

CONSENT AGENDA ITEM SUMMARY
November 21, 2022 City Council Meeting
Item Number: 6B



Presented by: Jeremy Newton

Department: Waste Water

ITEM SUMMARY:

Request approval of emergency replacement submersible 10 H.P pump for return well B
At a cost of \$12,482.60

SPECIAL CONSIDERATIONS OR CONCERNS:

Station needs this pump to operate effectively

STAFF RECOMMENDATION:

Staff recommends approval

FINANCIAL IMPACT:

Total Cost \$12,482.60

FUNDING SOURCE:

Line Item: 505-5.4335.52.2200

ATTACHMENTS:

Xylem Invoice

OTHER DEPARMENTAL REVIEW NEEDED:

☐ Yes

☒ No



**Xylem Water Solutions USA, Inc.
Flygt Products**

November 2, 2022

90 Horizon Drive
Suwanee, GA 30024
Tel (770) 932-4320
Fax (770) 932-4321

CITY OF MCDONOUGH
136 KEYS FERRY ST
MCDONOUGH GA 30253-3213

Quote # 2022-ATL-0875 Alternate 1, Version 2
Project Name: CITY OF MCDONOUGH
Job Name: Return Well B

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Repl: 3127.181-0510869

Qty	Part Number	Description
		Pricing valid through Nov. 13th Price based on promotion "cash for clunkers" - scrap pump will need to be turned in
1	3127.060-0039	Flygt Model NP-3127.060 4" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 10 HP 1750 RPM motor, 488 impeller, 1 x 50 Ft. length of SUBCAB 4G6+2x1,5 submersible cable, FLS leakage detector, volute is prepared for Flush Valve
1	14-69 98 30T	SHIPPING AND HANDLING CHARGE

Repl: 3127.181-0510869 Price USD\$ 12,482.60

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per Incoterms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.



Terms of delivery: Freight PP/Line Item

Time of delivery: Approx. 1 working weeks after release of order.

Terms of payment: 100% N60 after invoice date – upon acceptance of purchase order and credit review

Please note: If this is an FM Factory certified product it must be serviced by an EX/FM Flygt manufacture trained technician through an approved Xylem Flygt repair shop to retain qualifying status of product to retain the "EX/FM" designation.

Our current delivery lead-times are forecasted estimates only due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics. Xylem will, however, use all commercially reasonable efforts to minimize any delivery delay impacts.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,



Kirsten Royals
Senior Technical Inside Sales III
Phone: 678-804-5692
Cell: 404-831-4726
kirsten.royals@xylem.com
Fax: 770-932-4321



**Xylem Water Solutions USA, Inc.
Flygt Products**

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2022-ATL-0875 Alternate 1, Version 2
Customer Name: CITY OF MCDONOUGH
Job Name: Return Well B
Total Amount:
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____





Introducing the Xylem Preventative Maintenance Agreement

Don't forget to protect your new assets

Thank you for considering Xylem for your pumping equipment needs. We appreciate the significance of your purchase decision and want to ensure you get the most out of your investment. The most cost-effective way to do this is to sign-up for a preventative maintenance agreement (PMA) that we tailor to your specific requirements and budget. A Xylem PMA offers a proven method to extend your equipment life, prevent expensive repairs and minimize unplanned failures. It's also ensures you remain in compliance with environmental, health and other government regulations – critical to maximizing operation uptime.

Our Flygt Gold PMA Includes:

- One scheduled preventative maintenance service visit with multi-point inspection, 12 months after purchase and discounted access to Xylem's rental fleet
- An additional 12-month warranty when purchased with your new or replacement Flygt pump(s)
- The option to renew annually or on a multi-year basis following the first service visit
- Priority service on repairs and field service calls

** Flat-Rate Pricing is available for new and replacement Flygt models 3069, 3085, 3102, 3127, 3153, 3171, 3202, 3301 & 3315 starting at \$500 per pump.*

Multi-year PMA packages are available as well.
Contact your Xylem Sales Representative today for more information.

Visit our [PMA site](#) for more info

xylem
Let's Solve Water

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. The paper concludes with a summary of the main points and a list of references.

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, which is consistent with the findings of previous research. The study also identified several factors that influence the relationship between the variables, providing a more nuanced understanding of the phenomenon.

The findings of this study have important implications for both theory and practice. They suggest that the relationship between the variables is not simply a matter of correlation, but is influenced by a range of factors. This has implications for the development of interventions and policies aimed at addressing the issue.

In conclusion, the study provides a comprehensive analysis of the relationship between the variables, highlighting the need for further research in this area. The findings are presented in a clear and concise manner, making them accessible to a wide range of readers.

CONSENT AGENDA ITEM SUMMARY
November 21, 2022 City Council Meeting
Item Number: 6C



Presented by: Jeremy Newton

Department: Waste Water

ITEM SUMMARY:

Request approval of replacement 62 H.p pump for Head Works lift station. Approved in FY 2022/2023 budget.

SPECIAL CONSIDERATIONS OR CONCERNS:

This is our largest station in the City. I recommend approval to have a backup in case of an emergency.

STAFF RECOMMENDATION:

Staff recommends approval

FINANCIAL IMPACT:

Total Cost \$30,925.00

FUNDING SOURCE:

Line Item: 505-5.4335.54.2501

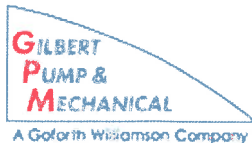
ATTACHMENTS:

GoForth Williamson, Inc. Invoice D305759

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☒ No



Original

Invoice Number: **D305759**

Invoice Date: **10/24/2022**

Combining Excellence

We now have 2 locations to better serve you.

632 B. Lovejoy Road NW, Unit1
Fort Walton, FL 32548
PH: 850-864-4000

373 Odell Road
Griffin, GA 30224
Ph: 770-467-0303

BILL TO:			SHIP TO:		
City of McDonough 136 Keys Ferry St. McDonough, GA 30253 US			City of McDonough Water Treatment Plant 8 Dogwood Lane McDonough, GA 30253 US		
Customer PO	Terms	Sales Rep ID	Ship	Via	Due Date
Jeremy Newton	Net 30	JGB	10/24/2022	Pre-Pay& ADD	11/23/2022
Quantity	Description		Price Each	Amount	
1	99305039 Grundfos 5x6 Flygt Adapter 5" Grundfos Pump x 6" Flygt Base Elbow 3" guide rail pipe		1,460.00	1,460.00	
1	Rev: Customer PO: Jeremy Newton Sales Order: P305759 SO Line: 002 CHAIN KIT 25' SS Chain Kit 1 x 25' of 3/8" 304SS Chain 2 x 1/2" 304SS Chain Shackles Rev: Customer PO: Jeremy Newton Sales Order: P305759 SO Line: 003		575.00	575.00	

Remit payment to:
Goforth Williamson, Inc
P.O. Box 2366
Griffin, GA 30224

Note: GWI will provide a 1-year warranty on
workmanship and materials from the date of
delivery.

A LATE FEE OF 1 1/2% (18% ANNUALLY) WILL
BE CHARGED ON ALL PAYMENTS MADE
AFTER DUE DATE.

If you have any discrepancies with this invoice you must send in a written explanation of
the discrepancy within 10 days of Invoice date to the following email
Accounting@goforthwilliamson.com. If no written explanation is received you agree
that the information on this invoice is true and correct and payment will be made.

Subtotal

Sales Tax (8.0%)

Payments/Credits

Balance Due

For billing inquiries please call AP Department
PH: 770-467-0303

Check out our Web Site

WWW.GOFORTHWILLIAMSON.COM





Original

Invoice Number: **D305759**

Invoice Date: **10/24/2022**

Combining Excellence

We now have 2 locations to better serve you.

632 B. Lovejoy Road NW, Unit1
Fort Walton, FL 32548
PH: 850-864-4000

373 Odell Road
Griffin, GA 30224
Ph: 770-467-0303

BILL TO:			SHIP TO:		
City of McDonough 136 Keys Ferry St. McDonough, GA 30253 US			City of McDonough Water Treatment Plant 8 Dogwood Lane McDonough, GA 30253 US		
Customer PO	Terms	Sales Rep ID	Ship	Via	Due Date
Jeremy Newton	Net 30	JGB	10/24/2022	Pre-Pay& ADD	11/23/2022
Quantity	Description		Price Each	Amount	
1	Shipping & Handling Charges In Bound Standard Ground Shipping Charges		350.00	350.00	
1	Rev: Customer PO: Jeremy Newton Sales Order: P305759 SO Line: 004 98910079 S1.30.A50.540.4.62H.C.320.G.EX S1.30.A50.540.4.62H.C.320.G.Ex.D.611.Z Grundfos Submersible Solids Handling Pump 5" Horizontal Flanged Discharge / 3-1/8" Solids Single Channel Cast Iron Impeller 54 hp 1774 rpm 460/3/60 Explosion Proof Motor with Cooling Jacket Water in Oil Sensor / Klixon Motor Thermal Switches 49 ft Long Cord Rev: Customer PO: Jeremy Newton Sales Order: P305759 SO Line: 005		28,540.00	28,540.00	

Remit payment to:
Goforth Williamson, Inc
P.O. Box 2366
Griffin, GA 30224

Note: GWI will provide a 1-year warranty on
workmanship and materials from the date of
delivery.

A LATE FEE OF 1 1/2% (18% ANNUALLY) WILL
BE CHARGED ON ALL PAYMENTS MADE
AFTER DUE DATE.

If you have any discrepancies with this invoice you must send in a written explanation of
the discrepancy within 10 days of Invoice date to the following email
Accounting@goforthwilliamson.com. If no written explanation is received you agree
that the information on this invoice is true and correct and payment will be made.

Subtotal \$30,925.00

Sales Tax (8.0%) \$0.00

Payments/Credits \$0.00

Balance Due \$30,925.00

For billing inquiries please call AP Department
PH:770-467-0303

Check out our Web Site

WWW.GOFORTHWILLIAMSON.COM



The first part of the paper discusses the importance of understanding the local context in which a project is implemented. This includes a thorough understanding of the community's needs, values, and beliefs. It is essential to engage with the community from the very beginning, ensuring that their voices are heard and their input is valued. This process of community engagement is not a one-time event but a continuous one that evolves as the project progresses.

The second part of the paper explores the challenges that often arise in community-based projects. These challenges can range from a lack of resources to a lack of trust between the project team and the community. It is important to recognize these challenges early on and develop strategies to address them. For example, building trust may require a long-term commitment and a willingness to listen to the community's concerns.

The third part of the paper discusses the importance of having a clear vision and a well-defined plan. This vision should be based on the community's needs and aspirations, and it should be communicated clearly to all stakeholders. A well-defined plan will outline the steps that need to be taken to achieve the vision, and it will also identify the resources that are needed.

The fourth part of the paper discusses the importance of having a strong leadership team. This team should be composed of individuals who are committed to the project and who have the skills and experience to lead the community. It is important to ensure that the leadership team is representative of the community and that it is able to make decisions that are in the best interests of the community.

The fifth part of the paper discusses the importance of having a strong monitoring and evaluation system. This system should be designed to track the progress of the project and to identify any problems that may arise. It should also be used to assess the impact of the project on the community and to make any necessary adjustments.

The sixth part of the paper discusses the importance of having a strong communication strategy. This strategy should be designed to ensure that all stakeholders are kept informed of the project's progress and that they are able to provide input. It should also be used to promote the project and to attract resources.

The seventh part of the paper discusses the importance of having a strong financial plan. This plan should outline the costs of the project and the sources of funding. It should also be used to ensure that the project is financially sustainable in the long term.

The eighth part of the paper discusses the importance of having a strong legal and ethical framework. This framework should be designed to ensure that the project is carried out in a way that is consistent with the law and with ethical principles. It should also be used to ensure that the project is transparent and accountable.

The ninth part of the paper discusses the importance of having a strong sustainability plan. This plan should outline the steps that need to be taken to ensure that the project's benefits are sustained over the long term. It should also be used to identify any potential risks to the project's sustainability and to develop strategies to address them.

The tenth part of the paper discusses the importance of having a strong conclusion. This conclusion should summarize the key findings of the paper and should provide a clear message about the importance of community-based projects.

CONSENT AGENDA ITEM SUMMARY
November 21, 2022 City Council Meeting
Item Number: 6D



Presented by: Brian Linton

Department: Technology Services

ITEM SUMMARY:

Request approval to renew the subscription agreement with Charter Internet, Phones, and Circuits subscription at a price of \$2724.00 per month, for three years; and authorize the Mayor to sign.

SPECIAL CONSIDERATIONS OR CONCERNS:

Our current subscription expired June 13, 2022, we are currently on a month-to-month agreement in which we are paying \$3384.83 monthly, and we renegotiated the price down to \$2790.00 monthly.

Our Internet speed is 500mg up and down, this package includes troubleshooting any circuit or internet issues with a resolution time of four hours.

STAFF RECOMMENDATION:

Staff recommends approval

FINANCIAL IMPACT:

This will be paid from the General Fund

FUNDING SOURCE:

Line Item: 100.5.1535.52.3220

ATTACHMENTS:

Charter quote

OTHER DEPARMENTAL REVIEW NEEDED:

☐ Yes

☒ No



SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information

Contact: Darrell Chumley

Telephone: 9728293437

Email: darrell.chumley@charter.com

Customer Information

Customer Name		Order #
CITY OF MCDONOUGH - CITY		13454114
Address		
136 KEYS FERRY ST MCDONOUGH GA 30253-3213		
Telephone		Email:
(770) 692-7820		blinton@mcdonoughga.org
Contact Name	Telephone	Email:
Brian Linton	(770) 692-7820	blinton@mcdonoughga.org
Billing Address		
136 KEYS FERRY ST MCDONOUGH GA 30253-3213		

**NEW AND REVISED SERVICES AT 136 KEYS FERRY ST , MCDONOUGH GA 30253**

Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
10,000 Minutes	36 Months	1	\$ 0.00	\$ 0.00
Basic Toll Free	36 Months	1	\$ 0.00	\$ 0.00
DID BLOCK 100 NUMBERS	36 Months	1	\$ 0.00	\$ 0.00
DID BLOCK 100 NUMBERS	36 Months	1	\$ 15.00	\$ 15.00
Enterprise Trunking 4	36 Months	11	\$ 60.00	\$ 660.00
EP-LAN 100Mbps	36 Months	1	\$ 600.00	\$ 600.00
Fiber Internet 500Mbps	36 Months	1	\$1,399.00	\$1,399.00
Spoke	36 Months	1	\$ 0.00	\$ 0.00
Static IP 13	36 Months	1	\$ 50.00	\$ 50.00
TOTAL*				\$2,724.00

VOICE SERVICE ORDER INFORMATION

E-911 Location Address	Current LEC	Current IXC	LEC BTNs



1. **TOTAL CHARGE(S).** Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.
2. **TAXES.** Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
3. **SPECIAL TERMS.**

Any additional domestic and international long distance calls exceeding the minutes of use package will be charged at the rates listed at www.enterprise.spectrum.com. Toll Free calls exceeding the minutes of use package will be charged at the toll free rate plan associated with the toll free number.



By signing below, the signatory represents they are duly authorized to execute this Service Order.

CUSTOMER SIGNATURE

Signature: _____

Brian Linton

Printed Name: _____

Title: _____

Date: _____



This page intentionally left blank



Toll Free Letter of Agency

Customer Information

Customer

Account Number

Current Carrier

CITY OF MCDONOUGH -
CITY

Billing Address

136 KEYS FERRY ST MCDONOUGH GA 30253-3213

Authorized Contact

Phone

Fax

Brian Linton

(770) 692-7820

Billing Contact

Phone

Fax

Toll Free Number(s)

I authorize Charter Communications Operating, LLC and its subsidiaries providing you the Services ("Spectrum") to act as my agent to designate the Responsible Organization for the toll free number(s) specified on this form:

CITY OF MCDONOUGH - CITY

(Customer Name)

(Authorized Customer Signature)

(Date Signed)

Brian Linton

(Printed Name)

(Title)



Spectrum™ Business Voice Service E911 Acknowledgment

Customer Name: CITY OF MCDONOUGH - CITY

Billing Address: 136 KEYS FERRY ST MCDONOUGH GA 30253-3213

Please confirm that you understand this important information regarding E911 access and Spectrum Business Voice service.¹

Spectrum Business Voice service customer premise equipment (“CPE”) is electrically powered and, in the event of a power outage or Spectrum network failure, E911 services may be unavailable.

When you dial 911, your service address is automatically provided to an emergency services provider. Spectrum Business Voice service CPE must not be moved to a new service address without first contacting Spectrum to identify your new service location. If you move the Spectrum Business Voice service CPE to a new service address without authorization and dial 911, you will need to provide your address to the 911 operator or your call may be misdirected to the wrong location or wrong emergency provider.

During the first 72 hours after initiating service or advising us of an address change, if you dial 911, you must provide your new service address to the emergency operator. This is necessary to ensure emergency services are dispatched to your new service address because the emergency operator may not have the new service address in their records. In some locations, depending on the equipment used by local governments to provide 911 service, you will always need to convey the 911 service location information to the emergency operator.

You must ensure that all alarm, security, medical and/or other monitoring systems and services are tested to validate proper operation after Spectrum Business Voice service is installed.

By signing my name below, I acknowledge that I have received and understand this Acknowledgement and agree to the obligations described above.

(Authorized Customer Signature)

(Date Signed)

Brian Linton

(Printed Name)

(Title)

¹ “Spectrum” refers to Charter Communications Operating, LLC and its subsidiaries providing you the Services.



Spectrum™ Business Voice and Trunk Services E911 Acknowledgment

Customer Name: CITY OF MCDONOUGH - CITY

Billing Address: 136 KEYS FERRY ST MCDONOUGH GA 30253-3213

Please confirm that you understand this important information regarding E911 access and Spectrum Business Voice and Trunk Service.¹

The customer premises equipment (“CPE”) used for Spectrum Business Voice and Trunk Service (“Spectrum Business CPE”) is electrically powered and, in the event of a power outage or Spectrum network failure, E911 services may be unavailable.

When you dial 911, your service address is automatically provided to an emergency services provider. Spectrum Business CPE must not be moved to a new service address without first contacting Spectrum to identify your new service location. If you move the Spectrum Business CPE to a new service address without authorization and dial 911, you will need to provide your address to the 911 operator or your call may be misdirected to the wrong location or wrong emergency provider.

During the first 72 hours after initiating service or advising us of an address change, if you dial 911, you must provide your new service address to the emergency operator. This is necessary to ensure emergency services are dispatched to your new service address because the emergency operator may not have the new service address in their records. In some locations, depending on the equipment used by local governments to provide 911 service, you will always need to convey the 911 service location information to the emergency operator.

You agree to specifically advise each end user of Spectrum Business Voice and Trunk Service, prominently and using the highlighted language provided above, of the circumstances under which E911 service may not be available through Spectrum Business Voice and Trunk Service. You also agree to distribute E911 Safety Stickers, as supplied by Spectrum, to all end users of the Spectrum Business Voice and Trunk Service and instruct each end user to place an E911 Safety Sticker on or near any telephone or other voice-enabled equipment used in conjunction with the service.

You must ensure that all alarm, security, medical and/or other monitoring systems and services are tested to validate proper operation after Spectrum Business Voice and Trunk Service is installed. You will not activate Custom Caller ID for Trunks unless the customer-defined telephone number is active and assigned to you and you employ a customer premises equipment solution that ensures that outbound emergency/911 calls are routed to an

¹ “Spectrum” refers to Charter Communications Operating, LLC and its subsidiaries providing you the Services.



appropriate public safety answering point or other responding agency based on the caller's location, in a manner consistent with applicable law.

By signing my name below, I acknowledge that the Customer has received and understands this Notice and Acknowledgement and agrees to the obligations described above.

(Authorized Customer Signature)

(Date Signed)

Brian Linton

(Printed Name)

(Title)

Spectrum Enterprise

Ethernet Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for fiber-based Spectrum Enterprise Ethernet Service and Spectrum Enterprise Cloud Connect Service (individually the "Service" and collectively the "Services"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. Performance tier goals ("SLA Targets") are set forth in the table(s) below.

Ethernet Services SLA Targets presented below are measured end to end (i.e. from any two applicable Customer's edge or network interface devices at the Service Location) at the individual circuit or service level, and any applicable credits are issued for the affected circuit or service (the "Affected Service").

The Cloud Connect Service SLA Target for Availability is measured between Spectrum Enterprise's network interface device (NID) located at the Customer location and the point of physical handoff of the Service to the Cloud Service Provider (the "Gateway Point").

I. SLA Targets for Ethernet and Cloud Connect Services:

Spectrum Enterprise Ethernet Services SLAs			
Performance Tier	Metro ¹	Regional ¹	National ^{1,2}
Miles ³	0 - 155	>155 - 746	> 746
Kilometers ³	0 - 250	>250 - 1200	> 1200
Latency	≤ 10ms	≤ 25ms	≤ 60ms
Jitter	≤ 2ms	≤ 4ms	≤ 8ms
Frame Loss	≤ 0.01%	≤ 0.01%	≤ 0.01%
Availability	≥ 99.99%	≥ 99.99%	≥ 99.99%
MTTR	4 hrs.	4 hrs.	4 hrs.

¹ "Metro", "Regional", and "National" includes circuits that are provided by Spectrum Enterprise to Service Locations directly from the Spectrum Enterprise Network.

² "National" also includes all circuits provided by third party service providers, regardless of distance.

³ Miles and Kilometers are measured by fiber router miles.

Spectrum Enterprise Cloud Connect Gateway Point SLAs	
Availability	≥ 99.99%

II. Priority Classification:

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer’s premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events. Notwithstanding anything to the contrary in the Agreement, any service issues beyond the connectivity to the Cloud Service Provider is not covered by this SLA.

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to transmit and receive network traffic between Customer’s A and Z Service Locations. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise’s trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	- Service Disruption resulting in a total loss of Service; or - Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a “Priority 1 Outage”).
Priority 2	Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	- A service problem that does not impact the Service; or - A single non-circuit specific quality of Service inquiry.

III. Service Availability:

“Service Availability” is calculated as the total number of minutes in a calendar month less the number of minutes that the Service is unavailable due to a Priority 1 Outage (“Downtime”), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore (MTTR):

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore a Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the Service.

MTTR per calendar month is calculated as follows:

Cumulative length of time to restore Priority 1 Outage(s) per Service
Total number of Priority 1 Outage trouble tickets per Service

V. Latency / Frame Delay:

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency / Frame Delay is calculated as follows:

Sum of the roundtrip delay measurements for a Service
Total # of measurements for a Service

VI. Packet Loss / Frame Loss Ratio:

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \frac{\text{Frames Received}}{\text{Total Frames Sent}} \times 100 (\%)$$

VII. Jitter / Frame Delay Variation:

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

$$\frac{\text{Sum of the Frame Delay Variation measurements for a Service}}{\text{Total \# of measurements for a Service}}$$

VIII. Network Maintenance:

Maintenance Notice:

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies Service Credit:

If the actual performance of a Service during any calendar month is less than the SLA Targets, and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of the monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against any amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within 30 days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")		Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

X. Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

Spectrum Enterprise Fiber Internet Access Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for Fiber Internet Access ("FIA") fiber-based service (the "Service").

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. All SLA Targets in the table below are measured from Customer's Service Location to the location where Spectrum Enterprise has local access to the Internet (the Spectrum Enterprise "Point of Presence" or "POP") at the individual circuit or service level, and any applicable credits are issued only for the affected FIA circuit or service (the "Affected Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for FIA Services:

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
End to End: 99.99%	Priority 1 Outages within 4 hours	45ms	<2ms	<0.1%

II. Priority Classification:

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to: (i) transmit and receive network traffic on Customer's dedicated access port at the Spectrum Enterprise network hub; or (ii) exchange network traffic with another Spectrum Enterprise network hub. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise's trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer's Service Location, if necessary, (iv) service issues arising from acts of omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	Each a "Priority 1 Outage": - Service Disruption resulting in a total loss of Service; or - Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing
Priority 2	Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	- A service problem that does not impact the Service; or - A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the FIA Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore an FIA Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the FIA Service.

MTTR per calendar month is calculated as follows:

Cumulative length of time to restore Priority 1 Outage(s) per FIA Service
Total number of Priority 1 Outage trouble tickets per FIA Service

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each FIA Service. The roundtrip delay is expressed in milliseconds (ms).

Latency is calculated as follows:

$\text{Latency/Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \frac{\text{Frames Received (\%)}}{\text{Total \# of measurements for an FIA Service}}$
--

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter / Frame Delay Variation is calculated as follows:

$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$
--

VIII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies

Service Credits:

If the actual performance of an FIA Service during any calendar month is less than the SLA Targets and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within thirty (30) days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%
	> 8 hours	10%		

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.



Ethernet Intrastate-Only Traffic Certification

Customer Name (Legal Entity): CITY OF MCDONOUGH - CITY

Billing Address: 136 KEYS FERRY ST
MCDONOUGH GA 30253-32

Charter Communications Operating, LLC and its subsidiaries providing the Services ("Spectrum"), presumes that more than 10% of the traffic carried on the WAN/Ethernet services that we provide to you over any circuit will be interstate in nature, and that therefore by Federal Communications Commission regulation each such circuit must be treated as jurisdictionally interstate in its entirety. If you expect that **10% or less** of the traffic to be carried over any circuit will be **interstate** in nature, please complete the certification form below to identify the relevant circuit(s) and specify the expected jurisdictional allocation of your traffic associated with such circuit(s). Please note that all Internet-related traffic is presumptively interstate. Also, please note that **you must provide this certification annually and whenever there is a material change in the actual or expected jurisdictional nature of your traffic**. In the event that you fail to provide this certification in accordance with procedures specified by Spectrum, Spectrum reserves the right to again presume that more than 10% of the traffic carried over each circuit is interstate in nature and calculate the fees applicable to that usage accordingly.

CERTIFICATION

I certify that the traffic carried by Spectrum in its provision of WAN/Ethernet services on the circuits listed on the attached Service Order is jurisdictionally intrastate and will contain no more than 10% interstate traffic.

(Authorized Customer Signature) (Date Signed)

Brian Linton

(Printed Name) (Title)

Authorized Customer Contact Information:

Phone: **(770) 692-7820** Email: **blinton@mcdonoughga.org**

Certificate Of Completion

Envelope Id: 3B6FC9AD7EEB4AD6BDC1067AFB1FB709

Status: Delivered

Subject: Documents for your DocuSign Signature

Source Envelope:

Document Pages: 19

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

Darrell Chumley

AutoNav: Enabled

Darrell.Chumley@charter.com

Envelopeld Stamping: Disabled

IP Address: 13.110.74.8

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Darrell Chumley

Location: DocuSign

11/3/2022 7:52:16 AM

Darrell.Chumley@charter.com

Signer Events**Signature****Timestamp**

Brian Linton

Sent: 11/3/2022 7:52:20 AM

blinton@mcdonoughga.org

Viewed: 11/3/2022 7:54:07 AM

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 11/3/2022 7:54:07 AM

ID: 7ac1a3c5-b177-4ed3-93b5-faa892d3ccdd

Company Name: Spectrum Enterprise

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

11/3/2022 7:52:20 AM

Certified Delivered

Security Checked

11/3/2022 7:54:07 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Charter Communications Operating, LLC (“Spectrum”) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. If you wish to receive paper copies in lieu of electronic documents, you may close this browser and request paper copies from the “sending party” by following the procedures outlined below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

Requesting paper copies, withdrawing consent, and updating contact information

Requesting Paper Copies.

Please provide your name, title, email, telephone, postal address and document title.

Withdraw Consent.

Please provide your name, title, email, date, telephone number and postal address.

Update Contact Information.

Please provide your name, title, email, telephone and postal address.

Any fees associated with sending paper copies or withdrawing consent will be determined by the sending party.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

To withdraw your consent with DocuSign

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. notify the “sending party” by email and in the body of such request you must state your email, full name, title, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Charter Communications Operating, LLC ("Spectrum") as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DocuSign during the course of your relationship with Charter Communications Operating, LLC ("Spectrum").



SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information

Contact: Darrell Chumley
Telephone: 9728293437
Email: darrell.chumley@charter.com

Customer Information

Customer Name CITY OF MCDONOUGH - CITY		Order # 13454114
Address 136 KEYS FERRY ST MCDONOUGH GA 30253-3213		
Telephone (678) 782-6210		Email: svincent@mcdonoughga.org
Contact Name Mayor Sandra Vincent	Telephone (678) 782-6210	Email: svincent@mcdonoughga.org
Billing Address 136 KEYS FERRY ST MCDONOUGH GA 30253-3213		

NEW AND REVISED SERVICES AT 136 KEYS FERRY ST , MCDONOUGH GA 30253

Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
10,000 Minutes	36 Months	1	\$ 0.00	\$ 0.00
Basic Toll Free	36 Months	1	\$ 0.00	\$ 0.00
DID BLOCK 100 NUMBERS	36 Months	1	\$ 0.00	\$ 0.00
DID BLOCK 100 NUMBERS	36 Months	1	\$ 15.00	\$ 15.00
Enterprise Trunking 4	36 Months	11	\$ 60.00	\$ 660.00
EP-LAN 100Mbps	36 Months	1	\$ 600.00	\$ 600.00
Fiber Internet 500Mbps	36 Months	1	\$1,399.00	\$1,399.00
Spoke	36 Months	1	\$ 0.00	\$ 0.00
Static IP 13	36 Months	1	\$ 50.00	\$ 50.00
TOTAL*				\$2,724.00

VOICE SERVICE ORDER INFORMATION

E-911 Location Address	Current LEC	Current IXC	LEC BTNs



1. **TOTAL CHARGE(S).** Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.
2. **TAXES.** Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
3. **SPECIAL TERMS.**

Any additional domestic and international long distance calls exceeding the minutes of use package will be charged at the rates listed at www.enterprise.spectrum.com. Toll Free calls exceeding the minutes of use package will be charged at the toll free rate plan associated with the toll free number.



By signing below, the signatory represents they are duly authorized to execute this Service Order.

CUSTOMER SIGNATURE

Signature: _____

Printed Name: _____

Title: _____

Date: _____



This page intentionally left blank

The first part of the paper discusses the importance of understanding the local context in which a project is implemented. This includes a thorough analysis of the social, economic, and cultural factors that may influence the success or failure of the intervention. It is essential to engage with the community from the outset, ensuring that their voices are heard and their needs are addressed. This participatory approach not only fosters a sense of ownership and commitment among the community members but also allows for the identification of potential challenges and the development of strategies to overcome them.

The second part of the paper focuses on the design and implementation of the project. It outlines the key principles that should guide the development of the intervention, such as sustainability, scalability, and inclusivity. The importance of monitoring and evaluation is emphasized, as it provides a means of assessing the progress of the project and making necessary adjustments. The paper also discusses the role of leadership and management in ensuring that the project is effectively implemented and that the resources are used efficiently.

The third part of the paper presents a case study of a project that has been successfully implemented in a rural community. This example illustrates the practical application of the principles discussed in the previous sections and provides valuable insights into the challenges that were encountered and the strategies that were used to overcome them. The case study also highlights the importance of building strong relationships with the community and the role of external stakeholders in supporting the project.

In conclusion, the paper emphasizes the need for a holistic and participatory approach to the design and implementation of community-based interventions. By understanding the local context, engaging the community, and applying the principles of sustainability, scalability, and inclusivity, it is possible to develop interventions that are effective and sustainable. The case study provides a concrete example of how these principles can be put into practice, and the lessons learned from this experience can be applied to other projects in the future.

AGENDA ITEM SUMMARY
November 21, 2022 Council Meeting
Item Number: 9



Presented by: William VonDenBosch

Department: Water/Sewer Dept.

ITEM SUMMARY:

Request approval to purchase from Bellamy Strickland a 2022 Chevrolet Model CK31043 truck with a 9ft. Knapheide Service Body and spray in liner. VIN # 1GB4YSE74NF323066

SPECIAL CONSIDERATIONS OR CONCERNS:

This truck will replace a 2002 Chevrolet 3500 work truck that is currently inoperable and no longer in service VIN # 1GBJC34U53E116431

STAFF RECOMMENDATION:

Staff recommends approving the request

FINANCIAL IMPACT:

Cost of Truck: \$ 63,281.00
Rebates/Discounts: \$ 6,900
Pre Tax: \$ 56,381.00
This will be paid for out of the Water Distribution Budget

FUNDING SOURCE:

Line Item: 505-5.4440.54.2200

ATTACHMENTS:

Bellamy Strickland Price Quote
Pictures of inoperable 2002 Chevrolet 3500 work truck

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes ☐ No

OTHER DEPARTMENTAL REVIEW

☐ Finance	☐ Fire	☐ Stormwater
☐ Highway and Streets	☐ Main Street	☐ Water Distribution

___ Human Resources

___ Police

___ Water/Sewer Operations

___ Community Development

___ Technology Services

___ Other

Department Name: Water Distribution Department

Comments: (\$57,995.00 was budgeted for this purchase)

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency



Office: 770-954-3017
Christa Mooney/John Winter

Date: 11/8/2022

Client: City of McDonough (Public Works)

Stock Number: 1022M918

VIN: 1GB4YSE74NF323066

Year: 2022 Make: Chevrolet Model: CK31043
Color: WHITE

Chassis: \$ 51,103.00

Body Description:

9FT Knapheide Service Body

Body: \$ 11,129.00

Other Locals:

Spray in liner Other Locals: 875.00

Documentation and Temporary Operating Permit: \$ 174.00

Sub total: \$ 63,281.00

Rebates / Discount: \$ (6,900.00)

Pre Tax: \$ 56,381.00

County / Rate: _____ Tax: \$ -

Tag/Title: \$ -

Net Sales Price: _____

Down Payment: \$ _____

Balance Due: \$ 56,381.00

City of McDonough to handle registration
UNIT IS AVAILABLE AS OF 11/08/2022.

Accepted By: _____

Date: _____

2022 SILVERADO CREW CHASSIS WT 4WD /V8G
GAZ SUMMIT WHITE
H2G JET BLACK
ORDER NO. BHFC5H/TSC STOCK NO.
VIN 1GB 4YSE 74 NF323066

	MSRP
DEL & FACTORY OPTIONS	
31043 SILVERADO CREW CHASSIS WT 47000.00	
FE9 50-STATE EMISSIONS	N/C
GT4 REAR AXLE: 3.73 RATIO	N/C
G9Y GVWR: 14,000 LBS. (6,350 KG)	N/C
JL1 TRAILER BRAKE CONTROLLER	275.00
KI4 120V INSTRUMENT PANEL	150.00
POWER OUTLET	
KW5 220-AMP ALTERNATOR	150.00
K05 ENGINE BLOCK HEATER	100.00
L8T ENGINE: 6.6L V8 GASOLINE	N/C
MYD TRANS: 6-SPEED AUTO	N/C
PCV WT CONVENIENCE PACKAGE	1035.00
* REMOTE KEYLESS ENTRY	
* DEEP-TINTED GLASS	
* REAR-WINDOW DEFOGGER	
* CRUISE CONTROL	
* TRAILERING MIRRORS,	
HEATED & POWER-ADJUSTABLE	
PYW 17" PAINTED STEEL WHEELS	N/C
UE1 ONSTAR (R) SERVICES &	175.00
WI-FI (R) HOTSPOT CAPABLE;	
SEE ONSTAR.COM FOR TERMS	
U2K SIRIUSXM RADIO CAPABLE,	100.00
TRIAL INCLUDED WITH	
SUBSCRIPTION SOLD SEPARATELY	
V46 CHROME BUMPERS	100.00
5N5 REAR CAMERA KIT	73.00
9L7 UPFITTER SWITCH KIT (5)	150.00
(CUSTOMER RESPONSIBLE FOR	
INSTALLATION)	
KNAPHEIDE MANUFACTURING - GA	

TOTAL MODEL & OPTIONS	49308.00
DESTINATION CHARGE	1795.00

TOTAL 51103.00
MEMO: TOTAL LESS HOLDBACK AND
APPROX WHOLESALE FINANCE CREDIT

INVOICE DOES NOT REFLECT DEALER'S ULTIMATE C
REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, F
DEALER OF ADVERTISING MONIES, ALL OF WHICH M

BELLAMY-STRICKLAND CHEVROLET-BUICK-G

Body - #11,129-
Spray in bedliner
\$875-

KNAPHEIDE TRUCK EQUIPMENT CENTER

P.O. BOX 118
GRIFFIN, GA 30224
770-227-4688

I N V O I C E
=====

INVOICE: AGJ27736
P.O. 01172203-04
DATE:

Customer: 34980
BELLAMY STRICKLAND AUTO GROUP
PO BOX 151

Ship To: KEY CODE: A7726
BELLAMY STRICKLAND AUTO GROUP
145 INDUSTRIAL BLVD

MCDONOUGH GA 30253
800-535-5229

MCDONOUGH GA 30253

Contact:

Ship Via:DEPOT N/C

MAKE: CHEVROLET

MODEL: 3500

YEAR: 2022

VIN: 1GB4YSE74NF323066

CHASSIS LOCATION:

6108D/H/PL/CAM

102217918

MODEL 6108D SERVICE BODY PAIN
BODY UTILITY 6108D KNAP LT
89" WIDE GALVA-GRIP STRAIGHT BUMPER PRIME
LED SURFACE MOUNT STOP/TURN/TAIL LIGHTS FOR STEEL SERVICE BO
LIGHT KIT FOR 80" & WIDER BODIES
PAINTING MATERIALS
SHOP SUPPLIES
INST KIT FOR ST SERV BDY 2015+GM 60 CA
LOOSE FACTORY CAMERA INSTALLNOT FOR PICKUP BED REMOVAL
HITCH & PLUG - CLASS 2 & 3
HITCH UNIVERSAL FIT SERVICE BODY W/44in
7-WAY RV CONNECTOR HIN SOCKEHIGH IMPACT NYLON

SERIAL#816942
KEY#2018







 *THIS CHASSIS - CAB CONFORMS TO FEDERAL MOTOR VEHICLE
SAFETY STANDARD NUMBERS 101, 102, 103, 104, 106, 107, 113,
114, 115, 116, 118, 124, 201, 202, 203, 204, 205, 206, 207, 208,
209, 210, 211, 214, 225 AND 302.

THIS VEHICLE WILL CONFORM TO STANDARD NUMBERS 105, 108, 111,
120, 121, 212, 219 AND 301 IF IT IS COMPLETED IN ACCORDANCE
WITH THE INSTRUCTIONS CONTAINED IN THE INCOMPLETE VEHICLE
DOCUMENT FURNISHED PURSUANT TO 49 CFR PART 568.

CONFORMITY TO THE OTHER SAFETY STANDARDS APPLICABLE TO THIS
VEHICLE WHEN COMPLETED IS NOT SUBSTANTIALLY AFFECTED BY THE
DESIGN OF THE CHASSIS CAB.

CHASSIS - CAB MANUFACTURED BY GENERAL MOTORS CORP.

1GBJC34U53E116431

08/02

The first part of the paper discusses the importance of the research and the objectives of the study. It highlights the need for a comprehensive understanding of the subject matter and the role of the researcher in this process. The second part of the paper presents the methodology used in the study, including the data collection methods and the analysis techniques. The third part of the paper discusses the results of the study and the conclusions drawn from the data. The final part of the paper provides a summary of the findings and offers suggestions for future research.

The research was conducted in a systematic and rigorous manner, following the principles of scientific inquiry. The data was collected from a large and diverse sample of participants, ensuring the representativeness of the findings. The analysis was conducted using advanced statistical techniques, allowing for a detailed and accurate interpretation of the results.

The results of the study indicate that there is a significant relationship between the variables under investigation. This finding is consistent with the theoretical framework and provides valuable insights into the underlying mechanisms. The conclusions drawn from the study are based on a thorough analysis of the data and are supported by the statistical evidence.

In conclusion, the study has provided a comprehensive understanding of the subject matter and has identified key areas for future research. The findings have important implications for the field and offer valuable insights into the underlying processes. The research was conducted in a systematic and rigorous manner, ensuring the reliability and validity of the results.

AGENDA ITEM SUMMARY
November 21, 2022 City Council Meeting
Item Number: 11



Presented by: Emilia Walker

Department: City Attorney

ITEM SUMMARY:

Request approval of a Resolution of the City of McDonough, Georgia authorizing the appointment of Commissioners to the McDonough Urban Redevelopment Agency and designating officers thereof.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

FINANCIAL IMPACT:

FUNDING SOURCE:

ATTACHMENTS:

Resolution 22-11-21.1

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☒ No

STATE OF GEORGIA
CITY OF MCDONOUGH

RESOLUTION NO. 22-11-21.1

A RESOLUTION OF THE CITY OF MCDONOUGH, GEORGIA, AUTHORIZING THE APPOINTMENT OF COMMISSIONERS TO THE MCDONOUGH URBAN REDEVELOPMENT AUTHORITY AND DESIGNATING OFFICERS THEREOF

WHEREAS, the City of McDonough (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, the duly elected governing authority of the City of McDonough, Georgia, are the Mayor and Council (“City Council”) thereof;

WHEREAS, on or about August 17, 2015, the City adopted Resolution 15-8-17(A), confirming and ratifying its prior activation and authorization of the City of McDonough Urban Redevelopment Agency (“URA”) under the Urban Redevelopment Law of Georgia, O.C.G.A. § 36-61-1, et seq.;

WHEREAS, pursuant to Res. 15-8-17(A), the URA shall “consist of nine (9) voting members, who ...serve for terms of office of three (3) years” and “hold office until [their] successor has been appointed and has qualified”;

WHEREAS, “Members shall be appointed by the Mayor, subject to approval by the City Council.” URA Bylaws Art. II, Sec. 2 & OCGA § 36-61-18(b);

WHEREAS, “The Mayor shall designate the Chairman and Vice Chairman from among the Board members” who “shall serve for the shorter period of two (2) years or until the expiration of their term.” Additionally, the “Finance Director and City Clerk” serve as the URA “Treasurer and Secretary.” URA Bylaws Art. IV, Sec. 2;

WHEREAS, as a result of the expiration of multiple terms, and other circumstances, it is necessary to approve the appointment of additional Commissioners to the Agency, who shall serve effective immediately, for three-year terms as set forth herein; and

WHEREAS, this Resolution is in the best interest and general welfare of City residents, the general public and City.

NOW, THEREFORE, BE IT RESOLVED, by the governing authority of the City of McDonough, Georgia, as follows:

Section 1. Certificate of Appointment.

The City Council hereby certifies and approves the appointment of the following members to the City of McDonough URA Board of Commissioners, who shall serve for a term of three years from their appointment herein, and hold office until their successors have been appointed and qualified:

Seat	Commissioner	Term Length
1	Sandra Vincent	3 years
2	Jamal Burt	3 years
3	Benjamin Pruett	3 years
4	Scott Reeves	3 years
5	Rufus Stewart	3 years
6	Vanessa Thomas	3 years
7	Kamali Varner	3 years

Section 2. Chairman and Vice-Chairman Appointments.

Pursuant to URA Bylaws Art. IV, Sec. 2, the Mayor hereby designates XXXXXX to serve as the URA Chairman, and XXXXXX to serve as the URA Vice-Chairman, who shall both serve as such officers for the shorter period of two (2) years or until the expiration of their respective URA terms, including and through, while such person remains a URA member, the time that a successor Chairman or Vice-Chair is designated.

Section 3. It is hereby declared to be the intention of the City Council that:

- (a) All sections, paragraphs, sentences, clauses and phrases of this Resolution are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

- (b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.
- (c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution.

Section 4. City legal counsel and the City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing and renumbering purposes.

Section 5. The effective date of this Resolution shall be the date of adoption, unless provided otherwise by the City Charter, state and/or federal law.

BE IT SO RESOLVED, this ____ day of _____, 2022.

ATTEST:

CITY OF MCDONOUGH, GEORGIA:

Christy L. Taylor, City Clerk

Sandra Vincent, Mayor

AGENDA ITEM SUMMARY
November 21, 2022 City Council Meeting
Item Number: 14A



Presented by: Charles Reese

Department: Community Development Department

ITEM SUMMARY:

The request for Case #220710 for the **Reeves Property** is for an **annexation**. The subject property recognized as Tax Parcel ID #122-02041000 located at 419 Parker Road.

SPECIAL CONSIDERATIONS OR CONCERNS:

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

- 09/13/2022 Municipal Planning Commission Workshop
- 10/06/2022 City Council Workshop
- 10/11/2022 Municipal Planning Commission Public Review
- 10/17/2022 City Council Public Hearing & Vote-Postponed
- 11/21/2022 City Council Public Hearing & Vote

STAFF RECOMMENDATION:

MPC

Rezoning C-2 (Central Commercial) to C-3 (Highway Commercial)

- Taira Castora made a Motion for Approval of rezoning with Staff Recommendations
- Second-Ricky Beauchamp
- **Vote: 4 – Approved / 1 – Abstained (Stanley Head) / 1 No (Calvin McClenden)**

CDD –Approval with conditions

FINANCIAL IMPACT: N/A

FUNDING SOURCE: N/A

ATTACHMENTS:

- ORD # 22-10-17001(A)(Z)
- P/Z Final Staff Report

OTHER DEPARTMENTAL 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

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

Department Name: McDonough Police

Comments: *Ken Noble-I have no comments*

Department Name: McDonough Fire

Comments: *David Williams –After reviewing the document, I have no objections nor comments.*

Department Name: Building & Inspections

Comments: *Mark Dobson- I have reviewed the Reeves Property and recommend approval.*

Department Name: City Engineer

Comments: *Mark Whitley-Should the property be developed in the future, it would need to adhere to City Ordinances and regulations regarding development plans for a Land Disturbance Permit.*

Department Name: Public Works

Comments: *William VonDenBosch-After reviewing the document, I have no objections nor comments.*

Department Name: Stormwater

Comments: *Brandon Williams-I have reviewed the documents and do not have any comments.*

Department Name: Water Distribution

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

Department Name: Water/Sewer Operations

Comments: Not a reviewing agency.

Department Name: HC Water & Sewer

Comments: Not a reviewing agency.

Department Name: HCDOT

Comments: Not a reviewing agency.

Department Name: HCBOE

Comments: Not a reviewing agency.

Department Name: HC GIS

Comments: Not a reviewing agency.

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency

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 collection and analysis techniques. The results of the study are then presented, followed by a discussion of the findings and their implications. The paper concludes with a summary of the main points and a list of references.

The research was conducted in a systematic and rigorous manner, following the principles of good research practice. The data was collected from a representative sample of the population, and the analysis was carried out using appropriate statistical methods. The results of the study are presented in a clear and concise manner, and the implications of the findings are discussed in detail.

The findings of the study have important implications for the field of research. They suggest that there is a need for further research in this area, and that the results of this study can be used to inform policy and practice. The paper also highlights the importance of the research and the need for continued research in this area.

In conclusion, the paper presents a comprehensive and detailed analysis of the research. It provides a clear and concise summary of the findings and their implications, and it highlights the importance of the research and the need for continued research in this area.

AGENDA ITEM SUMMARY
November 21, 2022 City Council Meeting
Item Number: 14B



Presented by: Charles Reese

Department: Community Development Department

ITEM SUMMARY:

The request for Case #220803 for **Chick Fil A** is for a rezoning to **C-3 (Highway Commercial)**. The subject property recognized as Tax Parcel ID #075-01028015 located at 50 Willow Lane.

SPECIAL CONSIDERATIONS OR CONCERNS:

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

- 09/13/2022 Municipal Planning Commission Workshop
- 10/11/2022 Municipal Planning Commission Public Review
- 10/06/2022 City Council Workshop
- 10/17/2022 City Council Public Hearing & Vote-Postponed
- 11/21/2022 City Council Public Hearing & Vote

STAFF RECOMMENDATION:

MPC

Annexation

- Stanley Head made a Motion for Approval with Staff Recommendations
- Second-Ricky Beauchamp
- **Vote: 6-0 Approved**

CDD –Approval with Conditions

FINANCIAL IMPACT: N/A

FUNDING SOURCE: N/A

ATTACHMENTS:

- ORD #22-10-17002(Z)
- P/Z Final Staff Report

OTHER DEPARTMENTAL REVIEW NEEDED:

Yes – PENDING REVIEW AND COMMENTS

OTHER DEPARTMENTAL REVIEW

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency

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

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

Department Name: McDonough Police

Comments: *Ken Noble-I have reviewed and have no comments.*

Department Name: McDonough Fire

Comments: *David Williams-I have no objections nor comments.*

Department Name: Building & Inspections

Comments: *Mark Dobson-I recommend approval.*

Department Name: City Engineer

Comments: *Mark Whitley-Applicant should provide a detail traffic Study addressing existing traffic patterns and the affects of a new Chick-Fil-A restaurant on this site. Traffic Study should also address the affects based upon upcoming GDOT improvements to Highways 20/81 and area intersections*

Department Name: Public Works

Comments: *William VonDenBosch-After reviewing the document, I have no objections nor comments.*

Department Name: Stormwater

Comments: *Brandon Williams-I have received the documents and I have not comments.*

Department Name: Water Distribution

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

Department Name: Water/Sewer Operations

Comments: Not a reviewing agency.

Department Name: HC Water & Sewer

Comments: Not a reviewing agency.

Department Name: HCDOT

Comments: *David Simmons-This Chick-Fil-A is going in where the existing QT is located. The CFA's access to Willow needs to be improved to where the driveway is more restrictive (yet MFD's requirements) to make it more difficult to turn left into, or left out of the access. We will want channelization/delineators on the double yellow of Willow Lane in front of, and*

beyond the mouth of the driveway onto Willow in order to better assist in prohibiting left turns into and out of the access.

(I also sent this to GDOT Design office & HC SPLOST & Transportation Planning for any comments they may have).

Department Name: HCBOE

Comments: Not a reviewing agency.

Department Name: HC GIS

Comments: Not a reviewing agency.

Department Name: Henry County Water Authority

Comments: *Scott Sage, P.E. Division Manager-Water service is available to the property. Sewage treatment and sewer line capacity are available for the property. The Authority will reevaluate the availability of water and sewer services to the property at the time that the development plans are submitted. If there are any additional requirements, or if water or sewer capacity is not available, you will be notified in writing. [This letter was prepared with information to HCWA on a Site Plan dated 12/15/2021 prepared by Foresite Group. LLC.*



City of McDonough, GA

Community Development Department

Rezoning Staff Report

For Recommendation Only

Case Petition:

#220803

Applicant:
Address/Location
Council District:
Request:

Chick Fil A / Jack Johnson on behalf of Foresite Group
50 Willow Lane
4 Kam Varner
To rezone from C-2 (Central Commercial) to C-3 (Highway Commercial)

Land Lot District:
Tract Size:

162 & 163 of the 7th District
Approximately 1.82 +/- (Parcel # 075-01028015)

Meetings

09/13/22
10/06/22
10/11/22
10/17/22
11/15/22
11/21/22

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

Background Information

Current Zoning C-2 Central Commercial
Property was annexed in 2004 with a 100% Annexation Method with lateral zoning.



North Boundary

Zoned: C-3 Highway Commercial
Land Use: Auto Services

East Boundary

Zoned: County
Land Use: Riparian/Creek

South Boundary

Zoned: Highway 20/81
Land Use: C-2 Central Commercial

West Boundary

Zoned: County
Land Use : Retail/Restaurant



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

Staff Analysis:

Section 17.104.048 Standards of Review for Rezoning

► Isolated district	No
► Possible overtaxing load on public facilities	No
► Cost increase to the City(Public Utilities, schools streets, other public safety measures)	No
► Impact to environment	No
► Amendment will be a deterrent to adjacent properties	No
► Current zoning may be used for the purpose intended <i>The property must be rezoned to C-3 to allow the drive-through use.</i>	No
► Property to stay compatible with adjacent properties	Yes
► Property is consistent with FLUM <i>Highway Activities Center</i>	Yes
► Any character change to the Zoning District	No
► Does the amendment follow the zoning regulations	Yes
► Applicant submitted all information	Yes
► Any impact to neighboring residential properties	No
► Buffers have been adhered to	Yes

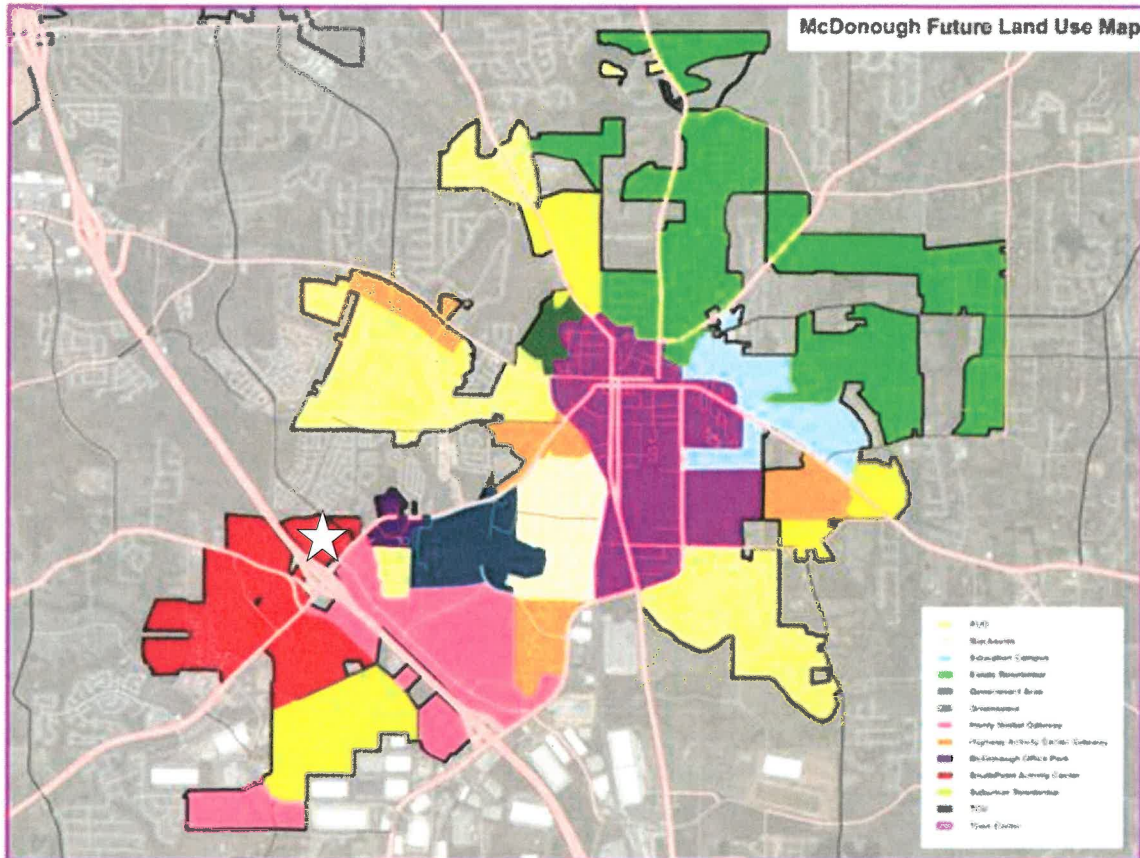


City of McDonough, GA

Community Development Department

Rezoning Staff Report

For Recommendation Only





City of McDonough, GA

Community Development Department

Rezoning Staff Report

For Recommendation Only

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

Department Name: McDonough Police

Comments: *Ken Noble-I have reviewed and have no comments.*

Department Name: McDonough Fire

Comments: *David Williams-I have no objections nor comments.*

Department Name: Building & Inspections

Comments: *Mark Dobson-I recommend approval.*

Department Name: City Engineer

Comments: *Mark Whitley-Applicant should provide a detail traffic Study addressing existing traffic patterns and the affects of a new Chick-Fil-A restaurant on this site. Traffic Study should also address the affects based upon upcoming GDOT improvements to Highways 20/81 and area intersections*

Department Name: Public Works

Comments: *William VonDenBosch-After reviewing the document, I have no objections nor comments.*

Department Name: Stormwater

Comments: *Brandon Williams-I have received the documents and I have not comments.*

Department Name: Water Distribution

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

Department Name: Water/Sewer Operations

Comments: Not a reviewing agency.

Department Name: HC Water & Sewer

Comments: Not a reviewing agency.

Department Name: HCDOT

Comments: *David Simmons-This Chick-Fil-A is going in where the existing QT is located. The CFA's access to Willow needs to be improved to where the driveway is more restrictive (yet MFD's requirements) to make it more difficult to turn left into, or left out of the access. We will want channelization/delineators on the double yellow of Willow Lane in front of, and beyond the mouth of the driveway onto Willow in order to better assist in prohibiting left turns into and out of the access.*

(I also sent this to GDOT Design office & HC SPLOST & Transportation Planning for any comments they may have).



City of McDonough, GA

Community Development Department

Rezoning Staff Report

For Recommendation Only

Department Name: HCBOE

Comments: Not a reviewing agency.

Department Name: HC GIS

Comments: Not a reviewing agency.

Department Name: Henry County Water Authority

Comments: *Scott Sage, P.E. Division Manager-Water service is available to the property. Sewage treatment and sewer line capacity are available for the property. The Authority will reevaluate the availability of water and sewer services to the property at the time that the development plans are submitted. If there are any additional requirements, or if water or sewer capacity is not available, you will be notified in writing. [This letter was prepared with information to HCWA on a Site Plan dated 12/15/2021 prepared by Foresite Group. LLC.*



City of McDonough, GA

Community Development Department

Rezoning Staff Report

For Recommendation Only

Infrastructure:	Water Service:	Henry County Water & Sewerage Authority
	Sewer Service:	Henry County Water & Sewerage Authority
	Electricity:	GA Power
	Telephone:	AT&T
	Cable Television:	AT&T

Final Staff Recommendation by: Charles Reese, Community Development Director

The intersection at Willow Lane and Highway 20/81 is one of the most congested traffic areas within the City of McDonough. A traffic study has been developed showing a reduction in vehicular volume due to the change in business type.

Currently, Chick-Fil-A has an existing establishment located less than one mile from the proposed site. The existing site is very successful and as a result creates a very high volume of vehicular traffic. The presumption is by opening a second restaurant within one mile from an existing Chick-Fil-A, that traffic will be reduced at each site.

Staff recommends **Approval** for the Rezoning to C-3 (Highway Commercial) with the following conditions:

1. Pedestrian walk-up window and outdoor seating.
2. Additional lighting within the parking lot to illuminate Preston Creek Drive.
3. No ingress/egress access directly off Highway 20/81.

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.*

The first part of the paper discusses the importance of the research and the objectives of the study. It highlights the need for a comprehensive understanding of the subject matter and the role of the researcher in this process. The second part of the paper presents the methodology used in the study, including the data collection methods and the analysis techniques. The third part of the paper discusses the results of the study and the conclusions drawn from the findings. The final part of the paper provides a summary of the key points and offers suggestions for future research.

The research was conducted in a systematic and rigorous manner, following the principles of scientific inquiry. The data was collected from a representative sample of the population, and the analysis was performed using advanced statistical techniques. The results of the study indicate that there is a significant relationship between the variables under investigation, and this finding has important implications for the field of study.

In conclusion, the study has provided valuable insights into the subject matter and has contributed to the existing body of knowledge. The findings suggest that further research is needed to explore the underlying mechanisms and to test the generalizability of the results. The authors hope that this paper will serve as a useful reference for researchers and practitioners alike.



CITY OF MCDONOUGH

Proposed Schedule of 2023 City Council Meetings and Workshop Meetings

January, 2023

Organizational Meeting	January 3	6:00 PM
Council Meeting	January 17 (Tues.)	6:00 PM

February, 2023

Workshop	February 2	6:00 PM
Council Meeting	February 20	6:00 PM

March, 2023

Workshop	March 2	6:00 PM
Council Meeting	March 20	6:00 PM

April, 2023

Workshop	April 6	6:00 PM
Council Meeting	April 17	6:00 PM

May, 2023

Workshop	May 4	6:00 PM
Council Meeting	May 22	6:00 PM

June, 2023

Workshop	June 1	6:00 PM
Council Meeting	June 20 (Tues.)	6:00 PM

July, 2023

Workshop	July 6	6:00 PM
Council Meeting	July 17	6:00 PM

August, 2023

Workshop	Aug. 3	6:00 PM
Council Meeting	Aug. 21	6:00 PM

September, 2023

Workshop	Sept. 7	6:00 PM
Council Meeting	Sept. 18	6:00 PM

October, 2023**Workshop**

Oct. 5

6:00 PM

Council Meeting

Oct. 16

6:00 PM

November, 2023**Workshop**

Nov. 2

6:00 PM

Council Meeting

Nov. 20

6:00 PM

December, 2023**Council Meeting**

Dec. 11

6:00 PM

All meetings will be held at City Hall, 136 Keys Ferry Street, McDonough, GA in McKibben Council Chambers on the second floor.

The first part of the paper discusses the importance of understanding the cultural context of the research. It highlights the need for researchers to be sensitive to the values and beliefs of the communities they are studying. This is particularly important in the field of education, where cultural differences can significantly impact learning outcomes.

The second part of the paper focuses on the methodology used in the study. It describes the process of selecting participants and the data collection methods employed. The researchers used a combination of qualitative and quantitative approaches to gather comprehensive data on the topic.

The third part of the paper presents the findings of the study. It details the results of the data analysis and discusses the implications of the findings. The researchers found that there are significant differences in learning outcomes between different cultural groups, and these differences can be attributed to various factors, including language barriers and cultural differences in learning styles.

The final part of the paper offers conclusions and recommendations for future research. The researchers conclude that further studies are needed to explore the cultural factors that influence learning outcomes. They recommend that educators and policymakers should take into account the cultural context of their students when designing educational programs.

STATE OF GEORGIA
CITY OF MCDONOUGH

RESOLUTION NO. 22-11-21.2

**A RESOLUTION AMENDING THE CITY’S HOLIDAY SCHEDULE TO RECOGNIZE
“JUNETEENTH” AS AN OFFICIAL CITY HOLIDAY AND FOR OTHER LAWFUL PURPOSES**

WHEREAS, the City of McDonough (“City”) is a municipal corporation duly organized and existing
under the laws of the State of Georgia;

WHEREAS, the duly elected governing authority of the City of McDonough, Georgia, are the Mayor and
Council (“City Council”) thereof;

WHEREAS, on June 19, 1865, Union Army General Gordon Granger arrived in Galveston, Texas, to
inform enslaved African Americans of their freedom, under the Emancipation Proclamation issued by
President Abraham Lincoln on Jan. 1, 1863;

WHEREAS, June 19 (“Juneteenth”) has since become widely celebrated as an annual commemoration of
the end of slavery in the United States;

WHEREAS, Juneteenth is formally recognized as an official holiday by the U.S. federal government, and
numerous state and local governments;

WHEREAS, the City desires through this Resolution to make Juneteenth an official City holiday; and

WHEREAS, the City further desires to safeguard and promote the public health, safety, and general
welfare of all citizens through the adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the governing authority of the City of McDonough,
Georgia, as follows:

Section 1. Holiday Observation. Juneteenth is hereby declared an official annual holiday in the City of
McDonough, Georgia. The City Clerk is hereby directed to update the official City holiday schedule
accordingly.

Section 2. It is hereby declared to be the intention of the City Council that:

- (a) All sections, paragraphs, sentences, clauses and phrases of this Resolution are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.
- (b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.
- (c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution.

Section 4. City legal counsel and the City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing and renumbering purposes.

Section 5. The effective date of this Resolution shall be the date of adoption, unless provided otherwise by the City Charter, state and/or federal law.

BE IT SO RESOLVED, this 21st day of November, 2022.

ATTEST:

CITY OF MCDONOUGH, GEORGIA:

Christy L. Taylor, City Clerk

Sandra Vincent, Mayor



City of McDonough Proposed 2023 Holiday Schedule

New Year's Day*(observed)	Monday, January 2, 2023
Martin Luther King, Jr. Day	Monday, January 16, 2023
Good Friday	Friday, April 7, 2023
Memorial Day	Monday, May 29, 2023
Juneteenth	Monday, June 19, 2023
Independence Day	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023
Veterans Day*(observed)	Friday, November 10, 2023
Thanksgiving Day	Thursday, November 23, 2023
Friday after Thanksgiving	Friday, November 24, 2023
Christmas Eve*(observed)	Monday, December 25, 2023
Christmas Day*(observed)	Tuesday, December 26, 2023