CONSENT AGENDA ITEM SUMMARY
September 1, 2022 City Council Workshop
Item Number: 6A

Presented by: Steve Sikes

Department: Technology Services Department

ITEM SUMMARY:

Request approval of an amendment to the Intergovernmental Agreement between the County and the Cities for the New World Public Safety System Software, that the termination clause be amended from 14 days to 180 days, as to provide ample time for transition if needed; and authorize the Mayor to sign the amended agreement.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

FINANCIAL IMPACT:

FUNDING SOURCE:

ATTACHMENTS:

Amended Intergovernmental Agreement

OTHER DEPARMENTAL REVIEW NEEDED:

___Yes

__X_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:

Stephanie Braun, County Clerk

INTERGOVERNMENTAL AGREEMENT
BETWEEN HENRY COUNTY AND THE CITY OF MCDONOUGH

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

RECITALS

WHEREAS, 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 it "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 first-year percentage of the overall cost shall be estimated based on the City's prior use of the Computer-aided dispatch (CAD)/ E-911 system in relation to the use of the County's CAD system as a whole. In each year thereafter, the percentage shall be based on the City's actual use of the County's Network and Software in relation to the use of the County's Network and Software system as a whole.

The County shall invoice the City by the 15th day of 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 one hundred eighty (180) 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 Sandra Vincent
   City of McDonough
   136 Keys Ferry Street
   McDonough, GA 30253

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 _____ Day of _____. 20___.

HENRY COUNTY, GEORGIA

Carlotta Harrell, Chair
Board of Commissioners

ATTEST:

Stephanie Braun,
Clerk to the Commission

(Affix County Seal)

CITY OF MCDONOUGH

Mayor Sandra Vincent
City of McDonough

ATTEST:

Christy Taylor, Clerk
City of McDonough

(Affix Corporate Seal)

APPROVED AS TO FORM:

Nancy Ladson Rowan, County Attorney

CONSENT AGENDA ITEM SUMMARY

City Council Workshop
September 1, 2022
Item Number: 6B

Presented by: Brian Linton

Department: Technology Services

ITEM SUMMARY:

Request authorization for payment of Civic Clerk invoice 237080, in the amount of $13,230.00, for annual software maintenance

SPECIAL CONSIDERATIONS OR CONCERNS:

Costs are for annual maintenance.

STAFF RECOMMENDATION:

Staff recommends approval, as this item was budgeted and approved by Council to be funded by the General Fund, Fiscal Year 2022-2023

FINANCIAL IMPACT:

Total Invoice $13,230.00

FUNDING SOURCE:

Line Item: 100.5.1535.52.1301 (TECHNICAL SOFTWARE MAINTENANCE)

ATTACHMENTS:

Civic Clerk Invoice 237080

OTHER DEPARTMENTAL REVIEWS NEEDED:

___Yes

_X__No

Invoice

CivicPlus LLC
NEW REMITTANCE ADDRESS
(FOR PAYMENTS ONLY)
CivicPlus
PO Box 1572
Manhattan KS 66505

#237080

9/9/2022

PO #

Bill To

Steve Sikes
City of McDonough
136 Keys Ferry Street
McDonough GA 30253

TOTAL DUE

$13,230.00

Due Date: 10/9/2022

Terms	Due Date	PO #	Approving Authority
Net 30	10/9/2022		

Qty	Item	Start Date	End Date
1	CP Media-Unlimited Storage Annual Fee	9/9/2022	9/8/2023
1	CivicClerk- Premium Annual Fee	9/9/2022	9/8/2023

Total	$13,230.00
Due	**$13,230.00**

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
KS State Bank	CivicPlus LLC	1046292	101101536

CONSENT AGENDA ITEM SUMMARY

City Council Workshop
September 1, 2022
Item Number: 6C

Presented by: Steve Morgan/Gerald Brown Department: Public Works - Highways & Streets

ITEM SUMMARY:

Approval of funding source correction for June 2, 2022 Workshop approved purchase of a 2022 Chevrolet Silverado MD Crew Cab Truck with a 14-ft chipper body from Bellamy Strickland, from Line Item: 100 – 5.4210.53.1797, to correct funding source line item 100-5.4210.54.2599

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

FINANCIAL IMPACT:

Total Cost: $ 84,661.00

FUNDING SOURCE:

General Fund - Line Item: 100-5.4210.54.2599

ATTACHMENTS:

June 2, 2022 City Council Workshop Minutes

OTHER DEPARMENTAL REVIEW NEEDED:

___Yes _X__No

MINUTES
City of McDonough
City Council Workshop
McKibben Chambers City Hall
136 Keys Ferry Street
June 2, 2022
6:00 PM

Mayor Vincent called the meeting to order at 6:00 p.m.

The City Clerk Ms. Christy Taylor called roll for the meeting, as follows:

Mayor Sandra Vincent	Present
Mayor Pro Tem Rufus Stewart	Present
Councilmember Jamal Burt	Present
Councilmember Benjamin Pruett	Present
Councilmember Scott Reeves	Present
Councilmember Vanessa Thomas	Present
Councilmember Kamali Varner	Absent (due to family illness)

Others in attendance were: City Clerk, Ms. Christy L. Taylor; Outside Legal Counsel, Ms. Emilia Walker; Police Chief, Mr. Ken Noble; Fire Chief, Mr. Dave Williams; Community Development Director, Mr. Charles Reese; Facilities and Assets Management Director, Mr. Steve Morgan; Finance Director, Mr. Frank Milazi; Technology Services Director, Mr. Steve Sikes; Assistant Finance Director, Ms. Deborah Upshaw; City Planner, Ms. Diane Johnson; Stormwater Supervisor, Mr. Brandon Williams; Network Administrator, Mr. Brian Linton; Open Records Officer, Ms. Kat Story; and Executive Assistant, Ms. Joani Clemons.

Mayor Vincent noted for the record that Councilmember Varner's absence was in relation to a family illness.

Councilmember Pruett gave the Invocation; and Councilmember Stewart led the Pledge of Allegiance.

Mayor Vincent called for a motion to approve the agenda. Councilmember Burt motioned and Mayor Pro Tem Stewart seconded.

Prior to a vote, Councilmember Thomas requested that items 6A and 6B be removed from the Consent Agenda and added as items for discussion. Mayor Pro Tem Stewart motioned to approve the agenda with the requested changes, and Councilmember Burt seconded. The vote was six in favor. Those voting in favor were Mayor Vincent, Mayor Pro Tem Stewart, Councilmember Burt, Councilmember Pruett, Councilmember Reeves, and Councilmember Thomas. Councilmember Varner was not present.

Mayor Vincent noted that Items 6A and 6B would be added for discussion after the Proclamations, as Item 8A and 8B.

Consent Agenda

A. Administration – Technology Services **Steve Sikes, Director**

Approval to pay invoice for annual maintenance of Tyler Incode Financial software, at a cost of $38,604.93. Funding Source: 100.5.1535.52.1301 (TECHNICAL SOFTWARE MAINTENANCE)

B. Public Safety – Fire Department **Dave Williams, Fire Chief**

Approval of Memorandum of Understanding (MOU) between the City of McDonough and Dr. Charles Evans, for Dr. Evans to continue to serve as the Medial Director for its Fire Department and its personnel to operate as licensed medical first responders under the guidelines of the Georgia Department of Health, at an annual rate of $8004.00.

Funding Source: 100-5.3520.52.3855

C. Administration **Christy L. Taylor, City Clerk**

Approval of the May 16, 2022 City Council Meeting Minutes

D. McDonough Beautification – Geranium Festival

Approval to pay Covered in Blooms invoices for flower pot installation of 29 pots; maintenance of the plantings from May through October of 2022; and flower pots and maintenance at the McDonough Welcome Center, at a total cost of $11,700.00. Funding Source: 100-5.1300.52.3990.

E. Public Works – Wastewater Treatment Plant **Jeremy Newton, Plant Manager**

Request approval of emergency repair for 42 H.p Grunfos submersible pump at Kalves' Creek Pump Station, at a cost of $9775.00. Funding Source: 505-5.4335.52.2200

Mayor Vincent called for a motion to approve the Consent Agenda. Mayor Pro Tem Stewart motioned and Councilmember Pruett seconded. The vote was six in favor. Those voting in favor were Mayor Vincent, Mayor Pro Tem Stewart, Councilmember Burt, Councilmember Pruett, Councilmember Reeves, and Councilmember Thomas. Councilmember Varner was not present.

Public Comments:

(1) Mr. Jim Dunn, the Veterans' Support Group – Proposed renaming of streets

Mr. Dunn expressed concerns that the proposed renaming of two streets as listed on the agenda would negatively impact the Veterans' Support Group and other businesses and property owners on Jonesboro Road.

Mayor Vincent acknowledged Mr. Dunn's expressed concerns, and she advised that the areas of the proposed renamed streets will impact only one property owner, who has expressed their support of the action.

Mayor Vincent stated that a proclamation in recognition of Flag Day will be presented on June 14, 2022, to Sacred Journey Hospice. She recognized that the Doctor Reverend Bert Neal was presented with a Key to the City upon his retirement. She also noted that James Robinson was presented with a Key to the City upon his retirement from the McDonough Fire Department.

Councilmember Thomas requested discussion regarding the request for approval to pay invoice for annual maintenance of Tyler Incode Financial software, at a cost of $38,604.93. The funding source for the proposed maintenance is 100.5.1535.52.1301. Councilmember Thomas expressed concerns over continuing technology expenditures. Discussion ensued. It was determined that the requested maintenance is required for the Incode software to function properly and that the associated costs are budgeted expenses.

Mayor Vincent sounded Item 8B, the request for approval of the Memorandum of Understanding (MOU) between the City of McDonough and Dr. Charles Evans, for Dr. Evans to continue to serve as the Medical Director for its Fire Department and its personnel to operate as licensed medical first responders under the

guidelines of the Georgia Department of Health, at an annual rate of $8004.00. The funding source for the proposed request is 100-5.3520.52.3855.
Councilmember Thomas commented that after reviewing the well-written proposal by the Fire Chief, she understands that Dr. Evans has provided his services to the City of McDonough since 2008, without compensation. She commented on Dr. Evans' loyal volunteerism, and she stated for the record that she believes he is deserving of this compensation.

Mayor Vincent called for a motion to approve Item 8A and 8B, which were added as discussion items. Mayor Pro Tem Stewart motioned and Councilmember Pruett seconded. The vote was six in favor. Those voting in favor were Mayor Vincent, Mayor Pro Tem Stewart, Councilmember Burt, Councilmember Pruett, Councilmember Reeves, and Councilmember Thomas. Councilmember Varner was not present.

Highways and Streets Supervisor Mr. Gerald Brown presented the request for approval to purchase a 2022 Chevrolet Silverado MD Crew Cab Truck with a 14-foot chipper body from Bellamy Strickland, at a total cost of $ 84,661.00. The funding source identified for the purchase is line item 100 - 5.4210.53.1797. Discussion ensued. Councilmember Thomas requested that in the future, lease options be provided in addition to purchase costs.

Mayor Vincent called for a motion to approve the purchase. Mayor Pro Tem Stewart motioned to approve the purchase of the 2022 Chevrolet chipper truck at a cost of $84,661, as presented; and Councilmember Burt seconded. The vote was six in favor. Those voting in favor were Mayor Vincent, Mayor Pro Tem Stewart, Councilmember Burt, Councilmember Pruett, Councilmember Reeves, and Councilmember Thomas. Councilmember Varner was not present.

Finance Director Mr. Frank Milazi made the request that he present the budget amendment prior to the presentation of the proposed budget.

Mayor Vincent called for approval to revise the agenda, to make item 10A the budget amendment, and to make item 10B the 2022-2023 proposed budget presentation. Mayor Pro Tem Stewart motioned and Councilmember Pruett seconded. The vote was six in favor. Those voting in favor were Mayor Vincent, Mayor Pro Tem Stewart, Councilmember Burt, Councilmember Pruett, Councilmember Reeves, and Councilmember Thomas. Councilmember Varner was not present.

Mr. Milazi presented an amendment to the 2021-2022 budget along with a resolution to authorize the amendment. He explained that throughout the year adjustments are sometimes necessary to ensure that the budget is balanced. The amendments he discussed are listed as follows:

Revenues	Amendment
• 3% Consumption Tax	$70,000
• Business and Occupation	$142,000
• Building Permits – Commercial	$360,000
• Commercial Review Fees	$42,000
Total Revenues	*$614,000*

Expenditures	Amendment
• Public Works - Highway/Streets:	$70,000
• Public Works – Parks	$52,000
• Public Works – Cemetery Improvements	$15,000
• Facilities & Assets Mgt. Capital Outlay vehicles	$50,000

- Traffic Administration Capital Outlay vehicles $427,000
  Total Expenditures *$614,000*

	ADOPTED BUDGET:	AMENDED BUDGET:
Revenues	$19,373,670	$19,987,670
Expenditures	$19,373,670	$19,987,670

After the presentation of the budget amendment, discussion ensued. Mayor Vincent called for a motion. Councilmember Pruett made a motion to approve the budget amendment as presented, and Councilmember Reeves seconded. The vote was six in favor. Those voting in favor were Mayor Vincent, Mayor Pro Tem Stewart, Councilmember Burt, Councilmember Pruett, Councilmember Reeves, and Councilmember Thomas. Councilmember Varner was not present.

Mr. Milazi then made a Power Point presentation of the 2022-2023 proposed budget, on behalf of the City Administrator. He said that the first public hearing required to adopt the budget will be held on Monday, June 20, 2022, at 10:00 a.m., at City Hall; and the second required public hearing will be held at the Regular Meeting of the City Council, at 6:00 p.m., on Monday, June 20, 2022, at City Hall.

During the presentation, Mayor Vincent noted for the Council that the draft document reviewed by Mr. Milazi does not include all of the information that will be included in the budget book, which will be hand-delivered to the homes of the Councilmembers, a copy will be posted to the City's website, and a hard copy will be placed downstairs in City Hall, for public review.

Mr. Milazi then reviewed the 2023 proposed budget General Fund Revenues, which total $23,876.208.00. He noted that with the increase in revenues, there will be no need to increase taxes at this time. Mr. Milazi also discussed the 2023 proposed expenditures for the General Fund, which total $23,876,208, making it a balanced budget, as is required.

Mr. Milazi reviewed the 2023 proposed revenues for all funds, to include the General Fund, Solid Waste, Stormwater, water service, debt service, and Cemetery funds. The total 2023 proposed budget for all funds is $36,710,351.00. After the presentation, discussion ensued.

Community Development Director Mr. Charles Reese presented the request to rename two (2) streets along the McDonough One-Way Pairs; one, currently known as Jonesboro Street/Keys Ferry Street, proposed to be renamed to Mary Childs Street; and two, the section currently known has Geranium Drive, proposed to be renamed to Hattie Barnes Street. He said that a request to have streets named after these two women was received by the Community Development Department after family members were presented with Proclamations in recognition of their historic service as midwives to the Blacksville Community, at the March 21, 2022 City Council Meeting. A map was presented, depicting the areas where the new streets will be located.

Mr. Reese explained that while the streets have been problematic for years, the Georgia Department of Transportation (GDOT) is mandating the renaming of these two streets by the City; however, the roadways will remain state routes.

During the presentation, Mayor Vincent requested that the area of the Veterans' Support Group be identified on the map; and it was confirmed that the proposed name changes would not impact Mr. Dunn's property on

Jonesboro Road. She also advised that the process for street renaming that will impact other properties requires a petition process and public input.

Further, Mayor Vincent added that in this instance, GDOT has instructed that these two newly created roadways be renamed because the names compete with existing streets; and there were community members requesting that streets be named in honor of these two women who have had great historic impacts on the community at the same time. She said it is also a great opportunity to add another historic element to the City.

Discussion ensued. Councilmember Reeves said he was appreciative of the explanation, and he shared that he has received some phone calls from citizens who shared Mr. Dunn's concerns. He suggested that all requests to rename streets should follow the same process.

Mayor Vincent stated that in cases where there are no homes involved, the naming of streets is handled on an administrative level in the Community Development Department, without public input, as is in this case. She said the request was made by the family at a time when the Community Development Department was tasked with renaming these two streets, and that is why there was no requirement for public input or a petition. She said it was in an effort to be transparent that she had this item put on the agenda; that these types of administrative practices are not required to come before Mayor and Council.

After further discussion, Mayor Vincent asked Mr. Reese to provide the Mayor and Council with the governing document that sets out this process in an ongoing effort to identify areas of the Code, which may need to be amended; and Mr. Reese agreed.

Mayor Vincent called for a motion to approve the renaming of the One-Way Pairs, specifically those areas that are known as Jonesboro Street/Keys Ferry Street, and that the map be included.
Councilmember Pruett asked if there was a time limit on making the decision on the names of the streets; and Mr. Reese said there was no designated time frame in the matter.

Councilmember Burt said that since this was in his District, he would prefer that the item come back for further discussion to allow for public input. Discussion continued.

After further discussion, it was determined that this item would come back for consideration at the next Council Meeting.

Mayor Vincent called for a motion to go into Executive Session for Personnel, O.C.G.A. 50-14-3 (b)(2), and Real Estate, O.C.G.A 50-14-3 (b)(1). Councilmember Pruett motioned and Mayor Pro Tem Stewart seconded. The vote was six in favor. Those voting in favor were Mayor Vincent, Mayor Pro Tem Stewart, Councilmember Burt, Councilmember Pruett, Councilmember Reeves, and Councilmember Thomas. Councilmember Varner was not present.

Mayor Vincent called for a motion to go back into Regular Session. Mayor Pro Tem Stewart motioned and Councilmember Pruett seconded. The vote was six in favor. Those voting in favor were Mayor Vincent, Mayor Pro Tem Stewart, Councilmember Burt, Councilmember Pruett, Councilmember Reeves, and Councilmember Thomas. Councilmember Varner was not present.

Mayor Pro Tem Stewart made a motion to authorize the Mayor and legal counsel to move forward with the purchase of property located at 360 Macon Street, to additionally include title insurance, as identified on the

associated Purchase and Sale Agreement; and Councilmember Pruett seconded. The vote was six in favor. Those voting in favor were Mayor Vincent, Mayor Pro Tem Stewart, Councilmember Burt, Councilmember Pruett, Councilmember Reeves, and Councilmember Thomas. Councilmember Varner was not present.

Mayor Pro Tem Stewart discussed an event he attended at Heritage Montessori School; and he presented Mayor Vincent with a plaque in recognition of the City's support. Mayor Vincent explained that the school needed to be provided with water connectivity, and the City collaborated with Henry County to help ensure those needs were met.

Councilmember Burt commented that he hopes everyone has a great weekend.

Councilmember Reeves said he continues to follow-up on the success of the Geranium Festival, and he thanked everyone who worked on the event. He also said that he has received positive feedback related to the cemetery, and he thanked Mayor Pro Tem Stewart and Mayor Vincent for their efforts in the matter.

Councilmember Pruett offered no comments.

Councilmember Thomas said she enjoyed attending the second phase of the planning and zoning training and visiting different areas of the City. She said that she attended the Geranium Festival for the first time, and she remarked on the success of the event. Lastly, she said she attended a Memorial Day service, sponsored by the Veterans of Foreign War, where she met Senator Warnock.

Ms. Taylor offered a reminder to Mayor and Council to watch for upcoming information about the 2022 Georgia Municipal Association Annual Convention, June 24 through June 28, 2022, in Savannah, Georgia.

Attorney Emilia Walker said she is happy to be in attendance to provide assistance to the City.

Mayor Vincent discussed a recent meeting she attended with Chief Noble, Chief Williams, Mr. Charles Reese and a member of Senator Jon Ossoff's office related to the continued issues with the train in McDonough. She noted that the conversation continued into the topics of transportation and historic preservation, which led to an appeal for infrastructure assistance.

Mayor Vincent shared that she has provided copies of the Comprehensive Plan for each of the Councilmembers, and she asked Council to review the Code so that any issues of concern can be addressed appropriately as discussions with Community Development and the legal department move forward. She also noted that the Council will have one additional day of training prior to the start of the GMA Convention, which will be held on Thursday, June 23, 2022; therefore, traveling to the event will take place on Wednesday, June 22, 2022.

Mayor Vincent commented on the great success of the Geranium Festival, and she commended the City staff for a job well done. She noted that she has asked each department provide a list of staffing and monetary

resources that the City invests for the Geranium Festival, in an effort to establish guidelines on what it means for an event to be City-sponsored.

In closing, Mayor Vincent discussed the effort that has gone into the budget process since January; and she commended staff for the planning that has gone into the proposed budget. She thanked the City staff for a continued job well done; and she thanked the citizens who were in attendance for the meeting.

Mayor Vincent adjourned the meeting at 7:47 p.m.

Christy L. Taylor,
City Clerk

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 December 29, 2021; and a copy the meeting schedule was posted at City Hall and on the City's website, as required by law.

AGENDA ITEM SUMMARY
September 1, 2022 City Council Workshop
Item Number: 9

Presented by: Steve Morgan, Interim Director Department: Public Works Department

ITEM SUMMARY:

Request adoption of a Resolution to accept the total bid with Alternate One of $1,226,397.00, from RDJE, Inc., of Newnan, Georgia, to complete Turner Church Pump Station Force Main Additions, Project 202396; and authorize the Mayor to sign the Resolution.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Total costs of $1,226,397.00

FUNDING SOURCE:

ATTACHMENTS:

- Turnipseed Engineering tabulation of bids received letter
- Proposed Resolution

OTHER DEPARMENTAL REVIEW NEEDED:

___Yes ___No

TURNIPSEED ENGINEERS

ATLANTA
AUGUSTA
ST. SIMONS ISLAND

July 29, 2022

Mayor and Council
City of McDonough
136 Keys Ferry Street
McDonough, Georgia 30253

Attention: Mayor Sandra Vincent

Re: City of McDonough, Georgia
Turner Church Pump Station Force Main Additions
Project No. 202369

We have checked the bids received July 21, 2022, on subject project. Below is a tabulation of the bids received.

Contractor	*Total Amount Bid*	*Total Amount Bid with Alternate One*
1. RDJE, Inc. Newnan, Georgia	$1,132,581.00	$1,226,397.00
2. Mid-South Builders, Inc. Lithonia, Georgia	$1,656,500.00	$2,038,666.00
3. Site Engineering, Inc. Atlanta, Georgia	$2,593,774.00	$2,648,500.00

As indicated, the low bidder is RDJE, Inc. of Newnan, Georgia. The low bidder included prices for certain alternatives as shown on the bid tabulation. The alternate provides better corrosion resistance and is available sooner. Since the low bidder appears to have adequate experience, technical ability and financial capability to complete the project, we recommend contract award be made to RDJE, Inc. of Newnan, Georgia with Alternate One in the amount of $1,226,397.00.

We have enclosed a certified tabulation of the bids received and a sample resolution the City should consider adopting. Please forward us a copy of the City's signed resolution to award.

If you have any questions concerning our recommendations, please call us.

Yours truly,

Greg Ashworth, P.E.
Turnipseed Engineers

GJA:ac
Enclosures

RESOLUTION

WHEREAS bids were received by the City of McDonough July 21, 2022, for the Turner Church Pump Station Force Main Additions, and

WHEREAS the low, responsible, responsive bidder is RDJE, Inc. of Newnan, Georgia with a bid in the amount of $1,132,581.00 and

WHEREAS the low bidder, RDJE, Inc. of Newnan, Georgia submitted a bid in the amount of $883,434.00 for Alternate One, the bid increased to $1,226,397.00, and

WHEREAS the low bidder, RDJE, Inc., appears to have the necessary financial and technical ability to complete the project,

BE IT THEREFORE resolved the City of McDonough hereby makes contract award of the construction contract to the low bidder, RDJE, Inc. of Newnan, Georgia, with Alternate One in the amount of $1,226,397.00.

THIS RESOLUTION was passed by a vote of _____to_____at a regular meeting of the Mayor and Council on _____.

CITY OF MCDONOUGH

_____

Sandra Vincent, *Mayor*

Attest:_____

City Clerk

CITY OF MCDONOUGH, GEORGIA
SEWERAGE SYSTEM IMPROVEMENTS
TURNER CHURCH PUMP STATION FORCE MAIN ADDITIONS
PROJECT NO. 202369
CERTIFIED BID TABULATION
BIDS RECEIVED JULY 12, 2022

THIS IS TO CERTIFY THAT THI
IS A CORRECT TABULATION

Greg Ashworth, P.E.
Turnipseed Engineers
Atlanta, Georgia

CITY OF MCDONOUGH, GEORGIA SEWERAGE SYSTEM IMPROVEMENTS	RDJE, Inc. Newnan, Georgia	Mid-South Builders, Inc. Lithonia, Georgia

For furnishing all materials and equipment and performing all labor necessary for constructing the Sewerage System Improvements as shown on the Drawings and as specified for the following prices and approximate quantities shown.

ITEM NO.		QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.		1	LS	MOBILIZATION	$58,000.00	$58,000.00	$38,030.48	$38,030.48
2.		1	LS	TRAFFIC CONTROL	$4,000.00	$4,000.00	$10,182.00	$10,182.00
3.		7,818	LF	DUCTILE IRON FORCE MAIN	$101.00	$789,618.00	$178.00	$1,391,604.00
4.		160	LF	18" STEEL CASING (0.532" W.T.) BY JACK AND BORE (ROAD CROSSINGS)	$700.00	$112,000.00	$400.00	$64,000.00
5.				RESILIENT SEATED GATE VALVES W/VALVE BOXES				
	a.	2	EA	12" M.J., N.R.S.	$5,500.00	$11,000.00	$4,000.00	$8,000.00
6.		1	EA	AIR AND VACUUM RELEASE VALVE AND MANHOLE	$11,000.00	$11,000.00	$7,500.00	$7,500.00
7.		1	EA	AIR RELEASE VALVE AND MANHOLE	$11,000.00	$11,000.00	$7,500.00	$7,500.00
8.		1.6	TON	MJ, DI OR CI FITTINGS	$7,500.00	$12,000.00	$6,000.00	$9,600.00
9.		16	CY	CONCRETE BLOCKING	$300.00	$4,800.00	$300.00	$4,800.00
10.		1	EA	CONNECT TO EXISTING 10" FORCE MAIN	$12,000.00	$12,000.00	$75,000.00	$75,000.00
11.		150	LF	FREEBORE UNDER PAVEMENT <50' (IN ADDITION TO PIPE COST)	$125.00	$18,750.00	$80.00	$12,000.00
12.				REMOVE AND REPLACE				
	a.	100	LF	Remove and Replace Asphalt	$125.00	$12,500.00	$100.00	$10,000.00
	b.	50	LF	Remove and Replace Concrete	$60.00	$3,000.00	$30.00	$1,500.00
	c.	60	LF	Remove and Replace Gravel	$35.00	$2,100.00	$10.00	$600.00
13.				SOIL EROSION, SEDIMENTATION AND POLLUTION CONTROL				
	a.	260	LF	Silt Fence, Sd1-S	$11.00	$2,860.00	$8.00	$2,080.00
	b.	9	EA	Haybale Check Dam, Cd-Hb	$325.00	$2,925.00	$100.00	$900.00
	c.	7,800	LF	Permanent Grassing Disturbed Areas	$3.50	$27,300.00	$1.00	$7,800.00
14.		38	SY	RIP RAP	$81.00	$3,078.00	$0.01	$0.38
15.				STORMWATER MONITORING				
	a.	4	EA	Establishing Monitoring Site, Submit NOI and NOT in GEOS, and Complete Monthly Reports	$525.00	$2,100.00	$0.01	$0.04
	b.	10	EA	Sampling Event	$80.00	$800.00	$0.01	$0.10
Subtotal Amount Bid, Items 1 through 15 Inclusive, The Amount of:						$1,100,831.00		$1,651,097.00

	RDJE, Inc.	Mid-South Builders, Inc.
	Newnan, Georgia	Lithonia, Georgia

EXTRA WORK, IF ORDERED BY THE ENGINEER

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
16.	135	CY	ROCK EXCAVATION	$40.00	$5,400.00	$40.00	$5,400.00
17.			CONCRETE				
a.	10	CY	Class 'A'	$345.00	$3,450.00	$0.01	$0.10
b.	10	CY	Class 'B'	$295.00	$2,950.00	$0.01	$0.10
c.	10	CY	Class 'C'	$240.00	$2,400.00	$0.01	$0.10
18.	135	CY	Crushed Stone Stabilization or Bedding (Including Excavation and Removal of Unsuitable Materials)	$65.00	$8,775.00	$0.01	$1.35
19.	135	CY	SELECT BACKFILL (INCL. HAUL & PLACEMENT)	$65.00	$8,775.00	$0.01	$1.35
Subtotal Amount Bid, Items 16 through 19 Inclusive, The Amount of:					$31,750.00		$5,403.00
TOTAL AMOUNT BID, ITEMS 1 THROUGH 19 INCLUSIVE, THE AMOUNT OF:					**$1,132,581.00**		**$1,656,500.00**

ALTERNATES

Note: The Owner reserves the right to add any or all of the following additions/deduction of the work for the purpose of making contract award. Award of the contract may be with one or more of these items. Each bidder must fill in the unit price amount for each item below.

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
ALT-1			For furnishing and installing 7,818 LF of 12" PVC C900 (DR 18, CLASS 235) force main in lieu of 12" D.I. included in Item 4, the amount of:	$113.00	$883,434.00	$193.00	$1,508,874.00

For furnishing all materials and equipment and performing all labor necessary for constructing the Sewerage System Improvements as shown on the Drawings and as specified for the following prices and approximate quantities shown.

ITEM NO.		QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.		1	LS	MOBILIZATION	$100,000.00	$100,000.00
2.		1	LS	TRAFFIC CONTROL	$50,000.00	$50,000.00
3.		7,818	LF	DUCTILE IRON FORCE MAIN	$243.00	$1,899,774.00
4.		160	LF	18" STEEL CASING (0.532" W.T.) BY JACK AND BORE (ROAD CROSSINGS)	$1,800.00	$288,000.00
5.				RESILIENT SEATED GATE VALVES W/VALVE BOXES		
	a.	2	EA	12" M.J., N.R.S.	$8,000.00	$16,000.00
6.		1	EA	AIR AND VACUUM RELEASE VALVE AND MANHOLE	$20,000.00	$20,000.00
7.		1	EA	AIR RELEASE VALVE AND MANHOLE	$20,000.00	$20,000.00
8.		1.6	TON	MJ, DI OR CI FITTINGS	$15,000.00	$24,000.00
9.		16	CY	CONCRETE BLOCKING	$300.00	$4,800.00
10.		1	EA	CONNECT TO EXISTING 10" FORCE MAIN	$40,000.00	$40,000.00
11.		150	LF	FREEBORE UNDER PAVEMENT <50' (IN ADDITION TO PIPE COST)	$150.00	$22,500.00
12.				REMOVE AND REPLACE		
	a.	100	LF	Remove and Replace Asphalt	$300.00	$30,000.00
	b.	50	LF	Remove and Replace Concrete	$200.00	$10,000.00
	c.	60	LF	Remove and Replace Gravel	$100.00	$6,000.00
13.				SOIL EROSION, SEDIMENTATION AND POLLUTION CONTROL		
	a.	260	LF	Silt Fence, Sd1-S	$10.00	$2,600.00
	b.	9	EA	Haybale Check Dam, Cd-Hb	$500.00	$4,500.00
	c.	7,800	LF	Permanent Grassing Disturbed Areas	$5.00	$39,000.00
14.		38	SY	RIP RAP	$200.00	$7,600.00
15.				STORMWATER MONITORING		
	a.	4	EA	Establishing Monitoring Site, Submit NOI and NOT in GEOS, and Complete Monthly Reports	$1,000.00	$4,000.00
	b.	10	EA	Sampling Event	$500.00	$5,000.00

Subtotal Amount Bid, Items 1 through 15 Inclusive, The Amount of: $2,593,774.00

EXTRA WORK, IF ORDERED BY THE ENGINEER

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
16.	135	CY	ROCK EXCAVATION	$40.00	$5,400.00
17.			CONCRETE		
a.	10	CY	Class 'A'	$800.00	$8,000.00
b.	10	CY	Class 'B'	$400.00	$4,000.00
c.	10	CY	Class 'C'	$300.00	$3,000.00
18.	135	CY	Crushed Stone Stabilization or Bedding (Including Excavation and Removal of Unsuitable Materials)	$150.00	$20,250.00
19.	135	CY	SELECT BACKFILL (INCL. HAUL & PLACEMENT)	$150.00	$20,250.00

Subtotal Amount Bid, Items 16 through 19 Inclusive, The Amount of: $60,900.00

TOTAL AMOUNT BID, ITEMS 1 THROUGH 19 INCLUSIVE, THE AMOUNT OF: **$2,654,674.00**

ALTERNATES

Note: The Owner reserves the right to add any or all of the following additions/deduction of the work for the purpose of making contract award. Award of the contract may be with one or more of these items. Each bidder must fill in the unit price amount for each item below.

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
ALT-1			For furnishing and installing 7,818 LF of 12" PVC C900 (DR 18, CLASS 235) force main in lieu of 12" D.I. included in Item 4, the amount of:	$250.00	$1,954,500.00

AGENDA ITEM SUMMARY

City Council Workshop
September 1, 2022
Item Number: 10

Presented by: Gerald Brown/Steve Morgan Department: Highways & Streets

ITEM SUMMARY:

Request approval to take over the street light monthly bill for Hamilton Pointe Subdivision per City of McDonough policy; and authorize the Mayor to sign all related documents.

SPECIAL CONSIDERATIONS OR CONCERNS:

The development has reached well over 50% build out.

STAFF RECOMMENDATION:

Staff recommends approving this request

FINANCIAL IMPACT:

Monthly Estimated Total: $646.76

FUNDING SOURCE:

General Funds- Street Department
Line Item: 100 5.4210.53.1301

ATTACHMENTS:

Letter from Hamilton Pointe HOA
Georgia Power Release Letter

OTHER DEPARMENTAL REVIEW NEEDED:

___Yes __X_ No

Southern Company

Georgia Power

8/10/2022

MCDONOUGH CITY OF
136 KEYS FERRY ST
MCDONOUGH, GA 30253

RE: Outdoor Lighting Agreement

Dear Customer:

Thank you for your recent request to obtain outdoor lighting service at the following location:

Premise: 0 HAMILTON POINTE DR In MCDONOUGH GA 30253
Region: Metro South
Account Number: 00547-34084

Georgia Power Company (GPC) has already installed assets to provide outdoor lighting service at this location. These assets (poles, wiring, lights, etc.) remain the property of GPC.

This letter explains the terms and conditions which will apply to this Illumination Service. The Service Cost is shown on the table below. In addition to the Service you will need to pay for electricity for the service and this charge is shown as "Regulated Cost". A total estimated charge (pre-tax) is provided for your convenience.

The attached Terms and Conditions are also part of this agreement. Should you have any questions or if you elect NOT to receive this service, please contact us at 1-888-660-5890 immediately; otherwise the cost will be included on your monthly bill.

Components	Quantity
150 W HPS Post Top Fixture/Luminaire	46
Service Cost	$344.08

Tariff	Regulated Cost ($)*	Monthly Cost ($)*
EOL	$302.68	$646.76

* The actual Regulated Cost will be calculated using the tarrifs approved by Georgia Public Service Commission at the time of billing. This estimate is based on Summer rates in effect at the time of this proposal.

We appreciate your business and look forward to continuing to serve your outdoor lighting needs!

Sincerely,

Pamela Camp

Georgia Power Company

TERMS and CONDITIONS *(Lighting – Governmental Service)*

1. **Agreement Scope.** This Lighting Services Agreement (**"Agreement"**) establishes the terms and conditions under which Georgia Power Company (**"GPC"**) will provide lighting and related service (collectively, the **"Service"**) to the customer identified on Page 1 (**"Customer"**) at the Service Address shown on Page 1 (the **"Premises"**). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, **"GPC Assets"**) for any reason related to the Service or to use of GPC Assets.

2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the **"Term."**

3. **Intent and Title.** This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors**.

4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.

5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, **"GPC Activity"**). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.

6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.

   A. **Customer Work.** If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.

   B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (**"Dig Law"**), **Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law**. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.

   C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (**"Unforeseen Condition"**). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.

7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (**"UPC"**) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 -- 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.

8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.

9. **Interruption of Service.** Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html.

10. **Disclaimer; Damages. GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity.** Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable**. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed $100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.

11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.

12. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.

13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.

14. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) **"include(ing)"** means "include, but are not limited to" or "including, without limitation"; (ii) **"or"** means "either or both" ("A or B" means "A or B or both A and B"); (iii) **"e.g."** means "for example, including, without limitation"; and (iv) **"written"** or **"in writing"** includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

July 22,2022

Hi Kara,

I hope all is well. This email is in reference to our conversation on Monday regarding the streetlights in Hamilton Pointe subdivision being turned over to the city of McDonough.

Hamilton Pointe HOA is requesting the city to take over the payment for the streetlights. The subdivision all 100% built out. I've attached a copy of the GA Power bill for your records.

Can you confirm with me that we'll be added to the agenda for voting on 8/4/2022?

Thank you,
Abeba Bedford
Hamilton Pointe HOA

AGENDA ITEM SUMMARY
September 1, 2022 City Council Workshop
Item Number: 11

Presented by: Ken Noble Department: Police Dept.

ITEM SUMMARY:

Request for approval of purchase and implementation of RedDot optics for new Police issued Glock 45 duty pistols. These pistols will replace the existing duty weapons currently in use. This new modern pistol with updated sights will increase the officer's accuracy, efficiency, and overall safety thus allowing the officers to see more target area. The new pistols and accessories will be purchased from AmChar Wholesale Inc.

SPECIAL CONSIDERATIONS OR CONCERNS:

The use of this new pistol allows the officer to have a broader range of sight thus making a potential threat more visible.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

(60) Pistols at $429.00 each = $25,740.00
(60) Attachments for optic at $40.00 each= $2,400.00
(60) DeltaPoint Dots at $349.99 each= $20,999.40
(60) Holsters for new pistols at $113.30 each= $6,798.00
(60) Return of pistols currently used, credited at (-$350.00) each = -($21,000.00)

Ttotal of $34,937.40, to be paid from the Asset Forfeiture GL account

FUNDING SOURCE:

Line Item: 210-5.3240.54.2599

ATTACHMENTS:

(4) informational summaries
(1) Quote

OTHER DEPARMENTAL REVIEW NEEDED:

__ Yes X No

Summary

This document lays out the understanding and advantages for adoption of miniaturized red dot optics for law enforcement duty handguns. Establishing that human psychophysiology is not best served with traditional iron sight method of aiming, the red dot is a superior method of aiming due to the correct nature of use in which the officer can remain threat focused instead of having to complete multiple focal point changes before force can be used.

Furthermore, the adoption of red dot optics can go far to preventing mistake of fact shootings under the same advantage; the officer maintains a constant focus on the threat, proving focused information on the threat up to and throughout a use of force. In this method, an officer will better be able to detect any change in the threats actions or inactions that may be missed with traditional iron sight use, therefore giving a distinct advantage in this area as well.

Specific studies on red dot use in live fire and force on force, showing clear advantages in accuracy and consistency are presented, with in-depth analysis of conditions that allow the red dot optic to succeed so well over traditional sighting systems.

Law enforcement liability, and how the red dot optic can greatly aid a department in reducing potential liability in officer involved shootings is explored, pointing to how red dots can better address existing Supreme Court decisions that drive training policies.

Also advantageous under reduced lighting conditions, the red dot is shown to excel over traditional iron sight methods, aiding an officer to provide more accuracy despite conditions that usually reduce officer accuracy.

Misunderstandings with red dot reliability are addressed and expelled or mitigated with information on training for the potential failures that do exist.

This white paper is not exhaustive; however, it addresses every foreseen aspect of red dot adoption or permission for law enforcement duty handguns known at this time. It is clearly shown that the advantages of red dot optics greatly outweigh the negatives and though a relatively innovative technology when compared to traditional iron sights, the red dot can and will greatly reduce the low averages of law enforcement accuracy in uses of force.

One Focal Plane

The simplest advantage of the RDS is that it only requires one focal plane shooting; threat/target focus. This means that the use of a red dot allows the shooter to maintain a constant focus on the threat.

For the law enforcement officer, the use of an MRDS on their duty handgun would allow them to maintain a constant focal history on the threat for the entire period of an engagement. Not only does this allow an officer to remove the need to refocus for sight alignment or sight picture, it allows the officer to have a clear picture of the threat up and including the moment where force is used.

When we consider the ever-present possibility of honest mistake-of-fact shootings, the unknown period of time an officer focuses back from the threat to hard focus on their front sight may be all the time it takes for a threat to surrender or otherwise cease to be a threat. This small (or longer) moment of time when the focus is taken from the threat to the front sight has never been available to officers when using proper, foundational instructed sight picture. The MRDS gives officer an ability they did not possess previously. This fact alone makes the MRDS advantageous over any traditional iron sight system in use today. The importance of this cannot be overstated.

With one focal plane shooting for officer handguns, the most common firearm for LE use, the potential reduction in liability is one of its greatest advantages. The RDS and the MRDS is how we reclaim over 400,000 years of human behavior when confronted with a real-world threat.

What is MOS

GLOCK Modular Optic System makes it easier to mount optic sights on your GLOCK pistols. Optic sights are popular in competitive shooting and are becoming increasingly more popular for home defense and target shooting.

Versatility

The MOS system allows you to add additional tall iron sights, so you have a backup in case the optics fail.

Speed

Faster target transition

Clarify

Quicker sight acquisition of your target

Accuracy

Improved accuracy at both long and short range

Advantages

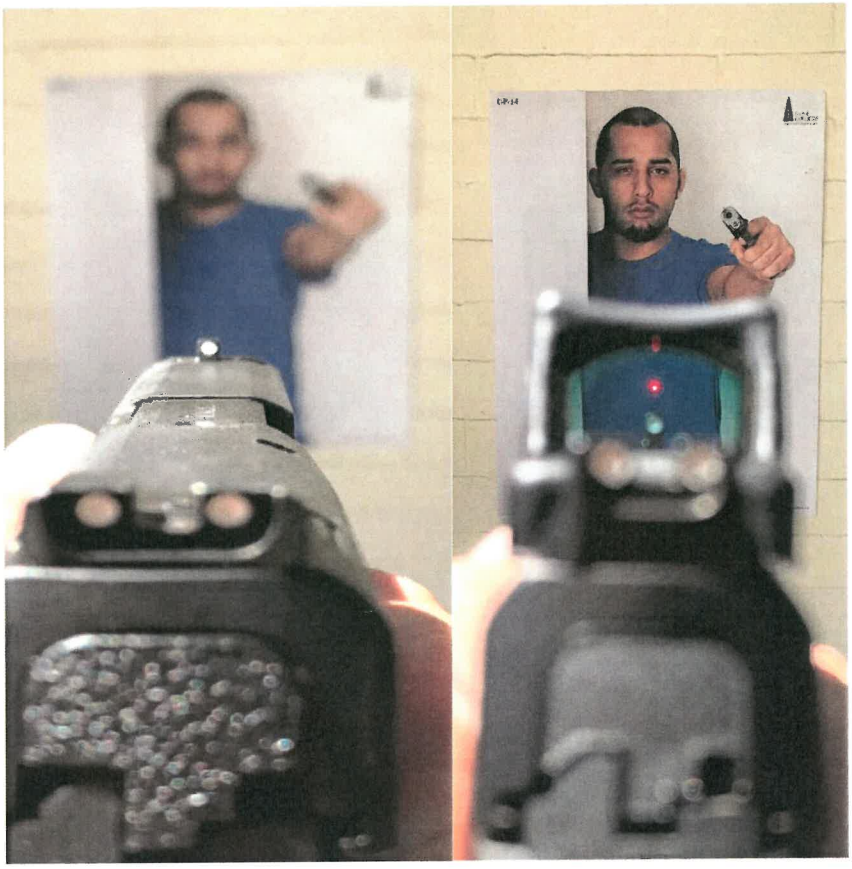
What's the Difference Between Reflex Optics (MOS) and Standard Iron Sights?

With Reflex Optics (MOS), you look through the reticle and focus on your target with the dot aligned to the target.

With standard iron sights, you align the front and rear sights with a hard focus on the front sight.

BETTER FOR "OLD EYES"

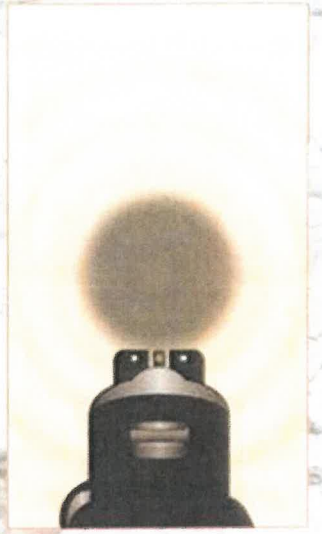
Many older shooters who have trouble getting an effective sight picture with iron sights can find renewed handgun prowess by adding an MRDS. Even if the actual "dot" or reticle isn't super crisp for these shooters, they can still easily align the dot on the target and make effective hits.



Focus on your front sight. Your target should be blurry.

INCORRECT

shooter focused on target



INCORRECT

shooter focused on rear sight

CORRECT

shooter focused on front sight

Quotation

AMCHAR WHOLESALE INC.
WWW.AMCHAR.COM 800-333-0695

775 GA-42 N.
McDonough, GA 30253
Phone: 800-333-0695 Ext. 116
Cell: 678-274-8433
Email: kenny.wesley@amchar.com

DATE 7/19/2022
Quotation # 202201CKW003

Number of days Quote is Valid: 30
Quotation valid until: 8/18/2022

Quotation For: MCDONOUGH POLICE DEPARTMENT
MCDONOUGH, GA
Contact Name: LT HOGELAND
Email: mhogeland@mcdonoughga.org
Phone: (678)782-6336
Fax:

Prepared by:[Kenny Wesley] Email: [kenny.wesley@amchar.com]

SALESPERSON	CUSTOMER ID	SHIP VIA	F.O.B. POINT	TERMS
CKW			Your Dept	N30

QUANTITY	DESCRIPTION	UNIT PRICE	DISCOUNT	AMOUNT
60	GLOGLAWPA455S202MOS: GLOCK 45 G45 GEN 5 MOS HGA 9MM 4.0 IN BBL FS BLACK 3 17RD MAGS 5.5LB TRIGGER FRONT SERRATIONS	$429.00		$25,740.00
60	AMGGL528: AMERIGLO SIGHT SET ALL GLOCK EXCEPT 42/43/48 8XL HEIGHT OR BLACK FRONT/REAR	$40.00		$2,400.00
60	LEU119688: LEUPOLD DELTAPOINT PRO MATTE 2.5 MOA DOT	$349.99		$20,999.40
60	BLA44D00BKR: BLACKHAWK L3D RED DOT T SERIES DUTY HOLSTER GLOCK 17 22 W/ STREAMLIGHT TLR1 TLR2 RIGHT HAND	$113.30		$6,798.00
60	GLOCK 45 TRADES - Upon receipt of the used Glock 45 handguns the agency will be issued a credit of $350.00 per gun traded. The total credit amount will be determined by the final number of trades ALL guns should include 3 magazines		-$350.00	-$21,000.00

If you choose to purhase the above listed items, we will require a department purchase order as well as any federal excise tax exempt forms required. Some orders will require ORIGINAL INK signed paperwork per the request of the manufacturer. Orders will not be placed until the proper paperwork has arrived.
All paperwork should be faxed ATTENTION TO BILL @ Amchar Wholesale Inc.

SUBTOTAL	$34,937.40
SHIPPING	
TOTAL DISCOUNT	
TOTAL	$34,937.40

All Quotes subject to factory price stability and may change without notice. Prices quoted are contingent to signed acceptance of this quotation

To accept this quotation, sign here and return By Fax:

THANK YOU FOR YOUR BUSINESS!

AGENDA ITEM SUMMARY
September 1, 2022 City Council Workshop
Item Number: 12

Presented by: Ken Noble Department: Police Dept.

ITEM SUMMARY:

Request approval for the purchase of (4) additional Flock camera systems; and authorize the Mayor to e-sign and (1) agreement. The Flock System is an innovative tool that will assist Law Enforcement in solving crimes. It can be used to enter a known license plate number in and track routes that specific vehicle is traveling or establish a search radius. It can also be used by entering generic information such as vehicle type or color to assist in identification purposes when only having a known vehicle type or color. The City currently utilizes four cameras in our district.

SPECIAL CONSIDERATIONS OR CONCERNS:

Since the previous (4) cameras have been in use, this system has helped many investigations. Adding (4) additional cameras substantially increase the solvability of certain crimes committed in the City as well as in other jurisdictions.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The following will be purchased from the general fund:

(4) Cameras license at $2,500 each, plus a one-time installation fee at $250 each = $11,000.

(1) Annual license fee at a cost of $10,000 for the for cameras

FUNDING SOURCE:

Line Item: 100-5.3230.53.1600

ATTACHMENTS:

(1) informational pamphlet/Quote

OTHER DEPARMENTAL REVIEW NEEDED:

X Yes __ No

OTHER DEPARMENTAL REVIEW

__ Finance	___Fire	___Stormwater
__ Highway and Streets	___Main Street	___Water Distribution
___ Human Resources	___Police	___Water/Sewer Operations
___ Community Development	**X** Technology Services	___ Other

Department Name:

Comments:

FLOCK GROUP INC.
ADDITIONAL SERVICES AGREEMENT

This Agreement combined with the existing agreement referenced in **Exhibit A** describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Customer**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**").

Agency: GA - McDonough PD

Legal Entity Name:

Address:
50 Lawrenceville St.
Mcdonough, Georgia 30253

Expected Payment Method:

Contact Name: Kyle Helgerson

Phone: (770) 957-1237
E-Mail: khelgerson@mcdonoughga.org

Billing Contact:
(if different than above)

Initial Term: 24 months
Renewal Term: 24 months

Billing Term: Annual payment due Net 30 per terms and conditions

Sales tax will be added to all fees as applicable. **If your organization is tax exempt, please check this box: and email your Sales Tax Exemption Certificate to billing@flocksafety.com.**

Name	Price/Usage Fee	QTY	Subtotal
Flock Falcon Camera	$2,500.00	4.00	$10,000.00
Professional Services - Falcon, Standard Implementation	$250.00	4.00	$1,000.00

(Includes one-time fees)

Year 1 Total: $11,000.00

Recurring Total: $10,000.00

By executing this Order Form, Agency represents and warrants that it has read and agrees to all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		**Agency: GA - McDonough PD**	
By:	_____	By:	_____
Name:	_____	Name:	Lindsey Bruce
Title:	_____	Title:	_____
Date:	_____	Date:	_____

EXHIBIT A

This agreement is governed by the terms as set out in this attached agreement that has been previously executed by both parties.

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Customer Implementation Guide: Law Enforcement

Contents

Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:

Review Locations

Confirm camera locations with your sales representative

Flock: Your Sales representative will present several viable options for camera locations

Customer: Review Deployment Plan & approve camera locations

Please Note: If Public Works is required to move forward, please obtain approval.

Finalize Locations

Prepare for finalized camera locations

Flock: Confirm Deployment Plan and signed agreement. Flock will move forward with next steps for locations that don't need permits (minimum 10 locations needed to move forward with partial installation)

Customer: Prepare the below items, as needed

- If permits are required, begin application process
- If cameras will be AC-powered, hire an electrician/street department

Step 1

Conduct On-site Survey & place flags:

Flock: Flock technician conducts site survey to (1) evaluate solar or power access, (2) check line of sight to the road, and (3) evaluate cellular service in the area. When the technician deems the locations suitable, s/he will place a white flag at each spot.

Please note: If the initially determined locations don't meet Flock standards, we will evaluate a new location, obtain customer approval, and redo a site survey. This may push timeline for installation.

Step 2

Call 811

Flock: Flock Safety will coordinate with Call 811 to mark each camera location for underground utilities within a 10-foot radius.

Please Note: Call 811 is a government service, so turnaround times may vary and is outside of Flock control

Step 3

Schedule installation:

Flock: Flock will (1) ship any site specific materials that the technician does not have locally (2) schedule the installation date

Step 4

Install & Validate Cameras

Flock: After installation, your Customer Success Manager will confirm that cameras are capturing footage well and functioning properly. They will then give you full access to the system along with helpful training resources.

Ongoing-as needed

Finalize any installation needs

Flock: While we typically complete installations within 4 weeks of finalizing locations, delays may occur due to external factors. In these instances, we will continue to work through this process until your cameras are fully installed and operational.

Implementation Team

Implementation Team	How they will support you
Project Manager 	Your **Project Manager** is your **primary contact during camera installation.** • Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.
Field Operations Team 	• The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product. • They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location. • ***Note***: For **all Installation questions or concerns**, please always direct them to your **Customer Success Manager** and not the technician.
Product Implementation Specialist 	Your **Product Implementation Specialist** is your **technical product expert.** They will help translate your goal for using Flock Safety cameras into a technical plan that can be executed and enable you to solve crime. **Your specialist will work your Sales Rep to:** • Review the cameras in your deployment • Ensure that the deployment plan is set up for success from a technological standpoint in addition to meeting your goals for the product • If any of your locations require permits, a member of the Product Implementation team will assist you in packaging your application(s).

Relationship Team	How they will support you
Customer Success Manager 	Your **Customer Success Manager** is your **strategic partner** for your lifetime as a Flock customer. While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system. Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to: • Set up Account Training • Understand benefits of features • Learning best practices for getting relevant data • Identifying opportunities to expand the security network in your area • Provide feedback on your partnership with Flock
Flock Safety Support 	The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To **get in touch with support**, simply email **support@flocksafety.com**. Support can help you: • Request camera maintenance • Troubleshoot online platform • Contract / Billing questions • Update account information • Camera Sharing questions • Quick "How to" questions in your Flock Account

Please Note: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

Outside Party	When they may be involved
Electrician/ Street Department	If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on the use of public Rights of Way or property
Department of Transportation (DOT), City, or County agencies	If installation in your area requires permitting

Implementation Service brief: Standard VS Advanced

Standard Implementation

Cost = $350 / camera (one time cost)

Included in scope:

Once Designated Locations are confirmed, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**
  - Installation of camera and solar panel on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
  - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
    - *Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements (link). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.*
  - Access requiring up to a 14' A-frame ladder
  - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Not included in scope:

Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Cannot NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required City, County, or State permits

Advanced Implementation

Cost = $750 / camera (one time cost)

Included in scope: Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**
  - Installation of camera and solar panel on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion) or **NCHRP 350 or MASH approved pole**, if necessary.
    - ***Pole Options - Northern and Coastal***
    - ***Pole Options - Non-Winterized, Non-Coastal***
    - ***Pole Options - Georgia***
    - ***Pole Options - Texas***
  - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
    - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements (**link**). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
  - Access requiring up to a 14' A-frame ladder
  - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Not included in scope:

By default, Flock does **not** include the following as part of the Advanced Implementation Service but can optionally provide a quote for sourcing (additional cost):

- A Bucket Truck for accessing horizontal/cross-beams
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)

Any fees or costs associated with filing for required City, County, or State permits

Things to Consider when Picking Locations

Falcon Cameras

- Use Cases
  - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
  - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
  - They capture vehicles driving away from an intersection.
  - They cannot point into the middle of an intersection.
  - They should be placed after the intersection to prevent stop and go motion activation or "stop and go" traffic.
- Mounting
  - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles. ***NOTE** Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.*
  - They should be mounted one per pole*. If using AC power, they can be mounted 2 per pole.
    - *Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets). ****NOTE**** Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

Solar Panels

- Solar panels need unobstructed southern-facing views.

Pole

- If a location requires a "DOT Pole" (i.e., not Flock standard pole), the implementation cost will be $750/camera.

Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the customer is responsible for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below.**

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Don't Let Access to Solar Limit Your Power Needs

The Flock Safety license plate reading camera system can leverage AC power to help your community solve crime no matter the location.

Easy to Use Install Power Kit

Work with Local Electricians

Efficient Quote & Installation Process

How to Get Started with a Powered Install

1. Create a Deployment Plan
Work with Flock to select the best location(s) for your cameras and power sources.

2. Acquire an Electrical Quote
Contact an electrician to receive a quote to run 120volt AC power to the camera.

3. Sign Flock Safety Agreement
Sign the Flock Safety purchase order to begin the installation of the cameras.

4. Conduct Site Survey
Flock will mark camera locations, locate underground utilities and mark if present.

5. Install Camera
Flock will install the camera and AC power kit at the specified camera location.

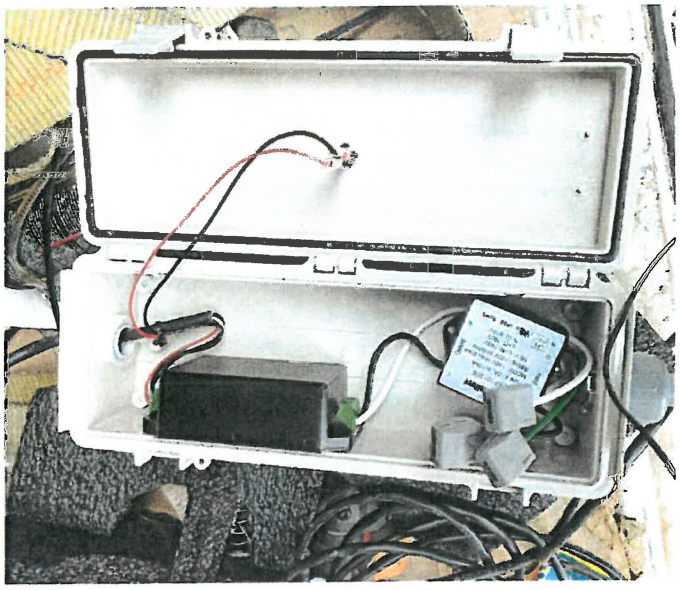
6. Connect Camera to Power
Notify the electrician that the camera is ready for the power connection installation.

www.flocksafety.com | 866-901-1781 flock safety

Visit **flocksafety.com/power-install** for the complete plan, FAQs & to get started!

Electrician Handout

Electrician Installation Steps

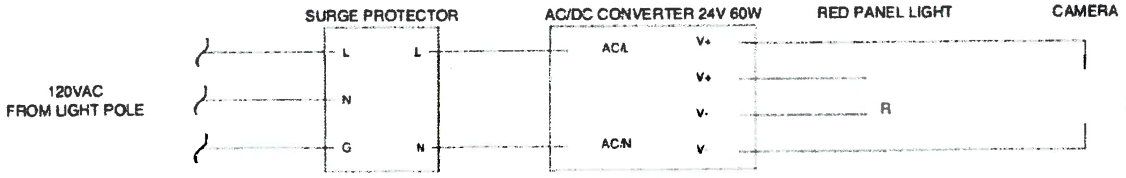


1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts 1/2" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
   - Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
   - Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
   - Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:

Southeast Region - (678) 562-8766

West-Region - (804) 607-9213

Central & NE Region - (470) 868-4027



FAQs about AC-Powered Flock Cameras

- **What voltage is supported?** The AC kit is designed to work with 120VAC infrastructure by default. A 240VAC version is available on request.
- **How much power does this consume?** Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.
- **Who is responsible for contracting the electrician?** The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.
- **Who is responsible for maintenance?** Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.
    - If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.
- **How much does it cost?** Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.
- **What information do I need to provide my electrician?** The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.
- **Can you plug it into my existing power outlet?** The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.
- **How long does this process typically take?** The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.
- **What kind of electrician should I look for?** Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.
- **What happens if the electrician damages the equipment?** The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

- **When should the electrician perform his work?** Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.
- **What if my electrician has questions about Flock's AC Kit?** You should share the **AC-Power Kit Details** packet with the electrician if they have questions.
- **What if the AC power is on a timer?** Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

What is covered by Flock	What is NOT covered by Flock	Special note
Flock Cameras & Online Platform	Traffic Control and any associated costs	
Mounting Poles	*DOT Approved Pole cost Electrician & ongoing electrical costs	
AC Power Kit (as needed)	Engineering Drawings	
Solar Panels (as needed)	Relocation Fees	*Excluding changes during initial installation*
Site Surveys and Call 811 Scheduling	Contractor licensing fees	
Installation Labor Costs	Permit application processing fees	
Customer Support / Training	Specialist mounting equipment	*Including, but not limited to, **MASH poles or adapters*
Cellular Data Coverage	Bucket trucks	
Maintenance Fees (review **Fees Sheet** for more details)	Loss, theft, damage to Flock equipment	
Data storage for 30 days	Camera downtime due to power outage	*Only applicable for AC-powered cameras*

*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be $750/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

**MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

Permitting: Pre-Install Questionnaire

1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline.** Law enforcement agencies and city governments can work with their local Public Works or Department of Transportation offices directly to help expedite the process. When Flock Safety customers manage the permitting processes, results tend to come more quickly.
- Can your agency own the permitting process with Flock Safety's assistance?

2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
  - What is the RoW buffer?
  - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
  - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
    - Note: A bucket truck is required if the height exceeds 15 feet tall.

3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered installation kit? (**Link**)
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
  - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
  - Double Panel: 21.25" x 28" x 2" (LxWxD)

4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?**
  - Note: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.
- **If full traffic control is required (cones, arrow boards, etc.):**
  - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices **(MUTCD).**
  - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
  - Are there state-specific special versions/variances that must be followed?

- **If a bucket truck is *not* required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
  - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

6. Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
  - Permitting
  - Public Works
  - Traffic Department

Professional Services Fee Schedule

- Camera relocation, existing pole non-AC powered = $350
- Camera relocation, Flock pole and/or AC powered = $750
- Camera replacement as a result of vandalism, theft, or damage = $500
- Pole replacement as a result of vandalism, theft, or damage = $500
- Trip charge = $350
  - Examples:
    - Angle adjustment (elective)
    - Install additional Flock signage

Billing

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee, and any fee for Hardware (as described on the Order Form, together with the "Initial Fees") as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees. The Agency shall pay on or before the 30th day following receipt of the invoice.

Upon completion of installation, Flock will issue an invoice for the remaining balance, and Agency shall pay on or before the 30th day following receipt of the final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the anniversary of the Effective Date.

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Term shall commence upon first installation and validation of a Unit. Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form (each, a "**Renewal Term**," and together with the Initial Term, the "**Service Term**") unless either party gives the other party notice of non-renewal at least thirty (30) days before the end of the then-current term.

Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

How do I search camera footage?

How do I add a user?

How do I add a vehicle to my own Hot List?

How do I enable browser notifications for Hot List alerts?

How do I get text alerts for Hot List?

How do I request camera access from other nearby agencies?

How do I use the National Lookup to search for a plate? *(National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)*

How do I reset my / another user's password?

Customer Support

You can reach our customer support team anytime by emailing **support@flocksafety.com**. They can help answer any "How-To" questions you may have.

AGENDA ITEM SUMMARY
City Council Workshop
September 1, 2022
Item Number: 13

Presented by: Charles Reese Department: Community Development Department

ITEM SUMMARY:

The request for Case **#220702** for **Albireo Real Estate Investments, LLC., for Wesley Lakes Plaza** is for a rezoning to **C-3 (Highway Commercial)**. The subject property recognized as Tax Parcel ID #091-010-22000 located at 375 Jonesboro Road.

SPECIAL CONSIDERATIONS OR CONCERNS:

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

- 08/09/2022 Municipal Planning Commission Workshop
- 09/13/2022 Municipal Planning Commission Public Review
- **09/01/2022 City Council Workshop**
- 09/19/2022 City Council Public Hearing & Vote

STAFF RECOMMENDATION:

PENDING FINAL STAFF REPORT and Planning Commission Public Review

FINANCIAL IMPACT: N/A

FUNDING SOURCE: N/A

ATTACHMENTS:

- P/Z Initial Staff Report

OTHER DEPARMENTAL REVIEW NEEDED:

Yes – PENDING REVIEW AND COMMENTS

OTHER DEPARMENTAL REVIEW

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

MEMORANDUM

August 5, 2022

TO: City and County Reviewing Agencies

CC: Municipal Planning Commission Members

FROM: Tina Tebo, Executive Assistant to Community Development Director

SUBJECT: Initial Review of Proposed Petition(s) Request – Case #220702

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

Applicant: Albireo Real Estate Investments, LLC., for Wesley Lakes Plaza

Request: To rezone property to C-3 (Highway Commercial)

Zoning History: C-2 (Central Commercial) w/conditions per ORD #06-12-04001(ZM)

Tax-Parcel ID#: 091-01022000

Address: 375 Jonesboro Rd

Tract Size: Approximately 4.55 +/- acres

Location: Land Lot(s) 126 of the 7th District

Infrastructure: Water & Sewer Service:
Electrical Service:
Telephone:
Cable:

Attachments:

Parker Poe

Jahnee Prince
Associated Professional
t: 678.690.5750
f: 404.869.6972
jahneeprince@parkerpoe.com

RECEIVED
JUL - 1 2022

Atlanta, GA
Charleston, SC
Charlotte, NC
Columbia, SC
Greenville, SC
Raleigh, NC
Spartanburg, SC
Washington, DC

June 30, 2022

VIA HAND DELIVERY

Mr. Charles Reese, Jr., Community Development Director
City of McDonough
136 Keys Ferry Street
McDonough, GA 30253

Re: Rezoning Application ("**Application**") by Albireo Real Estate Investments, LLC. ("**Applicant**") with respect to 375 Jonesboro Road, McDonough GA 30253, Tax Parcel Number 091-01022000 (the "**Property**")

LETTER OF INTENT

Dear Charles,

This law firm has the pleasure of representing the Applicant of the Property in connection with respect to this Application. On behalf of Albireo Real Estate Investments, LLC, we respectfully submit for consideration the Application seeking a rezoning of the Property from C-2 to C-3, to allow for the development of retail and restaurant space on the Property.

The Property -- Background and Existing Zoning and Use

The Property, PIN 091-01022000, is 4.55 acres in size and is located at 375 Jonesboro Road adjacent to the new park. A LIDL grocery store was approved on the property in 2019. LIDL is no longer seeking new store locations in the Atlanta market and has put the Property on the market. The existing zoning for the Property is C-2. Applicant has the Property under contract and desires to build a retail and restaurant anchored center, with at least one restaurant outdoor seating area oriented toward the park. Applicant seeks C-3 zoning to allow for the possibility of one or two restaurants to have a drive through window.

The City of McDonough Comprehensive Plan is a joint plan with Henry County and other cities in Henry County. It was adopted in September of 2018. The Comprehensive Plan Future Land Use Map designates this area as a Highway Activity Center Gateway which is described as follows.

> Highway Activity Center Gateway - These areas are the commercial gateways into the City of McDonough along major corridors. These are containing office/ commercial uses. Future growth should ensure access management, shared driveways and excellent public realm amenities, including wide sidewalks.

Proposed Rezoning

Applicant has the Property under contract and desires to build a retail and restaurant anchored center, with at least one restaurant outdoor seating area oriented toward the park. Buildings will have unique 360 degree architecture making the backs of the buildings as attractive as the front of the buildings. Applicant seeks C-3 zoning to allow for the possibility of one or two restaurants to have a drive through window.

Application Requirements[1]

The Application and supporting documents meet the requirements of the Zoning Ordinance of the City of McDonough, as amended from time to time (the "***Ordinance***") for a rezoning application and include:

1. Legal Description.
2. Boundary Survey matching legal description
3. Site plan
4. Applicant/Owner Campaign Disclosure Form
5. Letter of Intent
6. Owner's Letter of Authorization
7. Façade Review Application

---

[1] Applicant notifies City of McDonough of its constitutional concerns with respect to its Application. If the McDonough City Council (the ***"Council"***) denies the Application in whole or in part, then the Property does not have a reasonable economic use under the Ordinance. Moreover, the Application meets the test set out by the Georgia Supreme Court to be used in establishing the constitutional balance between private property rights and zoning and planning as an expression of the government's police power. See *Guhl vs. Holcomb Bridge Road*, 238 Ga. 322 (1977). If the Council denies the Application in whole or in part, such an action will deprive Applicant of the ability to use the Property in accordance with its highest and best use. Similarly, if the Council rezones the Property to some classification other than C-3 (or rezones the Property but with conditions prohibiting use of the Property for a retail center anchored by restaurants with and without drive through facilities) without Applicant's consent, or if the Council limits its approval by attaching new conditions to its rezoning approval without Applicant's consent, then such approval would deprive Applicant of any reasonable use and development of the Property. Any such action is unconstitutional and will result in a taking of property rights in violation of the just compensation clause of the Constitution of the State of Georgia (*see Ga. Const. 1983, Art. I, § 3, para. 1(a)*), and the just compensation clause of the Fifth Amendment to the United States Constitution (*see U.S. Const. Amend. 5*). To the extent that the Ordinance allows such an action by the Council, the Ordinance is unconstitutional. Any such denial or conditional approval would discriminate between Applicant and owners of similarly situated property in an arbitrary, capricious, unreasonable and unconstitutional manner in violation of Article I, Section I, Paragraph 2 of the Georgia Constitution and the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution. Also, a failure to grant the Application or a conditional approval of the Application (with conditions not expressly approved by Applicant) would constitute a gross abuse of discretion and would constitute an unconstitutional violation of Applicant's rights to substantive and procedural due process as guaranteed by the Georgia Constitution (*see Ga. Const. 1983, Art. I, § 1, para. 1*) and the Fifth and Fourteenth Amendments of the United States Constitution (*see U.S. Const. Amend. 5 and 14*). Nevertheless, Applicant remains optimistic that the Council's consideration of the Application will be conducted in a constitutional manner.

8. HCWSA Letter

Applicant respectfully requests that the Community Development Department recommend approval of the Application to the Planning Commission and the City Council. We are happy to answer any questions the City may have with regard to this Application.

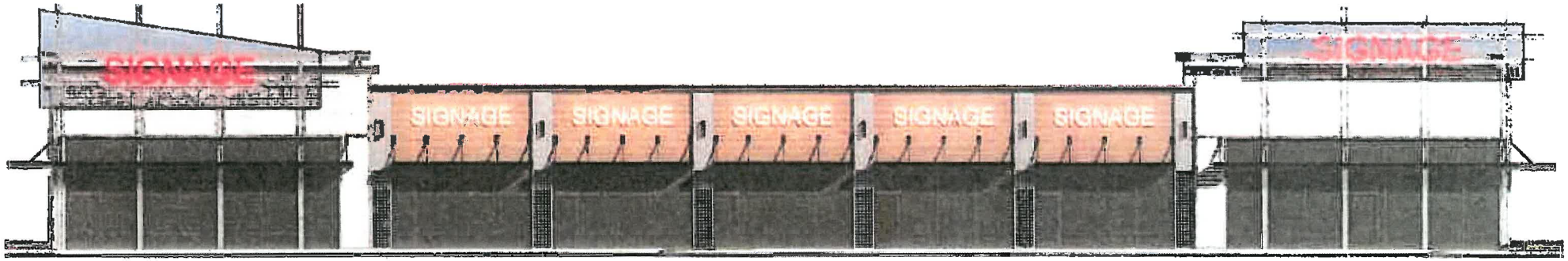
Sincerely,

J Prince

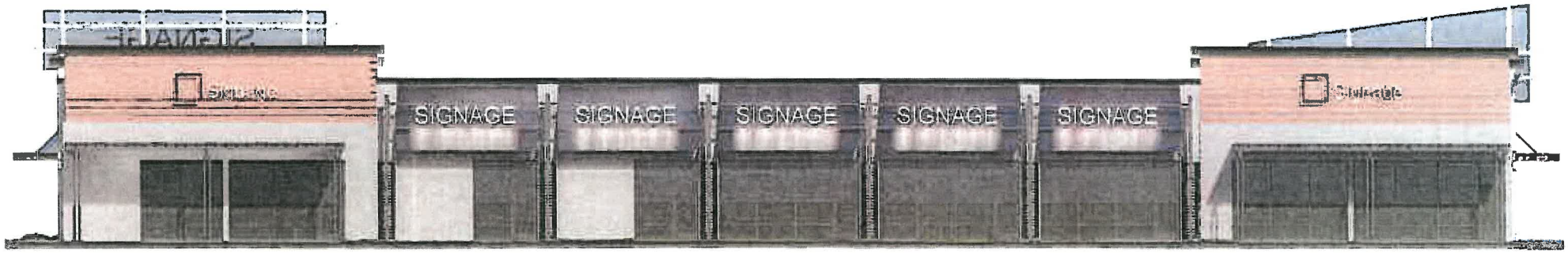
Jahnee Prince, AICP
Associated Professional

JP/jp/ews

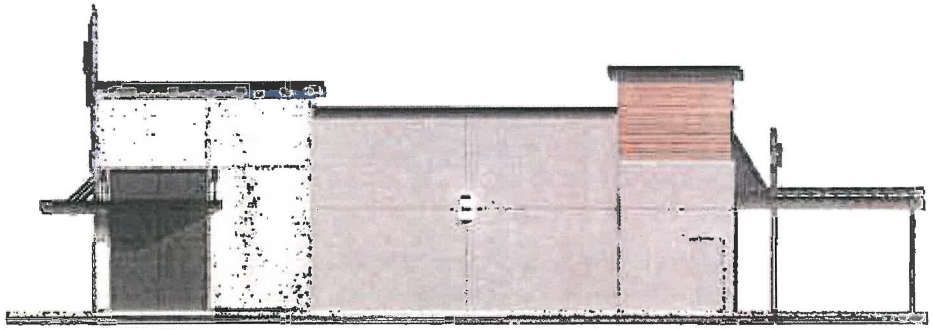
cc: Mr. Mark Yacovetta
Ellen W. Smith, Esq.



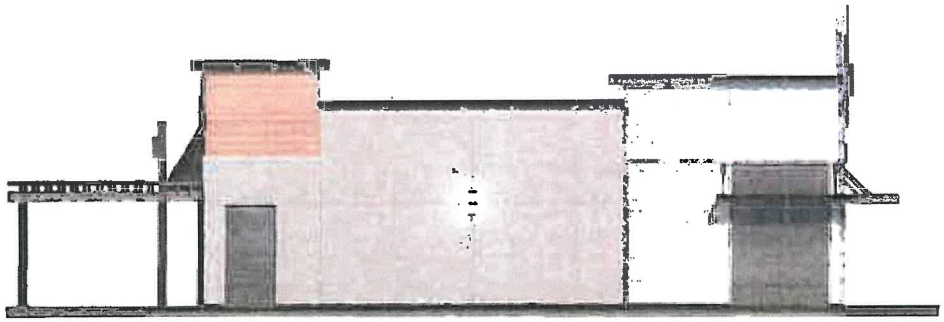
NORTH ELEVATION



SOUTH ELEVATION



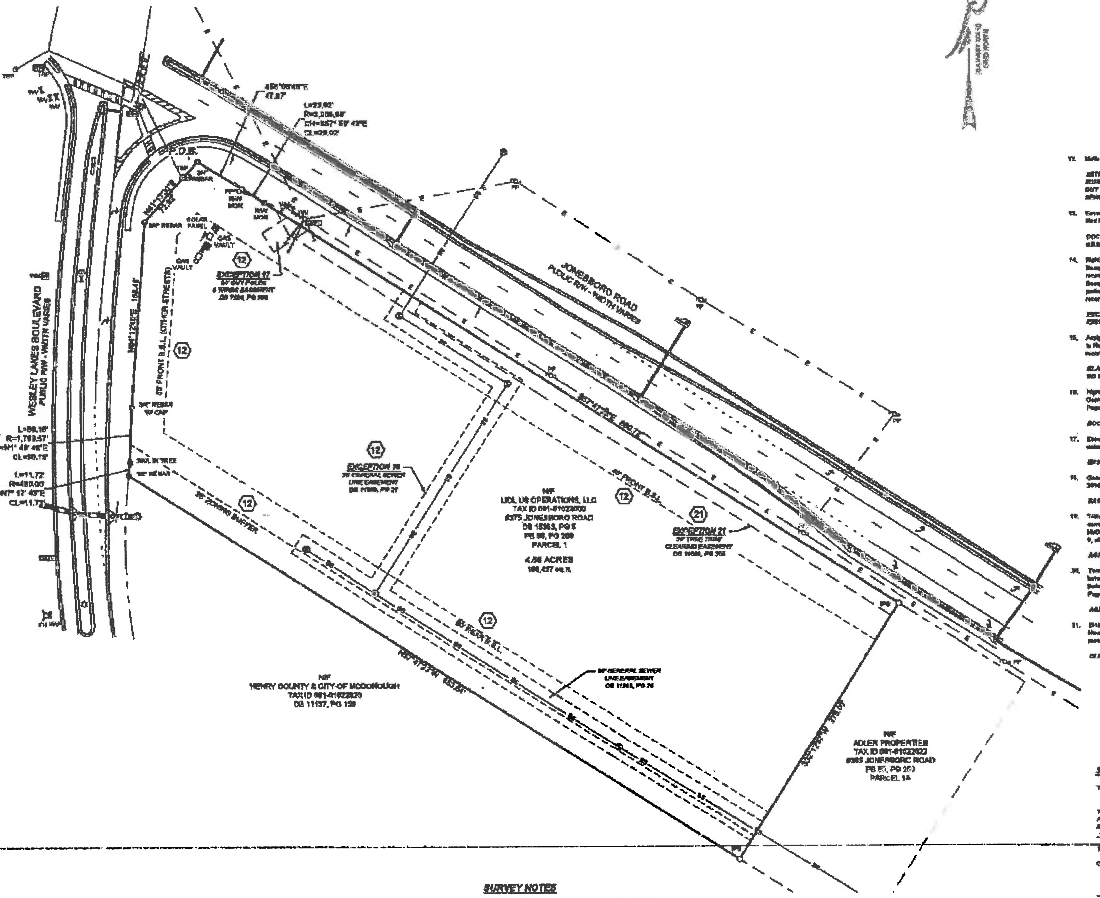
WEST ELEVATION

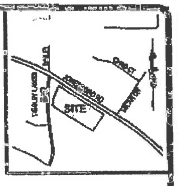


EAST ELEVATION

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

ALTA/NSPS LAND TITLE SURVEY
#375 JONESBORO ROAD
LAND LOT 126, 7TH DISTRICT
CITY OF McDONOUGH
HENRY COUNTY, GEORGIA





FALCON DESIGN CONSULTANTS

CIVIL ENGINEERING · LAND SURVEYING · CONSTRUCTION MANAGEMENT · LANDSCAPE ARCHITECT · LAND PLANNING

RECORD DESCRIPTION

PARCEL 1:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 126 OF THE 7TH LAND DISTRICT, CITY OF McDONOUGH, HENRY COUNTY, GEORGIA AS SHOWN AS PARCEL 1 ON THAT CERTAIN ALTA/NSPS SURVEY FOR LIDL US OPERATIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY; ADLER PROPERTIES, LLC; FIRST AMERICAN TITLE INSURANCE COMPANY; [illegible] AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH, DATED MAY 19, 2017, LAST REVISED JUNE 6, 2017, PREPARED BY LAND ENGINEERING, INC. AND BEARING THE SEAL OF MITCHELL J. PAULK, GEORGIA REGISTERED LAND SURVEYOR NUMBER 2776, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" REBAR WITH CAP SET, SAID CAP BEARING THE [illegible] AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF WESLEY LAKES BOULEVARD (HAVING A VARIABLE WIDTH RIGHT OF WAY) AND THE SOUTHWESTERLY RIGHT OF WAY OF JONESBORO ROAD (HAVING A VARIABLE WIDTH RIGHT OF WAY); THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY OF JONESBORO ROAD [illegible] TO A CONCRETE RIGHT OF WAY MONUMENT FOUND; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF [illegible] FEET AND AN ARC LENGTH OF [illegible] FEET, BEING SUBTENDED BY A CHORD [illegible] TO A CONCRETE RIGHT OF WAY MONUMENT FOUND; THENCE [illegible] TO A POINT; THENCE LEAVING SAID RIGHT OF WAY [illegible] TO A POINT; THENCE ALONG THE COMMON BOUNDARY WITH (NOW OR FORMERLY) HENRY COUNTY, GEORGIA & CITY OF McDONOUGH, GEORGIA [illegible] TO A 5/8" REBAR WITH CAP SET ON THE EASTERLY RIGHT OF WAY OF WESLEY LAKES BOULEVARD; THENCE ALONG SAID RIGHT OF WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET AND AN ARC LENGTH OF 11.72 FEET, BEING SUBTENDED BY A CHORD NORTH 07 DEGREES 17 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 11.72 FEET TO A 5/8" REBAR WITH CAP SET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF [illegible] FEET AND AN ARC LENGTH OF 58.16 FEET [illegible] TO A 5/8" REBAR WITH CAP SET; THENCE [illegible] TO A 5/8" REBAR WITH CAP SET; SAID REBAR ALSO BEING THE POINT OF BEGINNING.

SAID PROPERTY CONTAINS 199,427 SQUARE FEET OR 4.58 ACRES MORE OR LESS.

PARCEL 2:

EASEMENTS AND OTHER INTERESTS IN REAL PROPERTY CONTAINED IN EASEMENT AGREEMENT BY AND AMONG LIDL US OPERATIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ADLER PROPERTIES, LLC, A GEORGIA LIMITED LIABILITY COMPANY, AND HENRY COUNTY, GEORGIA AND CITY OF McDONOUGH, GEORGIA, DATED JULY 14, 2017, FILED FOR RECORD JULY 24, 2017, AND RECORDED IN BOOK 15363, PAGE 9, HENRY COUNTY, GEORGIA, RECORDS.

PARCEL 3:

EASEMENTS AND OTHER INTERESTS IN REAL PROPERTY CONTAINED IN DECLARATION OF RESTRICTIVE COVENANTS AND RECIPROCAL EASEMENT AGREEMENT BETWEEN ADLER PROPERTIES, LLC, A GEORGIA LIMITED LIABILITY COMPANY AND LIDL US OPERATIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, DATED JULY 14, 2017, FILED FOR RECORD JULY 24, 2017, AND RECORDED IN BOOK 15363, PAGE 11, AFORESAID RECORDS.

LEGEND

[illegible]

FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION 2 - EXCEPTIONS

Commitment No.: NCS-[illegible]-FITT
EFFECTIVE DATE: MARCH 13, 2022 at 7:30 A.M.

11. Matters shown on plat recorded in Plat Book 68, Page 209, Henry County, Georgia records. [illegible]

13. Easement for Rural Distribution Lines from [illegible] to Georgia Power Company, dated January 27, 1951, filed for record January 17, 1951, and recorded in Deed Book 25, Page 291, aforesaid records. [illegible]

14. Right of Way Easement [illegible] to The Central Georgia Electric Membership Corporation [illegible] aforesaid records. [illegible]

15. Assignment [illegible] to Henry County Water & Sewerage Authority [illegible] aforesaid records. [illegible]

16. Right of Way Easement [illegible] to The Central Georgia Electric Membership Corporation [illegible] aforesaid records.

DOCUMENT CONTAINS NO PLOTTABLE EASEMENT DESCRIPTIONS.

17. Easement for Anchors, Guy Poles and Wires [illegible] to Georgia Power Company [illegible] aforesaid records.

EASEMENT AFFECTS SUBJECT PROPERTY AS SHOWN.

18. General Sewer Line Easement [illegible] to Henry County Water & Sewerage Authority [illegible] aforesaid records.

EASEMENT AFFECTS SUBJECT PROPERTY AS SHOWN.

19. Terms and provisions of Easement Agreement by and among LIDL US Operations, LLC, [illegible] Adler Properties, LLC, a Georgia limited liability company and Henry County, Georgia and City of McDonough, Georgia, dated July 14, 2017, filed for record July 24, 2017, and recorded in Deed Book 15363, Page 9, aforesaid records.

AGREEMENT AFFECTS SUBJECT PROPERTY.

20. Terms and provisions of Declaration of Restrictive Covenants and Reciprocal Easement Agreement, by and between Adler Properties, LLC, a Georgia limited liability company and LIDL US Operations, LLC, a Delaware limited liability company, dated July 14, 2017, filed for record July 24, 2017, and recorded in Deed Book 15363, Page 11, aforesaid records.

AGREEMENT AFFECTS SUBJECT PROPERTY.

21. Distribution Tree Trim/Clearing Easement from LIDL US Operations, LLC to Georgia Power Company [illegible] aforesaid records.

CLEARING EASEMENT AFFECTS SUBJECT PROPERTY AS SHOWN.

SURVEY NOTES

1. THE FIELDWORK FOR THIS SURVEY WAS COMPLETED [illegible] WITH LINEAR AND ANGULAR MEASUREMENTS OBTAINED USING A [illegible] ROBOTIC TOTAL STATION [illegible]
2. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN [illegible] FEET, AND AN ANGULAR ERROR OF [illegible] PER ANGLE. IT WAS A CLOSED LOOP TRAVERSE ADJUSTED USING [illegible] METHOD.
3. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN [illegible] FEET USING THE BEARINGS AND DISTANCES SHOWN HEREON.
4. NO N.G.S. MONUMENT FOUND WITHIN 500 FEET OF ANY POINT ON THE SUBJECT PROPERTY.
5. ALL PROPERTY CORNERS REFERENCED AS [illegible] INDICATE A 5/8" REBAR PLACED WITH CAP STAMPED [illegible] UNLESS OTHERWISE NOTED.
6. FALCON DESIGN CONSULTANTS, L.L.C. AND/OR KEVIN N. BROWN DOES NOT GUARANTEE THAT ALL EASEMENTS AND SUBSURFACE CONDITIONS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.
7. THIS SURVEY IS REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT [illegible] FOR THE HORIZONTAL DATUM AND THE NORTH AMERICAN VERTICAL DATUM OF 1988 PER THE VIRTUAL REFERENCE SYSTEM CORRECTIONS PROVIDED BY [illegible].
8. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES.
9. UTILITIES SHOWN ARE BASED ON ABOVE GROUND EVIDENCE. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. NO CERTIFICATION OR GUARANTEE IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THE UTILITIES OR STRUCTURES SHOWN HEREON. PER GEORGIA LAW THE UNDERGROUND UTILITIES PROTECTION SERVICE MUST BE CALLED PRIOR TO THE COMMENCEMENT OF ANY AND ALL EARTH DISTURBING ACTIVITIES.

FLOOD NOTE

AS SHOWN ON FLOOD INSURANCE RATE MAPS OF [illegible] THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.

GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

TABLE A - OPTIONAL ITEMS

1. PROPERTY CORNER MONUMENTS FOUND OR SET, AS SHOWN.
2. ADDRESS OF THE SUBJECT PROPERTY PER TAX RECORDS.
3. FLOOD ZONE NOTED.
4. GROSS LAND AREA = 4.58 ACRES
7. NO BUILDINGS OBSERVED ON SUBJECT PROPERTY.
8. OBSERVED EVIDENCE OF ADJACENT STREETS, DRAINAGE AND SEWER SYSTEMS SHOWN.
11a. OBSERVED EVIDENCE OF UTILITIES SHOWN.
13. ADJOINING OWNER NAMES SHOWN PER TAX RECORDS.

SURVEYOR'S CERTIFICATION

TO: ALBERO REAL ESTATE INVESTMENTS, LLC, a Georgia limited liability company and FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7, 8, 11a, 13, OF TABLE A THEREOF.

THE FIELDWORK WAS COMPLETED ON [illegible]

DATE OF PLAT OR MAP: JULY 13, 2022.

KNBrown
7/13/2022
KEVIN N. BROWN
REGISTERED LAND SURVEYOR [illegible]
DATE

SURVEYOR'S CERTIFICATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON.

RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND.

FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

KNBrown
7/13/2022
KEVIN N. BROWN
REGISTERED LAND SURVEYOR [illegible]
DATE

ALTA/NSPS LAND TITLE SURVEY
#375 JONESBORO ROAD
LAND LOT 126, 7TH DISTRICT
CITY OF McDONOUGH
HENRY COUNTY, GEORGIA

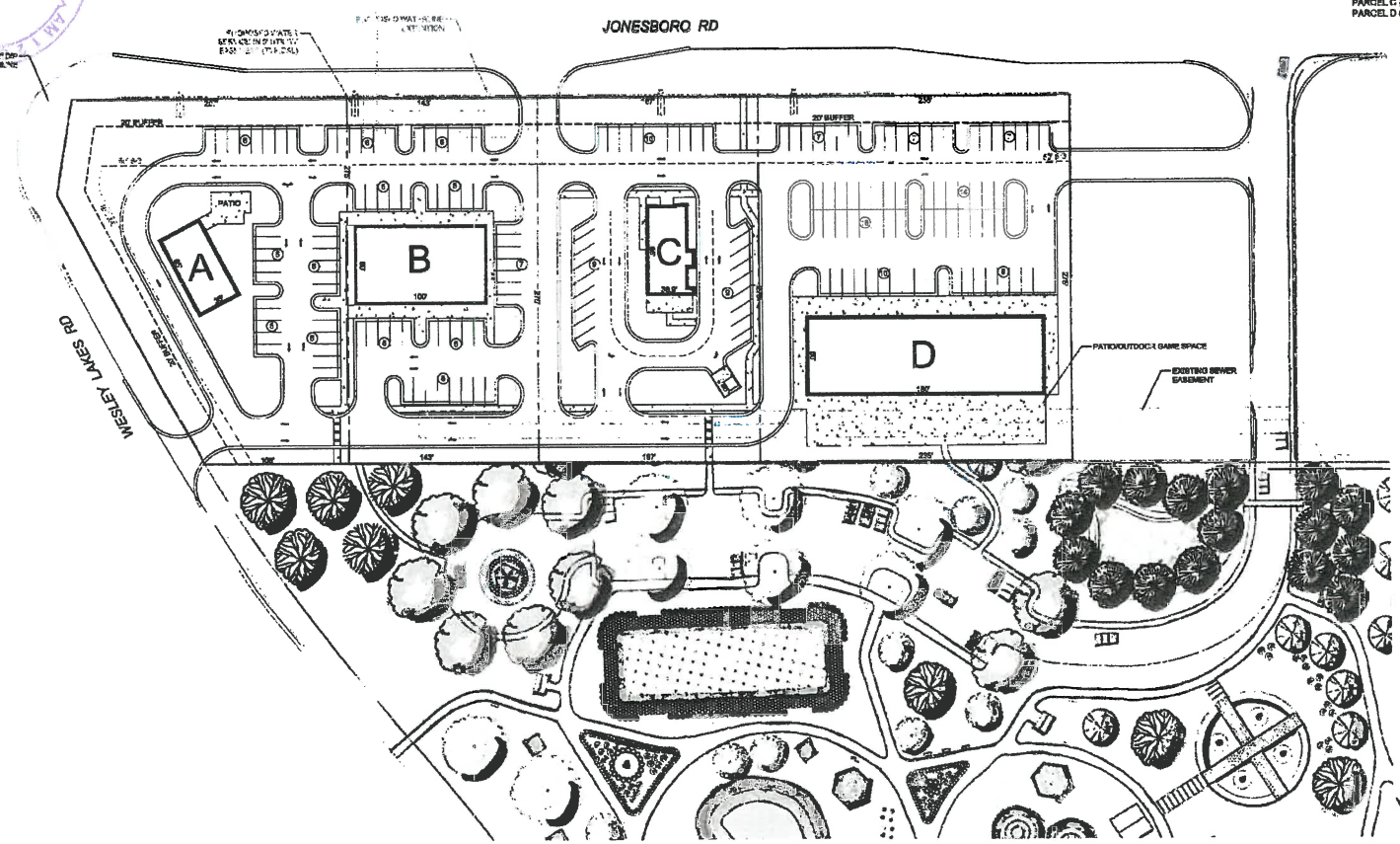
REVISIONS

DATE:	07-13-2022
SCALE:	1" = 50'
FILE NUMBER:	578.001
DRAWN BY:	J. ROBERTS
REVIEWED BY:	K. BROWN

KEVIN N. BROWN
7/13/22

COA# LSF 000993

SHEET NUMBER
1 of 1



LAND USE SUMARY
PROPOSED ZONING: C-3

TOTAL SITE AREA: 4.55ac

PARCEL A (RESTURANT): 1.11ac
PARCEL B (RETAIL): 0.9ac
PARCEL C (RESTURANT): 1.05ac
PARCEL D (RETAIL): 1.46ac

PRELIMINARY (NOT FOR CONSTRUCTION)

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

GENERAL NOTES:

1. LAYOUT IS CONCEPTUAL IN NATURE AND IS FOR PLANNING PURPOSES ONLY. FURTHER INFORMATION WILL BE REQUIRED TO DESIGN THE PROJECT.
2. EXHIBIT WAS PRODUCED UTILIZING PDFs OF SURVEY & PREVIOUS CONCEPTS PROVIDED BY OWNER.

CIVIL ENGINEERING
LAND SURVEYING
CONSTRUCTION MANAGEMENT
LANDSCAPE ARCHITECT
LAND PLANNING

FALCON DESIGN CONSULTANTS

CONCEPT PLAN
FOR
WESLEY LAKES PLAZA

LOCATED IN:
LAND LOTS 128, DISTRICT 2
HENRY COUNTY, GA

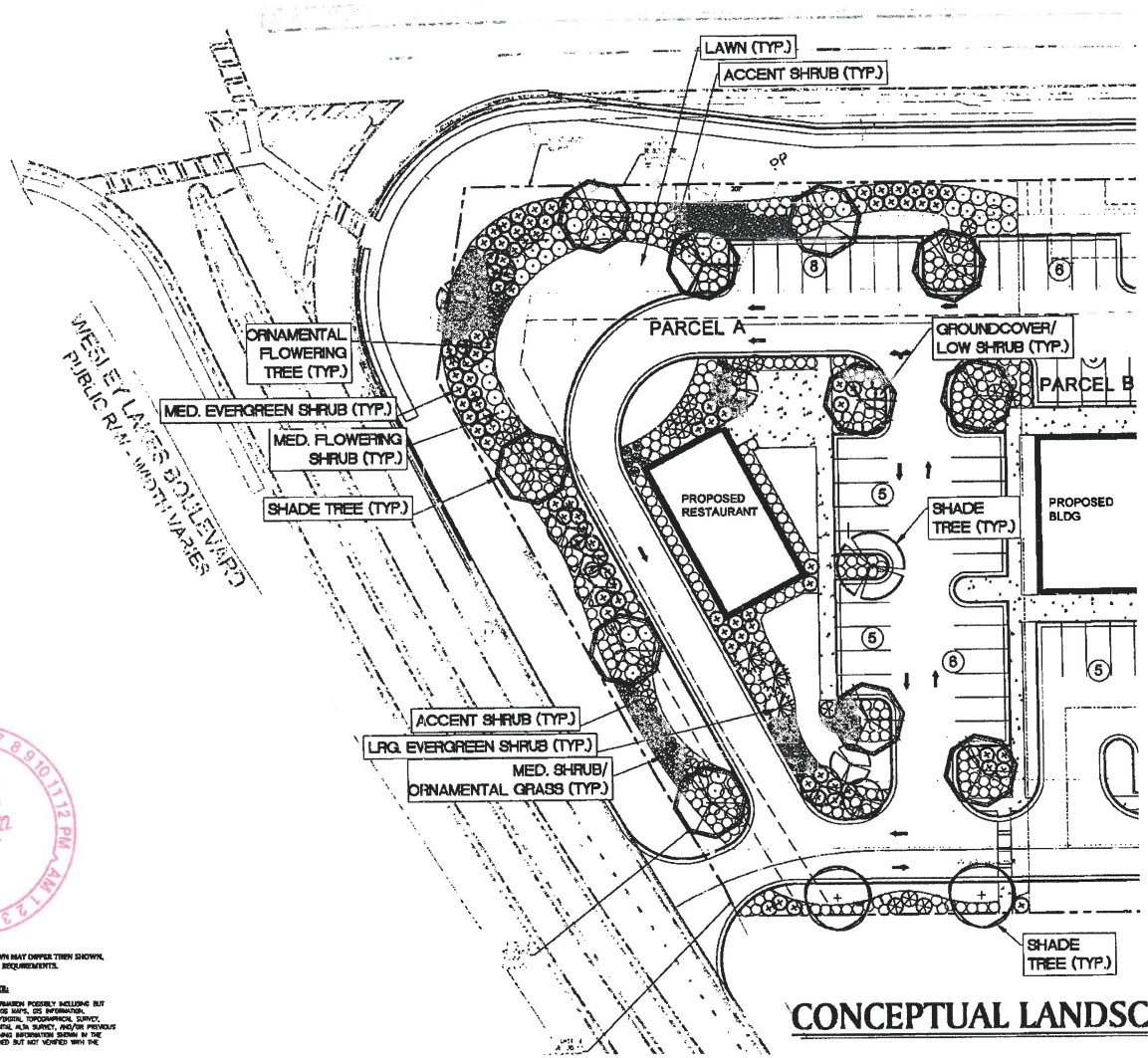
DATE	REVISIONS

Georgia 811
Call before you dig.

DATE:	4/11/22
SCALE:	1" = 40'
PROJ NUMBER:	978.001
DRAWN BY:	NP
REVIEWED BY:	JDL
REVISED BY:	

SHEET NUMBER
1.0

NOT FOR REVIEW - Concept only



CONCEPTUAL LANDSCAPE PLAN - LOT A

0 10 20 40 80
SCALE: 1 = 20

RECEIVED
AUG - 2 2022

NOTE:
FINAL PLANT LOCATIONS AND TYPES SHOWN MAY DIFFER THEN SHOWN, BASED ON FINAL DESIGN AND ORDINANCE REQUIREMENTS.

PRELIMINARY SITE PLAN DISCLAIMER:

SITE PLAN IS BASED ON CLIENT PROVIDED INFORMATION POSSIBLY INCLUDING BUT NOT LIMITED TO THE FOLLOWING: THE MAPS, REDS MAPS, GIS INFORMATION, SCANNED/DIGITAL BOUNDARY SURVEY, SCANNED/DIGITAL TOPOGRAPHICAL SURVEY, SCANNED/DIGITAL AS-BUILT PLAN, SCANNED/DIGITAL ALTA SURVEY, AND/OR PREVIOUS CONSTRUCTION PLANS BY PAE/OTHERS. ALL ZONING INFORMATION SHOWN IN THE TITLEBLOCK TO THE RIGHT HAS BEEN RESEARCHED BUT NOT VERIFIED WITH THE JURISDICTION.

SITE PLAN BOUNDARY AND EXISTING CONDITIONS ARE ONLY AS ACCURATE AS THE INFORMATION PROVIDED.

Land Planners
Engineers • Surveyors
Transportation
Landscape Architects
85-A Mill Street
Roswell, Georgia 30075
Voice 770.993.9097
Fax 770.993.9098
www.paulsonmitchell.com

PAULSON MITCHELL INCORPORATED

PROJECT:
RETAIL DEVELOPMENT
JONESBORO ROAD AND WESLEY LAKES BLVD
MCDONOUGH, GA

FOR:
ALBIREO REAL ESTATE INVESTMENTS, LLC
1129 HIBISCUS WAY SW
MABLETON, GA 30126

DRAWING RECORD
DRAWN BY:
2022264 08.02.2022

CONCEPTUAL LANDSCAPE PLAN

SHEET
CLA-1

AGENDA ITEM SUMMARY

City Council Workshop
September 1, 2022
Item Number: 14

Presented by: Charles Reese Department: Community Development Department

ITEM SUMMARY:

The request for Case **#220704** for **Bennett Transfer Site** is for a rezoning to **M-1 (Light Industrial)** The subject property recognized as Tax Parcel ID #075-01008001 located at 1780 Avalon Parkway.

SPECIAL CONSIDERATIONS OR CONCERNS:

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

- 08/09/2022 Municipal Planning Commission Workshop
- 09/13/2022 Municipal Planning Commission Public Review
- **09/01/2022 City Council Workshop**
- 09/19/2022 City Council Public Hearing & Vote

STAFF RECOMMENDATION:

PENDING FINAL STAFF REPORT and Planning Commission Public Review

FINANCIAL IMPACT: N/A

FUNDING SOURCE: N/A

ATTACHMENTS:

- P/Z Initial Staff Report

OTHER DEPARMENTAL REVIEW NEEDED:

Yes – PENDING REVIEW AND COMMENTS

OTHER DEPARMENTAL REVIEW

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

MEMORANDUM

August 5, 2022

TO: City and County Reviewing Agencies

CC: Municipal Planning Commission Members

FROM: Tina Tebo, Executive Assistant to Community Development Director

SUBJECT: Initial Review of Proposed Petition(s) Request – Case #220704

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

Applicant: Marcia Taylor for the Bennett Transfer Site

Request: A petition to rezone to M-1 (Light Industrial).

Zoning History: C-2 (Central Commercial) per ORD #01-08-20A(AA)

Tax-Parcel ID#: 075-01008001

Address: 1780 Avalon Pkwy

Tract Size: Approximately 11.82 +/- acres

Location: Land Lot(s) 190 & 191 of the 7th District

Infrastructure: Water & Sewer Service: Henry County Water Authority
Electrical Service: Central Georgia EMC
Telephone: Ring Central
Cable: Nitel

Attachments:

DWSMITH
DESIGN GROUP

23 Hampton Street Mcdonough, GA 30253
office: 678-583-5960 | fax: 678-583-5961
www.dwsdgi.com

TO: City of McDonough

FROM: D. Wayne Smith, PE on behalf of Bennett (Owner)

RE: Rezoning request, Parcel 075-01008001

Date: July 5, 2022

The request is to rezone the above-referenced parcel from C-2 to M-1. The property is currently unimproved. The intent is to create a "transfer station" that will be used to take large components being shipped in directly from manufacturing clients such as Southern States, (Hampton) and then "transferring" the items to Bennett trailers for shipping to the end user. This process requires sufficient area that is removed from the normal employee and truck traffic on the western portion of the existing site. A staging area will be cleared and graded and graveled to facilitate the transfer of the components for shipping. Based on company practice and security needs, all components will be received and shipped at the existing Industrial Parkway entrance. No access to Avalon Parkway is proposed for this use and rezoning request. Existing perimeter vegetation will be retained to aid in "buffering" the site.

Thank you for your consideration of this request. If additional information is needed, please contact Michael Tew at 770-328-4403 or our engineer, Wayne Smith, DWSmith Design Group at 678-449-9775.

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

SURVEY ORDERED BY:
MICHAEL TOY
678-308-8375

TRACT IN
27.73 acres

TRACT IN
11.86 acres

LEGENDS OF SYMBOLS

TO BE REZONED BY CITY McDONOUGH

PROP. NEW BOUNDARY LINE

ZONING C2:

Minimum Lot Width: No Minimum Requirement
Minimum Heated Floor Area: No Minimum Requirement
Minimum Distance to Bldgs. on same lot: No Minimum

Minimum Front Yard Setback from Street Right-of-Way
Major Streets: 40 feet

All Other Streets: 30 feet
Minimum Side Yard Setback: No Minimum Requirement

Minimum Rear Yard Setback: No Minimum Requirement
Maximum Height: 40 feet
Maximum Lot Coverage: 60%

NOTES

1. THE PROPERTY IS ON COUNTY WATER AND SEWER SYSTEM
2. THE PROPERTY IS ON A PAVED ROAD EAST/ SOUTH RIGHT OF WAY.
3. THE PROPERTY IS NOT PART OF A PLANNED SUBDIVISION
4. THE PROPERTY HAS SIGNS OF WATER ON THE PROPERTY.
5. THE PROPERTY IS PARTIALLY WITHIN THE 100 YEAR FLOOD PLAIN, SEE FLOOD NOTES.
6. THE PROPERTY IS NOT IN A WETLAND AREA, AS PER COUNTY GIS
7. THE PROPERTY IS NOT IN A DESIGNED PROTECTION AREA.

FLOOD NOTES

BASED ON THE INFORMATION SHOWN ON THE FLOOD INSURANCE RATE MAP, FLOOD INSURANCE PLAN, IT IS MY OPINION THAT THE PROPERTY SHOWN HEREON IS PARTIALLY WITHIN THE 100-YEAR FLOOD PLAIN FROM ZONE "A"

FIELD VERIFIED: DATE VERIFIED:

GENERAL NOTES

1. BOUNDARY LINE AS SHOWN HEREON IS UNDETERMINED.
2. LAST LINE OF FIELD SURVEY SUBDIVISION.
3. ALL UNDER CONTROL SHOWN ON PLAT WILL BE MONUMENTED.
4. MONUMENTS PROVIDED FOR, PROPERTY, BOTH AND MEASURED BY INDEPENDENT VALUES IN SHOWN HEREON. THE DIFFERENCE IS DUE TO THE LOCATION OF MORE DESIRABLE MONUMENTATION, AVAILABLE SITE PLANS, AND PROP PLACED BY UNDERGROUND SERVICES. THE DIFFERENCE LIES IN THE ACCURACY.
5. ALL MONUMENTS ARE SET UNLESS OTHERWISE NOTED.
6. THE SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL EASEMENTS, AGREEMENTS OF RIGHT-OF-WAY AND OTHER ISSUES.
7. 1/2" REBAR WILL BE SET AT ALL DATA CORNERS.

PURSUANT TO RULE 180-6-.03 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THE TERM "FIELD" OR "FIELD SURVEY" MEANS, IN GENERAL, THE TOTAL WORK INVOLVED WITH THE PREPARATION AND USE OF CONTROL, BOUND CORNERS ON MAPS.

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by required certificates, signatures, stamps, or endorsements. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Land Surveyor Registration No. 2800
Registered Georgia Professional

APPROVED
MAY 20 2022

WETLANDS

1. WETLANDS SHOWN ON THIS PLAT ARE UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS. FOR PERMITTING AND IMPACT TO WETLANDS, CONTACT THE CORPS OF ENGINEERS. DISTURBANCE TO THESE WETLANDS MAY NOT BE MADE WITHOUT PROPER AUTHORIZATION.

Wetland, as defined under Section 404 of the Clean Water Act, is shown on this PRELIMINARY FLOOD PLAN. The area of the wetland shown hereon was determined based on visual observation of the site and the presence of hydrophytic vegetation, hydric soils, and wetland hydrology. Jurisdictional determinations, if any, are to be made by a qualified wetland specialist and approved by the appropriate regulatory field office, Wilmington or Highland.

State Waters Buffers

There is established a 50 foot buffer along the banks of all state waters as measured horizontally from the point where vegetation has been overtaken by normal stream flow or wave action. In land disturbing activities shall be conducted within a buffer, and shall result in the natural, undisturbed, state of vegetation until all land-disturbing activities on the construction site are complete. Once the final stabilization of the site is achieved, a buffer may be trimmed or thinned of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed. Additionally, trees and other woody vegetation in a buffer at any time that are dead, diseased, or dying or are in danger of falling, may be removed provided that such removal is consistent with the intent of this ordinance. Land disturbing activities in the buffer shall be conducted so as to provide vegetative cover sufficient to protect water quality and habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed.

Section 3.111.1.1

REV.	DESCRIPTION	DATE

SOUTHSIDE SURVEYING & PLANNING
LSF000835
[illegible] Suite [illegible]
Decatur, GA 30030
Phone (404) 289-[illegible]
Fax (770) 593-[illegible]

FINAL SUBDIVISION PLAT
MARCIA GARRISON TAYLOR
REVOCABLE TRUST
Land Lot 189 & 191 7th Dist. CITY OF McDONOUGH HENRY County, GA

Drawn By: AMN SR.
Scale: 1"=100'
Dwg Nor 2-230048
Date: 05/05/2022

Scale: 1" =100'

AGENDA ITEM SUMMARY
City Council Workshop
September 1, 2022
Item Number: 15

Presented by: Charles Reese Department: Community Development Department

ITEM SUMMARY:

A Resolution to amend the Zoning District, Chapter 17.64: C-2 (Central Commercial) to accommodate the development of carwashes within the City limits.

SPECIAL CONSIDERATIONS OR CONCERNS:

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

- 08/09/2022 Municipal Planning Commission Workshop
- 09/13/2022 Municipal Planning Commission Public Review
- **09/01/2022 City Council Workshop**
- 09/19/2022 City Council Public Hearing & Vote

STAFF RECOMMENDATION:

Approval

FINANCIAL IMPACT: N/A

FUNDING SOURCE: N/A

ATTACHMENTS:

To Be Determined

OTHER DEPARMENTAL REVIEW NEEDED:

No

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

MEMORANDUM

August 5, 2022

TO: City and County Reviewing Agencies

CC: Municipal Planning Commission Members

FROM: Tina Tebo, Executive Assistant to Community Development Director

SUBJECT: Initial Review of Proposed Text Amendments

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

City of McDonough Planning & Zoning Staff request Adoption of Text Amendments to amend the C-2 (Central Commercial) & C-3 (Highway Commercial) zoning districts to accommodate the development of automobile carwash facilities.

STATE OF GEORGIA
CITY OF MCDONOUGH

ORDINANCE NO. 13-02-07 (A)

AN ORDINANCE AMENDING TITLE 17 OF THE CODE OF ORDINANCES, CITY OF MCDONOUGH, GEORGIA; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE 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 I.

Title 17 of the Code of Ordinances of the City of McDonough, Georgia is hereby amended by deleting the existing Chapter 17.60 in its entirety, and inserting the following new Chapter 17.60 "C-1 Neighborhood Commercial District," in its place, to read as follows:

CHAPTER 17.60–C-1 NEIGHBORHOOD COMMERCIAL DISTRICT

Sec. 17.60.010–Purpose and permitted uses.

A. The C-1 Neighborhood Commercial District is intended to provide suitable areas for the retailing of goods and services to surrounding residential neighborhoods. The regulations of the district are designed to reduce traffic and parking congestion to a minimum in order to protect surrounding residential areas.

B. Within any C-1 Neighborhood Commercial District, the following uses shall be permitted as a matter of right:

1. Ambulance service, provided there is no outside storage of vehicles, supplies, or equipment.

2. Animal hospitals or veterinary clinics, provided that all structures and activities shall be at least one hundred (100) feet from any property zoned or used for residential purposes.

3. Auction gallery.

4. Bakeries, where the products are sold exclusively at retail on the premises.

5. Banks and other financial institutions.

6. Billiard or pool halls.

7. Bus terminals and taxicab stands.

8. Business and profession offices; including medical, dental, legal, financial, architectural, engineering, real estate, insurance and manufacturing representatives, provided no goods are offered for sale at retail.

9. Day care center when property abuts an established or emerging Village Activity Center Node.

10. Dry cleaning and pressing facilities operated in conjunction with a retail service counter, provided that not more than two thousand (2,000) square feet are devoted to these processes.

11. Fitness centers.

12. Florist shop.

13. Government offices.

14. Personal service establishments such as barber and beauty shops, shoe repair shops, and laundromats.

15. Public works and public utility facilities such as distribution lines, transformer stations, transmission lines and towers, water tanks and towers, pumping stations, telephone exchanges, but not service or storage yards.

16. Restaurant, cafe, and delicatessen excluding drive-through service.

17. Retail stores or shops, including the making of products sold at retail on the premises, provided that such manufacturing is incidental to the retail business or service, occupies less than thirty (30) percent of the total floor area, and employs not more than five (5) operators. Specifically excluded are automobile,

boat and farm implement sales and food stores involving the dressing and killing of animals or fowl.

21. Tailor, dressmaking, and millinery shops.

22. Telephone and telegraph offices.

Sec. 17.60.020–Special uses.

Within any C-1 Neighborhood Commercial District, the following uses may be allowed upon obtaining a Special Use Permit from the Mayor and Council:

A. Rooming/boarding house.

B. Bed and breakfasts.

C. Inns with no more than 24 rooms.

SECTION 2.

Title 17 of the Code of Ordinances of the City of McDonough, Georgia is hereby amended by deleting the existing Chapter 17.64 in its entirety, and inserting the following new Chapter 17.64 "C-2 Central Commercial District," in its place, to read as follows:

CHAPTER 17.64–C-2 CENTRAL COMMERCIAL DISTRICT

Sec. 17.64.010–Purpose and permitted uses.

A. The C-2 Central Commercial District is intended to protect and promote suitable areas for business and commercial uses which benefit from proximity to each other, to encourage the eventual elimination of uses inappropriate to a central business area, and to encourage the intensive development of a central business center for the City.

B. Within any C-2 Central Commercial District, the following uses shall be permitted as a matter of right:

1. Any use allowed as a matter of right in a C–1 Neighborhood Commercial District.

2. Automobile repair garages limited to minor routine maintenance with no overnight storage of any vehicles.

3. Automobile sales, new and used.

4. Churches.

5. Commercial indoor and outdoor recreation and amusement facilities.

6. Funeral homes and mortuaries.

7. Hotels, provided that all guest rooms are accessible from secured interior hallways that are heated and air-conditioned.

8. Libraries, museums, art galleries, and similar facilities.

9. Newspaper offices and printing plants incidental to such offices.

10. Nursing and rest homes.

11. Radio and TV stations, studios and offices.

12. Retail businesses selling convenience goods and services to the traveling public and residents of adjacent neighborhoods, provided that any manufacturing of products sold on the premises is incidental to the retail business and occupies less than thirty (30) percent of the total floor area.

13. Schools.

14. Service stations.

15. Sign companies, with no outside construction or heavy manufacturing.

16. Theaters, indoor.

Sec. 17.64.020–Special uses.

Within any C-2 Central Commercial District, the following uses may be allowed upon obtaining a Special Use Permit from the Mayor and Council:

A. Any use allowed with a special use permit within a C–1 Neighborhood Commercial District.

B. Assembly halls.

C. Convention centers.

D. Halfway house.

SECTION 3.

Title 17 of the Code of Ordinances of the City of McDonough, Georgia is hereby amended by deleting the existing Chapter 17.68 in its entirety, and inserting the following new Chapter 17.68 "C-3 Highway Commercial District," in its place, to read as follows:

CHAPTER 17.68–C-3 HIGHWAY COMMERCIAL DISTRICT

Sec. 17.68.010–Purpose and permitted uses.

A. The C-3 Highway Commercial District is intended to promote suitable areas for those business and commercial uses which primarily serve the traveling public and benefit from direct access to major streets.

B. Within any C-3 Highway Commercial District, the following uses shall be permitted as a matter of right:

1. Any use allowed as a matter of right in a C–2 Central Commercial District or C–1 Neighborhood Commercial District.

2. Boat sales, new and used.

3. Fuel station (pumps only) with convenience or specialty retail.

4. Pawn shops.

5. Radio and TV transmission towers.

6. ~~Restaurants, bars, grills and similar eating institutions including~~ drive-ins provided that a pass lane of at least twelve (12) feet has been provided for the drive through.

7. Theaters, drive-in.

Sec. 17.68.020–Special uses.

Within any C–3 Highway Commercial District, the following uses may be allowed upon obtaining a special use permit from the Mayor and Council:

A. Any use allowed with a special use permit within a C–1 Neighborhood Commercial District or C–2 Central Commercial District.

SECTION 4.

Title 17 of the Code of Ordinances of the City of McDonough, Georgia is hereby amended by deleting the existing Chapter 17.70 in its entirety.

CHAPTER 17.70–C-4 HOTEL DISTRICT

~~**Sec. 17.70.010 Special uses.**~~

~~Within any C-4 Hotel Commercial District, the following uses may be allowed upon obtaining a special use permit from the Mayor and City Council:~~

~~A. Rooming/boarding house.~~

B. ~~Halfway house.~~

SECTION 5.

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 6.

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

SECTION 7.

This ordinance shall become effective immediately upon adoption.

So ordained this 7th day of February, 2013.

CITY OF MCDONOUGH, GEORGIA

BILLY COPELAND, MAYOR

ATTEST:

JANIS PRICE, CITY CLERK

APPROVED AS TO FORM:

LEIGH HANCHER, CITY ATTORNEY