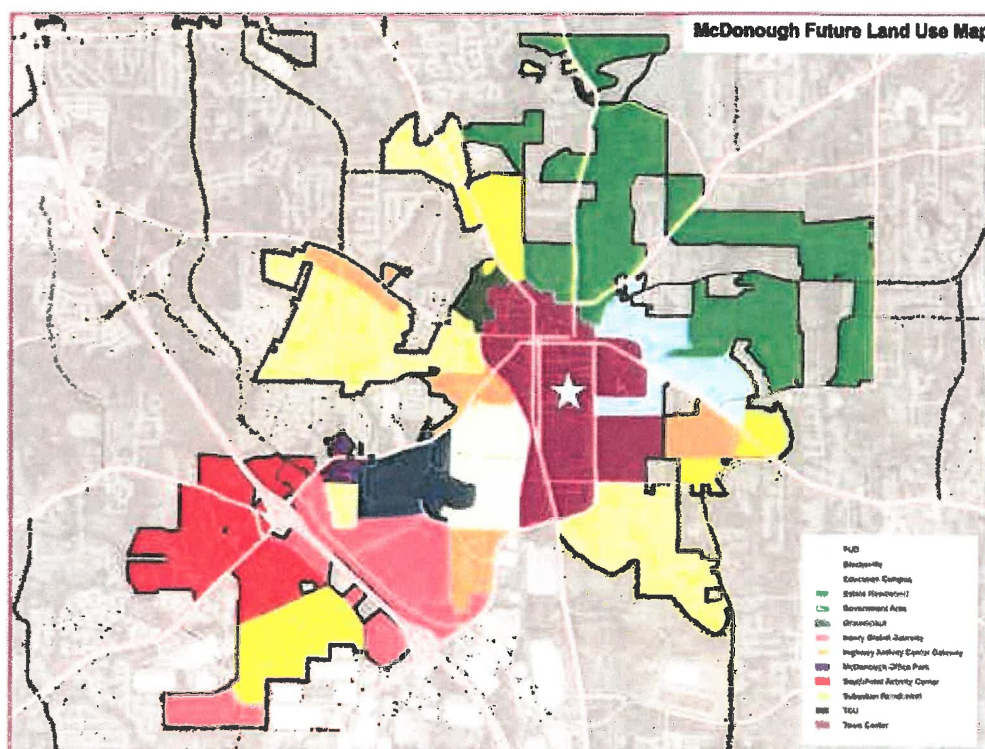
- | | |
|--|-----------|
| ▶ Isolated district | No |
| ▶ Possible overtaxing load on public facilities | No |
| ▶ Impact to environment | No |
| ▶ Amendment will be a deterrent to adjacent properties | No |
| ▶ Current zoning may be used for the purpose intended | <u>No</u> |

The property must be rezoned to residential for proper use

- | | |
|--|-----------|
| ▶ Property to stay compatible with adjacent properties | Yes |
| ▶ Property is consistent with FLUM | <u>No</u> |

Rezoning to R-85 would be inconsistent with the FLUM; however, the intended use as Single Family Residential IS CONSISTENT with the current adjacent properties.

- | | |
|--|-----|
| ▶ 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, Georgia
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: David Williams- No issues or concerns

Department Name: Building & Inspections

Comments: Mark Dobson-No objection.

Department Name: City Engineer

Comments: Mark Whitley-No Comments at this time.

Department Name: Public Works

Comments: Brandon Williams-I do not have any concerns with the rezoning.

Department Name: Stormwater

Comments: Mark Whitley-No comments at this time.

Department Name: Water Distribution

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Department Name: Water/Sewer Operations

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Department Name: HC Water & Sewer

Comments: Not a reviewing agency.

Department Name: HCDOT & GDOT

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Comments: Not a reviewing agency.

Department Name: HC GIS

Comments: Not a reviewing agency.



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

Infrastructure:	Water Service:	City of McDonough
	Sewer Service:	City of McDonough
	Electricity:	Georgia Power
	Telephone:	N/A
	Cable Television:	Spectrum

Final Staff Recommendation by: Charles Reese, Community Development Director
Staff recommends **Approval** of the rezoning to R-85 under as-built conditions. Applicant purchased property with the assumption that the property was zoned for residential. The property is being used as residential at this time.



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 an illustrative drawing 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.