

AGENDA ITEM SUMMARY
November 3, 2022 City Council Workshop
Item Number: 10



Presented by: Steve Morgan

Department: Facilities & Asset Management

ITEM SUMMARY:

Request approval to allow SiteWorks Grading to demolish house @ 120 Jonesboro Rd.

SPECIAL CONSIDERATIONS OR CONCERNS:

1. General Conditions-Demolition of house, foundation, out buildings and pool
2. Erosion Control –Permanent Grassing
3. Earth Work – Finish Grading

STAFF RECOMMENDATION:

Staff recommends approving the request.

FINANCIAL IMPACT:

Estimated Cost: \$ 19,700.00

FUNDING SOURCE:

Line Item: 360-5.6220.54.1311

ATTACHMENTS:

1. Estimate from SiteWorks Grading \$ 19,700.00
2. Johnson Demolition \$ 21,800.00

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☒ No



BID REPORT (C)

Date: 09/28/2022
Time: 14:03:27

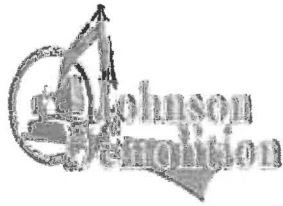
Project: *House demo Jonesboro Rd*
Location: *Jonesboro Rd*

Project No.: *<project>*
Bid Date: *09/01/2022*

<i>Pay Item</i>	<i>Description</i>	<i>Quantity Unit</i>	<i>Unit Price</i>	<i>Extension</i>
General Conditions				
02.41.00	Demolition of house, foundation, out buildings and pool	1.000 L.S.	15,250.00	15,250.00
General Conditions Total				15,250.00
Erosion Control				
31.25.77	Ds3 - Permanent Grassing	1.000 L.S.	2,250.00	2,250.00
Erosion Control Total				2,250.00
Earth Work				
31.22.19	Finish Grading	1.000 L.S.	2,200.00	2,200.00
Earth Work Total				2,200.00
Category #0 Total				19,700.00
TOTAL BID				19,700.00

We will demolish and remove the house and it's foundation, swimming pool, three out buildings and septic tank once it is pumped .

We will grade all areas for positive drainage using onsite dirt. Once all grading activities are completed we will plant permanent grass.



Johnson Sewer Pipeline & Demolition Inc
1320 Carver Road Griffin GA 30224
770-412-6528 ext 3

September 26, 2022

City of McDonough

Attn Mark Dobson

Reference 120 Jonesboro Road McDonough Ga

This is a price quote for the above property. Price consists of the following

- | | |
|--------------------------------|-------------|
| • Demolition of house | \$16,000.00 |
| • Demolition of (2) Sheds | \$ 2,000.00 |
| • Asbestos Survey for house | \$ 800.00 |
| • Pool removal and rough grade | \$ 3,000.00 |

Only additional fees will be if there is Asbestos present after survey. Please call me with any questions.

Thank you

Julie Jones

The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The next section describes the methodology used in the study, including the data sources and the statistical techniques employed. The results of the study are then presented, followed by a discussion of the findings and their implications. Finally, the paper concludes with a summary of the main points and suggestions for future research.

The research was conducted using a quantitative approach, with data collected from a large sample of participants. The results show a significant positive correlation between the variables studied, indicating that the hypothesis was supported. The findings have important implications for the field and suggest that further research is needed to explore the underlying mechanisms.

In conclusion, the study provides valuable insights into the relationship between the variables and highlights the need for continued research in this area. The results are consistent with previous findings and offer new perspectives on the topic.

AGENDA ITEM SUMMARY

City Council Workshop

November 3, 2022

Item Number: 11



Presented by: Ken Noble

Department: Police Department

ITEM SUMMARY:

Request approval for the purchase of an additional (5) user seats for the Police Department's CLEAR software. We currently have (5) user seats that the Criminal Investigation Department uses. The additional user seats will be for Uniform Patrol Officers use.

SPECIAL CONSIDERATIONS OR CONCERNS:

These additional user seats will help the Uniform Patrol Department on investigations while in the field in certain situations.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

(5) additional user seats will total \$1,608.00. The current annual total is \$2,700.00. This new annual payment if approved will be \$4,308.00 for all (10) users.

FUNDING SOURCE:

Line Item: 100-5.1535.52.1301

ATTACHMENTS:

(1) Quote and amended terms

OTHER DEPARTMENTAL REVIEW NEEDED:

X Yes

___ No

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency

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:

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency

Price Proposal

Thomson Reuters (d/b/a West Publishing Corporation) proposes to provide CLEAR to the McDonough Police Department. West's pricing proposal is as follows:

Option 1: Increase CLEAR Seats		
Proposed Content: CLEAR for Law Enforcement Investigator Plus		
User Limit: Up to 10 users CLEAR		
CLEAR Period of Performance	Monthly Charge	Annual Increase
3 Years	\$359.20	5%

Option 2: Increase CLEAR Seats and Add Real Time Incarceration and Arrest Records (RTIA)		
Proposed Content: CLEAR for Law Enforcement Investigator Plus with Real Time Incarceration and Arrest Records		
User Limit: Up to 10 users CLEAR and 1 seat RTIA		
CLEAR Period of Performance	Monthly Charge	Annual Increase
3 Years	\$434.20	5%

Option 3: Bonus Option (LPR)		
Proposed Content: License Plate Recognition (Add-on to above options)		
User Limit: Based on Sworn Count (Up to 25 shown below)		
CLEAR Period of Performance	Monthly Charge	Annual Increase
3 Years	\$714.40(with Option 1 Content)	5%

TERMS AND CONDITIONS

Please refer to the West Order Form and license agreement (General Terms and Conditions—Thomson Reuters Legal Products and Services) for applicable terms and conditions. These documents will be incorporated by reference into any contract or purchase order awarded to West Publishing Corporation as a result of this proposal. Access to and usage of CLEAR also requires completion of the then-current Account Validation and Certification (AVC) Form.

CONTRACTING WITH WEST

Any contract resulting from this proposal will be with West Publishing Corporation. CLEAR service will begin 5-7 days following receipt of a fully executed, clean, and process-able Order Form, and after any necessary credentialing has been completed.



Any contract resulting from this proposal will be with:

Legal Contracting Entity
West Publishing Corporation

Corporate Address
610 Opperman Drive, Eagan, MN 55123

Federal Tax ID #: 41-1426973

Doing Business As (DBA)
West, a Thomson Reuters business

Remittance Address
P.O. Box 6292, Carol Stream, IL 60197-6292

DUNS #: 14-850-8286
Cage Code: 89101





THOMSON REUTERS

Order Form

Order ID:Q-03868979

Contact your representative zach.mitchell@thomsonreuters.com with any questions.
Thank you.

Subscriber Information

Sold To Account Address

Account #: 1003131142
MCDONOUGH POLICE DEPT
CLEAR
50 LAWRENCEVILLE ST
MCDONOUGH GA 30253-2351 US

"Customer"

Shipping Address

Account #: 1003131142
MCDONOUGH POLICE DEPT
CLEAR
50 LAWRENCEVILLE ST
MCDONOUGH GA 30253-2351 US

Billing Address

Account #: 1003131142
MCDONOUGH POLICE DEPT
CLEAR
50 LAWRENCEVILLE ST
MCDONOUGH, GA 30253-2351 US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
41308780	CLEAR Proflex	\$359.20	12

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

CLEAR Fixed Rate Usage :If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage :If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product

data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

. For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Signature for Order ID: Q-03868979

ACKNOWLEDGEMENT Q-03868979

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 12/13/2022 CT.

 THOMSON REUTERS	Attachment	Order ID:Q-03868979
	Contact your representative zach.mitchell@thomsonreuters.com with any questions. Thank you.	

Order ID: Q-03868979

Payment, Shipping and Contact Information	
Payment Method: Payment Method: Bill to Account Account Number: 1003131142	Order Confirmation Contact (#28) Contact Name:Helgerson, Kyle Email:khelgerson@mcdonoughga.gov

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1003131142	MCDONOUGH POLICE DEPT	50 LAWRENCEVILLE ST MCDONOUGH GA 30253-2351 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
1	Each	41308780	CLEAR Proflex
10	Seats	42091861	CLEAR PRO Gov Law Enforcement Investigator Plus
1	Alerts	41343547	CLEAR Alerting Pro Addon

Account Contacts			
Contact Name		Email Address	Customer Type Description
Kyle	Helgerson	khelgerson@mcdonoughga.org	CLEAR PRIMARY CONT
Kyle	Helgerson	khelgerson@mcdonoughga.org	EML PSWD CONTACT

IP Address Information					
From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
111.1.1.1	111.1.1.1				

Sub Material	Quantity	Active Subscription to be Lapsed
41308780	1	CLEAR Proflex
42091861	5	CLEAR PRO Gov Law Enforcement Investigator Plus
41343547	1	CLEAR Alerting Pro Addon

Charges During Minimum Term										
Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3 4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges

Charges During Minimum Term
Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing



AGENDA ITEM SUMMARY
City Council Workshop
November 3, 2022
Item Number: 12

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 – **Postponed**
- **11/03/2022 City Council Public Hearing & Vote**

STAFF RECOMMENDATION:

MPC

Stanley Head made the Motion for Approval of the rezoning with Staff Recommendations
Second-Ricky Beauchamp

- **Vote:** [4 Yes / 1 Abstained] **Approved**

CDD –Approval with Staff Condition

FINANCIAL IMPACT: N/A

FUNDING SOURCE: N/A

ATTACHMENTS:

- ORD #22-11-03001(Z)
- P/Z Final Staff Report

OTHER DEPARMENTAL REVIEW NEEDED:

Yes – PENDING REVIEW AND COMMENTS

OTHER DEPARTMENTAL REVIEW

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

Department Name: McDonough Police

Comments: Chief Ken Noble

After reviewing the petitions, I did not have any areas of concerns or comments.

Department Name: McDonough Fire

Comments: Fire Chief-Dave Williams

No comments or concerns at this point from the Fire Department

Department Name: Building & Inspections

Comments: Mark Dobson-Building Official

Recommend approval

Department Name: City Engineer

Comments: Approval based on review for code compliance.

Department Name: Public Works

Comments: Brandon Williams

I do not have any concerns or comments at this time.

Department Name: Stormwater

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

Department Name: Water Distribution

Comments: William VonDenBosch-Supervisor

I have no questions.

Department Name: Water/Sewer Operations

Comments: Not a reviewing agency.

Department Name: HC Water & Sewer

Comments: Not a reviewing agency.

Department Name: GDOT

Comments: Donald Wilkerson

Lidl will gain access off the new access built by the city and the corner lot will gain access off Wesley Lakes.

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency

**STATE OF GEORGIA
CITY OF MCDONOUGH**

ORDINANCE NO. 22-09-19002(Z)

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

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

SECTION 1.

This ordinance applies to the following real property per the application filed by **Marcia Taylor for the Bennett Transfer Site:**

All that lot, tract or parcel of land, otherwise known 1780 Avalon Pkwy., lying and being in Land Lot(s) 190 & 191 of the 7th District of Henry County, Georgia, consisting of 11.82 +/- acres and being more particularly described on Exhibit "A," attached hereto and incorporated herein by reference.

SECTION 2.

The above property is hereby zoned M-1 (Light Industrial), and subject to the new conditions of development contained in Exhibit "B," attached hereto and incorporated herein by reference.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

This ordinance shall become effective immediately upon adoption.

So ordained this 19th day of September, 2022.

CITY OF MCDONOUGH, GEORGIA

SANDRA VINCENT, MAYOR

ATTEST:

APPROVED AS TO FORM:

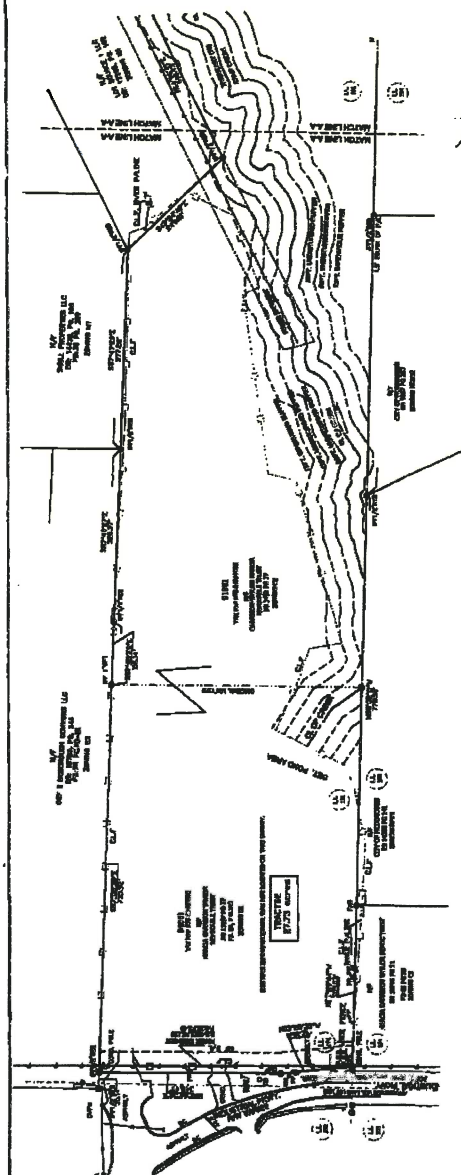
**CHRISTY TAYLOR, CITY
CLERK**

JIM, ELLIOTT, CITY ATTORNEY

Exhibit A
Legal Description (See Attached)

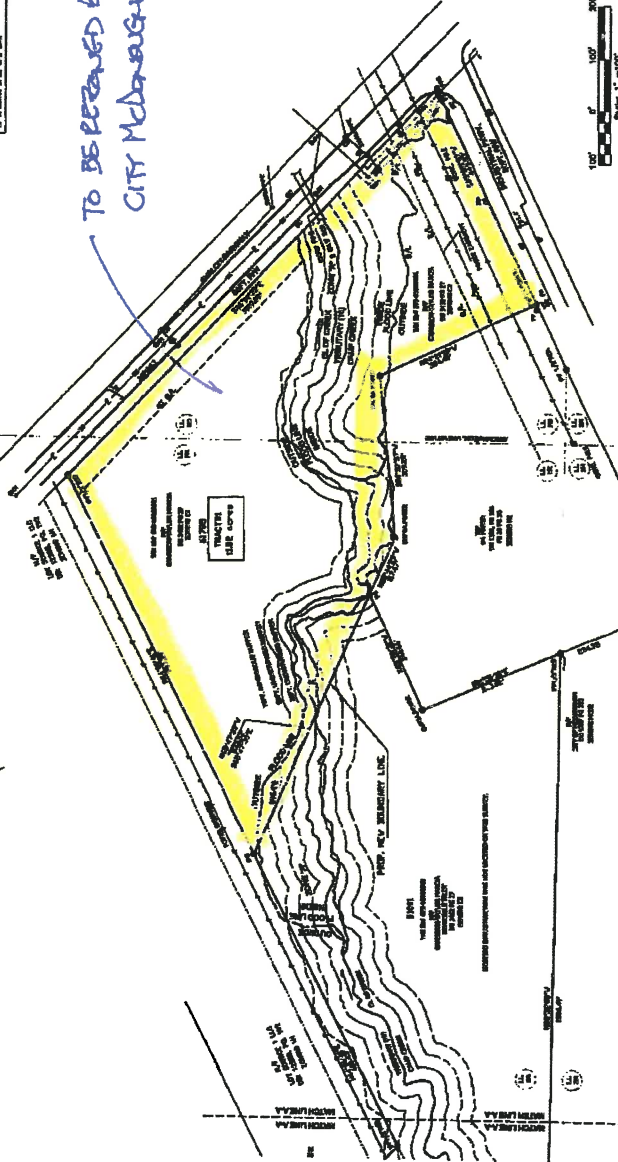
Written Description
Tract #1
1785 Avalon Pkwy.
Tax ID # 075-01008001

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 190 & 191 of the 7th District, City of McDonough, Henry County, Georgia, being Tract #1 as per plat prepared for Marcia Garrison Taylor Revocable Trust by Southside Surveying & Planning LLC, by Angel M. Marrero P.L.S. #2642, dated 5/5/2022, recorded in Plat Book 62, page 17, Henry County, Georgia records.



THE FIELD WITH, UNDER WHICH THE MAP OF
PLANT IS TAKEN FOR A QUARTER CENTURY OF
THEY FOOT IN 1919, AND AN ANNUAL
BRIDGE OF 60' FOR THE PLANT, AND THE
ADJUSTED UNDER THE PLANT.

TO BE RETURNED BY
CITY McDONOUGH

[illegible][illegible][illegible]

FLOOD NOTES

APPROVED
MAY 20 1988
[Signature]

ZONING C2:

[illegible]

13

1. THE PROPERTY IS IN COUNTRY WITH NO OTHER SYSTEM
2. THE PROPERTY IS IN A THIRD AREA ONLY/ COUNTRY WITH NO INT.
3. THE PROPERTY IS PART OF A PLANNED SUBDIVISION
4. THE PROPERTY HAS A TITLE FOR WHOLE OR PART OF THE PROPERTY.
5. THE PROPERTY IS CURRENTLY BEING USED FOR AGRICULTURE
6. THE PROPERTY IS PART OF A DEVELOPMENT, SEE PLANNED MAPS.
7. THE PROPERTY IS NOT IN A DEVELOPMENT, SEE PLANNED MAPS.

GENERAL NOTES

1. What is the purpose of the document?
2. What is the main idea or thesis?
3. What are the key points or arguments?
4. What evidence or examples are provided?
5. What are the conclusions or recommendations?
6. What are the strengths and weaknesses of the document?
7. What are the implications or future directions?

[illegible]

Exhibit B
Conditions of Development

REFER TO FINAL STAFF REPORT



City of McDonough, GA

Community Development Department

Rezoning Staff Report

For Recommendation Only

Case Petition: #220704

Applicant: Marcie Taylor for the Bennett Transfer Site

Address/Location: 1780 Avalon Parkway

Council District: #4 Kam Varner

Request: **Rezone property from C-2 (Central Commercial) to M-1 (Light Industrial)**

Land Lot District: 190 & 191 of the 7th District

Tract Size: Approximately 11.82 +/- (Parcel # 075-01008001)

Meetings

08/09/22 Planning Commission Workshop

09/01/22 City Council Workshop

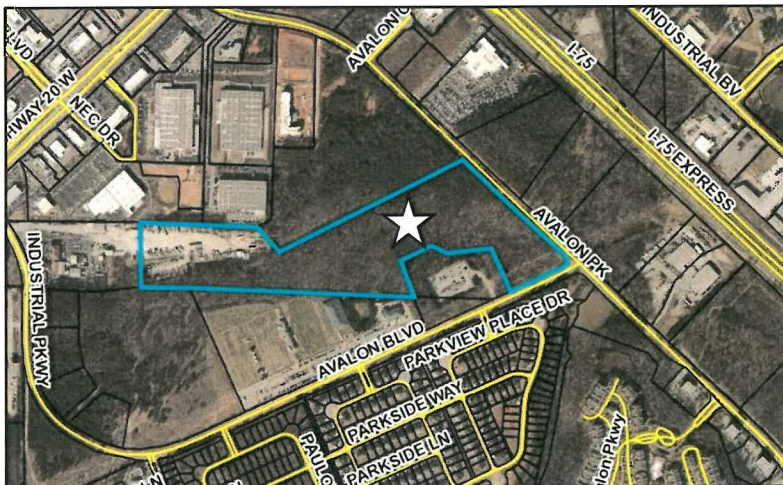
09/13/22 Planning Commission "Public Review"

09/19/22 City Council "Public Hearing"-**Postponed**

11/03/2022 City council Public Hearing and Vote

Background Information

Current Zoning C-2 (Central Commercial)



North Boundary

Zoned: C-3 Highway Commercial
Land Use: Vacant Land

East Boundary

Zoned: C-2/M-1 Central Commercial &
Light Industrial
Land Use: Vacant Land

South Boundary

Zoned: McDonough City Property
Land Use: Utilities

West Boundary

Zoned: C-2 Central Commercial
Land Use : Bennett Offices



City of McDonough, GA

Community Development Department

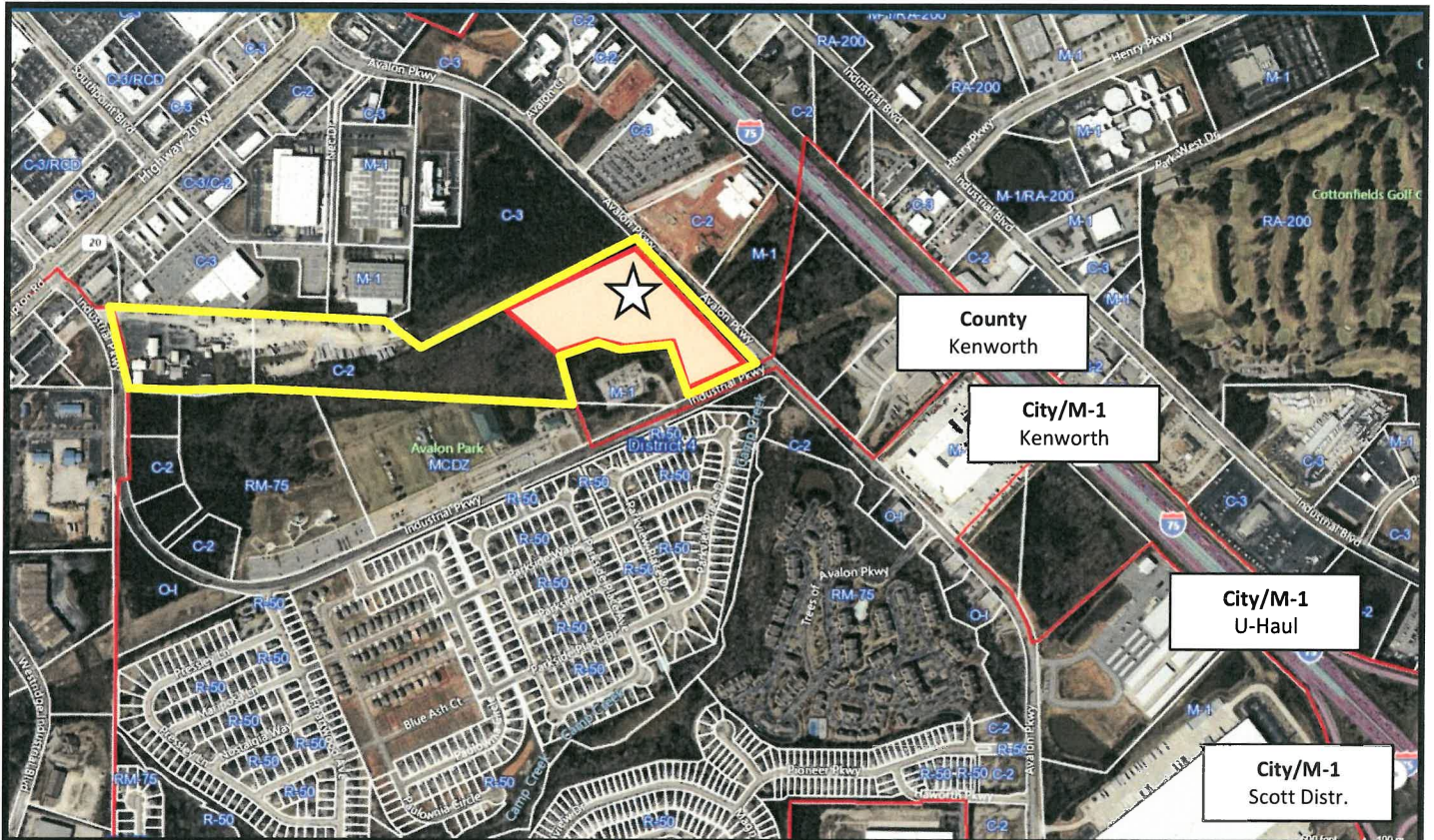
Rezoning Staff Report

For Recommendation Only

Background Information

Current Zoning

C-2 (Central Commercial)





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Staff Analysis:

Section 17.104.048 Standards of Review for Rezoning

▶ Isolated district	No
▶ Possible overtaxing load on public facilities	No
▶ Cost increase to the City (<i>Public Utilities, schools streets, other public safety measures</i>)	No
▶ Impact to environment	No
▶ Amendment will be a deterrent to adjacent properties	No
▶ Current zoning may be used for the purpose intended Grandfather status on current parcel as C-2	<u>No</u>
▶ Property to stay compatible with adjacent properties	Yes
▶ Property is consistent with FLUM	Yes
▶ Any character change to the Zoning District	No
▶ Does the amendment follow the zoning regulations	Yes
▶ Applicant submitted all information	Yes
▶ Any impact to neighboring residential properties	No
▶ Buffers have been adhered to	Yes

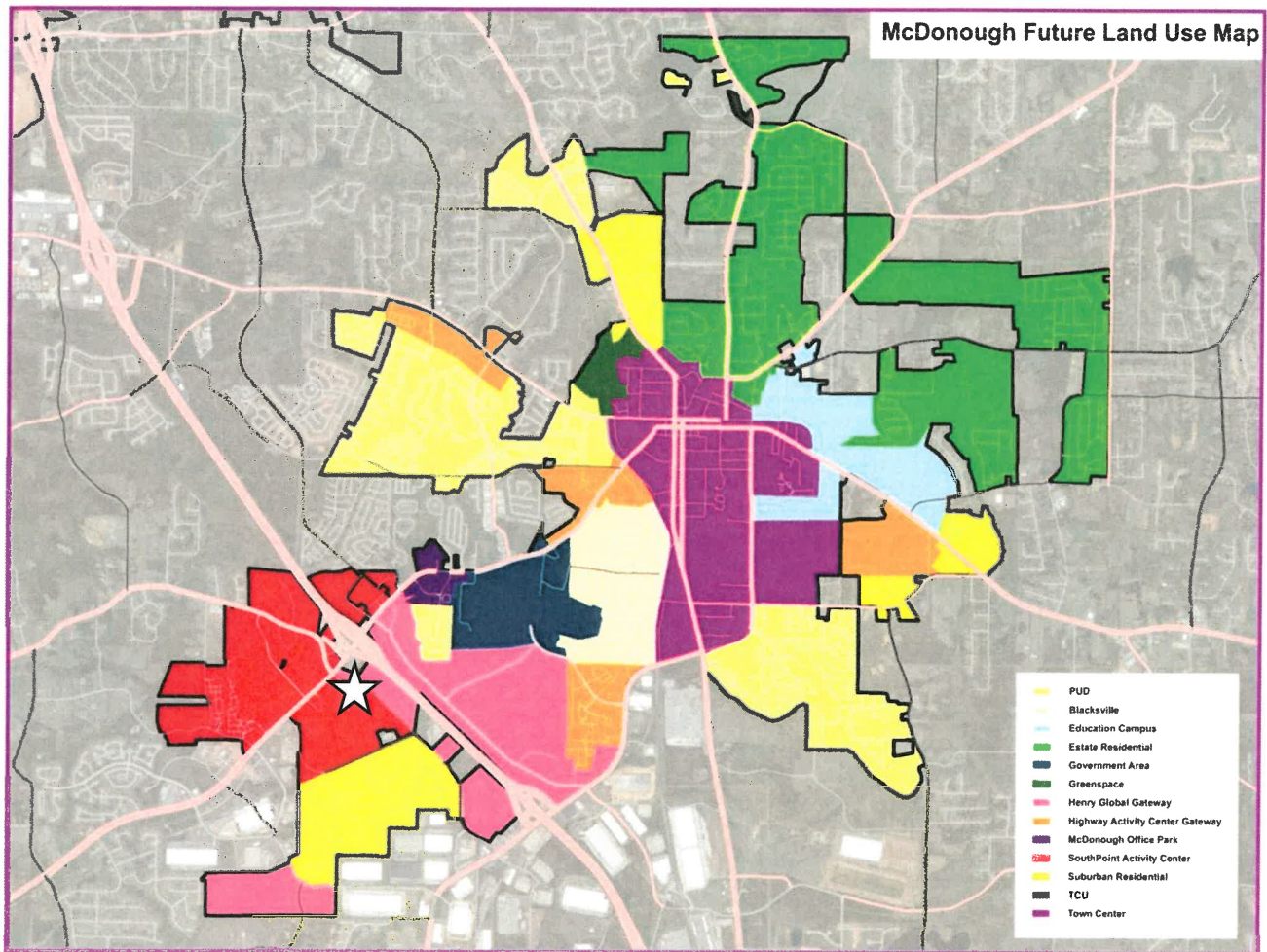


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Professional Staff (City/Henry County/State) Analysis:

Department Name: McDonough Police

Comments: Ken Noble

I have no questions.

Department Name: McDonough Fire

Comments: David Williams

No comments or concerns at this point.

Department Name: Building & Inspections

Comments: Mark Dobson

I recommend a 100 foot undisturbed buffer perimeter around gravel trailer lot

Department Name: City Engineer

Comments: Approval based on review for code compliance.

Department Name: Public Works

Comments: Brandon Williams

I do not have any concerns or comments at this time.

Department Name: Stormwater

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

Department Name: Water Distribution

Comments: William VonDenBosch

I have no concerns or comments about the petition.

Department Name: Water/Sewer Operations

Comments: Not a reviewing agency.

Department Name: HC Water & Sewer

Comments: Not a reviewing agency.

Department Name: GADOT

Comments: Donald Wilkerson

No concerns or comments



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Infrastructure:

Water Service:

Henry County Water Authority

Sewer Service:

Henry County Water Authority

Electricity:

Central GA EMC

Telephone:

Ring Central

Cable Television:

Nitel

Final Staff Recommendation by: Charles Reese, Community Development Director

Based on the current trends and the FLUM, Staff recommends **Approval** of the Rezoning to **M-1 Light Industrial with the following conditions.**

1. No trucks may enter or exit the property from Avalon Parkway
2. No curb cut onto Avalon Parkway
3. No over-night parking
4. A 100 foot undisturbed buffer must be maintained along Avalon Parkway to the east and along the south side property line.
5. A 50 foot undisturbed buffer must be maintained along the north property line.

GENERAL CODE COMPLIANCE DISCLAIMER

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

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