

1 STATE OF GEORGIA
2 CITY OF MCDONOUGH

3
4 **RESOLUTION NO. _____**
5

6 **A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT**
7 **AGREEMENT WITH RESPECT TO THE CITY'S PARTICIPATION IN THE**
8 **GEORGIA POWER ELECTRIC TRANSPORTATION MAKE READY PROGRAM**
9 **AND FOR OTHER LAWFUL PURPOSES**

10 **WHEREAS**, the City of McDonough ("City") is a municipal corporation duly organized
11 and existing under the laws of the State of Georgia;

12
13 **WHEREAS**, the duly elected governing authority of the City of McDonough, Georgia, are
14 the Mayor and Council ("City Council") thereof;

15
16 **WHEREAS**, the City desires through this Resolution to authorize the Mayor to execute an
17 additional easement agreement with respect to the City's participation in the Georgia Power
18 Electric Transportation Make Ready program, for charging system infrastructure; and

19
20 **WHEREAS**, this Resolution is enacted to safeguard and promote the public health, safety,
21 and general welfare of the City.

22
23 **NOW, THEREFORE, BE IT RESOLVED**, by the governing authority of the City of
24 McDonough, Georgia, as follows:

25
26 **Section 1.** The Mayor, in consultation with the City Attorney, is hereby authorized to
27 finalize and execute, in substantial form as attached hereto, an additional easement agreement with
28 Georgia Power, with respect to the City's participation in the Georgia Power Electric
29 Transportation Make Ready program, for charging system infrastructure.

30 *****
31

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

- 33 (a) All sections, paragraphs, sentences, clauses and phrases of this Resolution are or were,
34 upon their enactment, believed by the City Council to be fully valid, enforceable and
35 constitutional.
- 36 (b) To the greatest extent allowed by law, each and every section, paragraph, sentence,
37 clause or phrase of this Resolution is severable from every other section, paragraph,
38 sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause
39 or phrase of this Resolution is mutually dependent upon any other section, paragraph,
40 sentence, clause or phrase of this Resolution.
- 41 (c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution
42 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise
43 unenforceable by the valid judgment or decree of any court of competent jurisdiction,

44 it is the express intent of the City Council that such invalidity, unconstitutionality or
45 unenforceability shall, to the greatest extent allowed by law, not render invalid,
46 unconstitutional or otherwise unenforceable any of the remaining phrases, clauses,
47 sentences, paragraphs or sections of the Resolution.
48

49 **Section 3.** The City Attorney and the City Clerk are authorized to make non-substantive
50 editing and renumbering revisions to this Resolution for proofing and renumbering purposes.
51

52 **Section 4.** The effective date of this Resolution shall be the date of adoption, unless
53 provided otherwise by the City Charter, state and/or federal law.
54

55 **BE IT SO RESOLVED**, this ____ day of _____, 2023.
56
57

58 ATTEST:

CITY OF MCDONOUGH, GEORGIA:

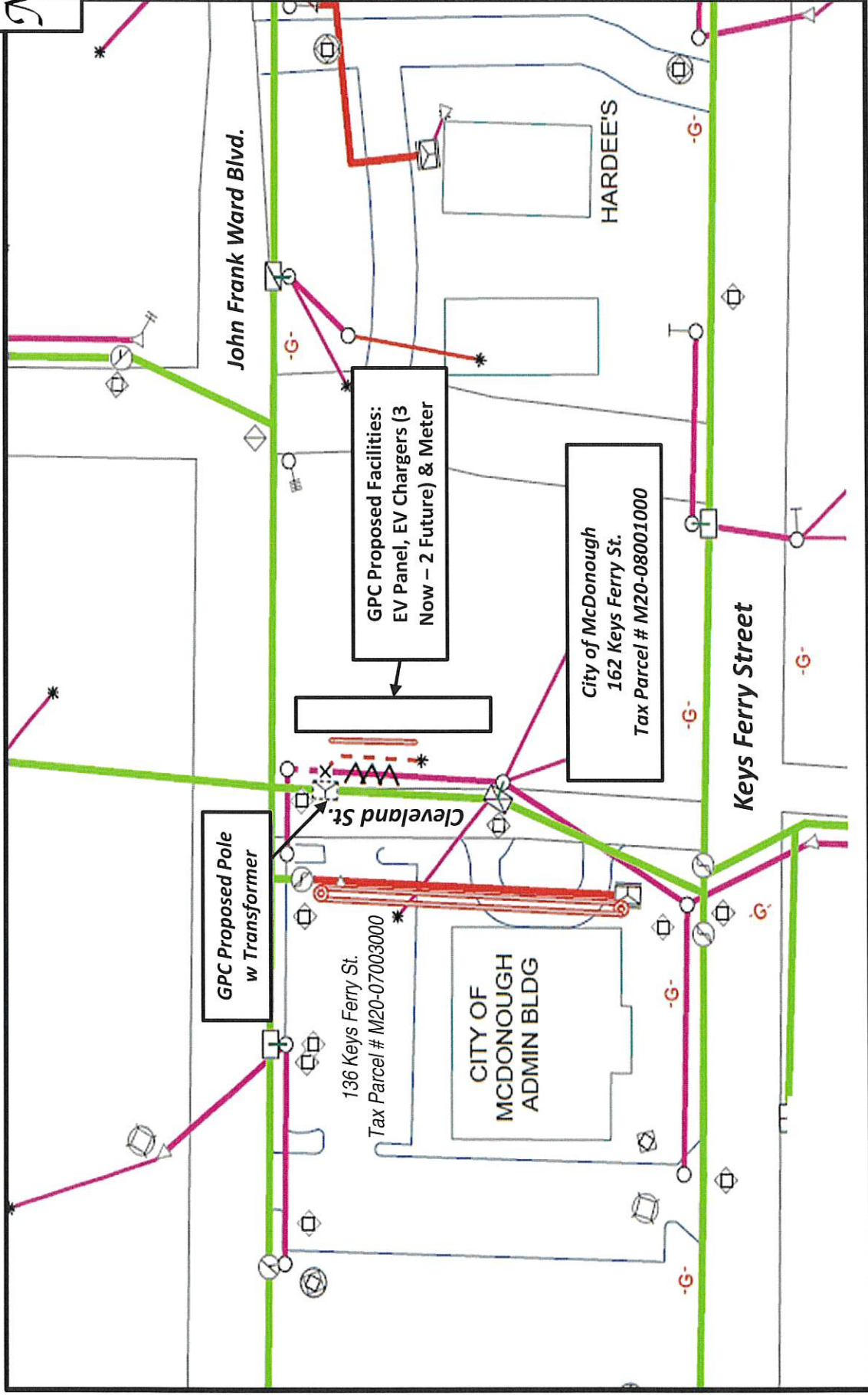
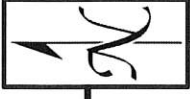
59
60
61 _____
62 Christy L. Taylor, City Clerk

Sandra Vincent, Mayor

63
64 APPROVAL AS TO FORM:
65

66 _____
67 Emilia C. Walker, City Attorney

EXHIBIT "A"



162 KEYS FERRY ST. (HENRY COUNTY)
MAKE READY PROGRAM
LIMS #2023030166
Work Location(s): N/A

Parcel 001

DRAWING NOT TO SCALE

After recording, return to:
Georgia Power Company
Attn: Land Acquisition (Recording)
241 Ralph McGill Blvd NE
Bin 10151
Atlanta, GA 30308-3374

PROJECT 2023030166 LETTER FILE DEED FILE MAP FILE
ACCOUNT NUMBER 11047465-GPC9596-VBS-GP141D01823
NAME OF LINE/PROJECT: 162 KEYS FERRY ST. (HENRY COUNTY) MAKE READY PROGRAM

PARCEL NUMBER 001

STATE OF GEORGIA
HENRY COUNTY

E A S E M E N T

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, CITY OF MCDONOUGH (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is 136 Keys Ferry St., McDonough, GA 30253-3213, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at 162 KEYS FERRY ST., MCDONOUGH, GA 30253 (Tax Parcel ID No. M20-08001000) in Land Lot 134 of the 7 District of Henry County, Georgia.

The "Easement Area" is defined as any portion of the Property located (a) within fifteen (15) feet of the centerline of the overhead distribution line(s) as installed in the approximate location(s) shown on "Exhibit A" attached hereto and made a part hereof, (b) within ten (10) feet of the centerline of the underground distribution line(s) as installed in the approximate location(s) shown on "Exhibit A," and (c) within ten (10) feet from each side of any related above-ground equipment and facilities, including without limitation cubicles, transformers and service pedestals, as installed in the approximate location(s) shown in "Exhibit A."

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with poles, wires, transformers, service pedestals, anchors, guy wires and other necessary apparatus, fixtures, and appliances; the right to attach communication facilities and related apparatus, fixtures, and appliances to said poles; the

PARCEL 001	NAME OF	162 KEYS FERRY ST. (HENRY COUNTY) MAKE READY
	LINE/PROJECT:	PROGRAM

right to stretch communication or other lines within the Easement Area; the right to permit the attachment of the cables, lines, wires, apparatus, fixtures, and appliances of any other company or person to said poles for electrical, communication or other purposes; the right to assign this Easement in whole or in part; the right at all times to enter upon the Easement Area for the purpose of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; the right to cut, trim, remove, clear and keep clear of said overhead or underground lines, transformers, fixtures, and appliances all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said overhead or underground lines, transformers, fixtures, and appliances; the right of ingress and egress over the Property to and from the Easement Area; and the right to install and maintain electrical and communication lines and facilities to existing and future structure(s) within the Easement Area under the easement terms provided herein. Any timber cut on the Easement Area by or for the Company shall remain the property of the owner of said timber.

The Undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

[Signature(s) on Following Page(s)]

PARCEL 001

NAME OF
LINE/PROJECT:

162 KEYS FERRY ST. (HENRY COUNTY) MAKE READY
PROGRAM

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their
hand(s) and seal(s), this _____ day of _____, _____.

Signed, sealed and delivered in the presence of: CITY OF MCDONOUGH

Witness

By: _____ (SEAL)
Name:
Title:

Notary Public

Attest: _____ (SEAL)
Name:
Title:

[CORPORATE SEAL]

GEORGIA CITIES WEEK

APRIL 23-29, 2023

A RESOLUTION OF THE CITY OF MCDONOUGH RECOGNIZING
GEORGIA CITIES WEEK, APRIL 23-29, 2023, AND ENCOURAGING
ALL RESIDENTS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

WHEREAS, city government is the closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Georgia Cities Week is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Georgia that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Georgia Municipal Association and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, Georgia Cities Week offers an important opportunity to convey to all the citizens of Georgia that they can shape and influence government through their civic involvement.

NOW, THEREFORE BE IT RESOLVED THAT THE CITY OF MCDONOUGH DECLARES
APRIL 23-29, 2023 AS GEORGIA CITIES WEEK.

BE IT FURTHER RESOLVED THAT THE CITY OF MCDONOUGH ENCOURAGES ALL
CITIZENS, CITY GOVERNMENT OFFICIALS AND EMPLOYEES TO DO EVERYTHING
POSSIBLE TO ENSURE THAT THIS WEEK IS RECOGNIZED AND CELEBRATED
ACCORDINGLY.

ATTEST:

CITY OF MCDONOUGH, GEORGIA

Christy L. Taylor, City Clerk

Sandra Vincent, Mayor

AGENDA ITEM SUMMARY
April 17, 2023 City Council Meeting
Item Number: 9



Presented by: William VonDenBosch

Department: Public Works - Water/Sewer

ITEM SUMMARY:

Request approval of the proposal for Heath & Lineback to perform the inspection and engineering service for the 715 Industrial Blvd Culvert repair

SPECIAL CONSIDERATIONS OR CONCERNS:

Inspection and engineering services are needed to help the city with an emergency culvert repair

STAFF RECOMMENDATION:

Staff recommends approving the request.

FINANCIAL IMPACT:

Phase 1 \$5,750.00

Phase 2 \$27,500.00

Total cost \$33.250.00

FUNDING SOURCE:

Line Item: Stormwater Engineering. 506-5.4970.52.1250

ATTACHMENTS:

Quote from: Heath & Lineback

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance



Heath & Lineback

2390 CANTON ROAD • BUILDING 200 • MARIETTA, GEORGIA 30066-5393
hle@heath-lineback.com • phone (770) 424-1668

March 27, 2023

Sent Via E-Mail

Mr. Brandon Williams
Storm Water Supervisor
City of McDonough
305 Racetrack Road, McDonough GA, 30253

**RE: P2023-027 - Cost Proposal for Inspection and Engineering Services
715 Industrial Blvd Culvert Repair - City of McDonough**

Dear Mr. Williams,

Heath & Lineback (H&L) is pleased to provide you with our fee estimate providing engineering services required for the inspection and emergency culvert repair on Industrial Boulevard at Camp Creek for the City of McDonough. H&L has provided inspection, assessment and bridge rehabilitation services for Georgia Department of Transportation, MARTA, and numerous Private Owners & Local Municipalities (including the City of Atlanta, Cobb County, and City of Woodstock).

The cost is based on replacing the separated wingwall and addressing other items that are classified as emergency repairs (due to stormwater event). This work falls under the Nationwide Permit 3(a) and will not require any additional environmental or permits.

Additional items (such as placing guardrail at the site) do not fall under the Nationwide Permit 3(a) and would require additional services, additional permitting, and coordination with USACE. As such, these items are not included and can be negotiated later.

A. Scope of Work

Heath and Lineback Engineers will provide the following services:

- Phase 1 - Provide a hands-on inspection of the culvert to assess the overall condition of the structure. Detailed field measurements will be made. H&L will provide a findings report and conceptual cost estimates to the City for review.
- Phase 2 – Based on inspection, provide detailed rehabilitation plans and specification for the emergency repairs identified in Phase 1. H&L will work with the City to develop a bid package. The City will need to provide a template bid package for use. Includes up to four (4) hours of coordination and one pre bid meeting with Contractors.
- Work does not include the following:
 - Construction Inspection Services, or
 - Shop drawing review.

B. Fee

The fee for Phase 1 is a lump sum of \$ 5,750.00.

The fee for Phase 2 is a lump sum of \$ 27,500.00.

Total Cost - \$ 33,250.00

Additional services can be provided per your request at a cost-plus rate.

C. Schedule

Inspection will be completed within 3 weeks of Notice to Proceed. The rehabilitation plans and specification will be completed within 6 weeks of completion of inspection and approval of findings report by the City.

D. Performance of work

The proposal is based on the project continuing expeditiously.

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineers services other than that it will meet the above standard of care.

Engineer may use or rely upon the design services of others, including, but not limited to contractors, manufacturers, and suppliers. For the inspection services of this bridge structure, Engineer is responsible for the fees associated with the third-party services.

E. Authorization

Service is authorized and Notice-to-Proceed is assumed immediate upon your authorization signature and return of this letter.

Sincerely yours,



F. Randy Boykin, PE
Sr Engineer/ Bridge Maintenance Dept Manager



W. Allen Krivksy, PE
Sr. Vice President/COO

Heath & Lineback

Authorized by:

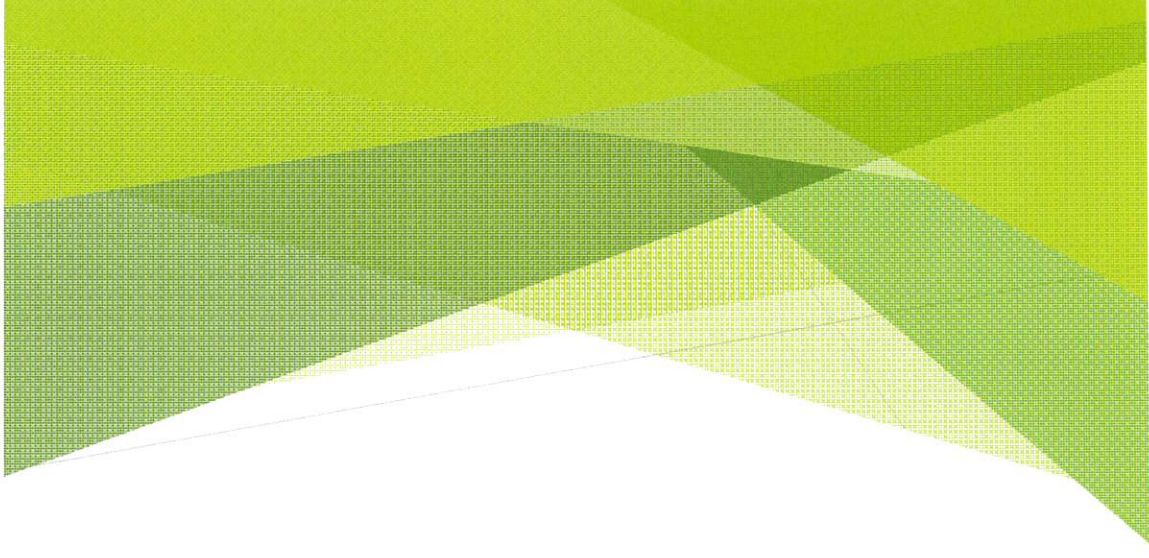
Sign Here

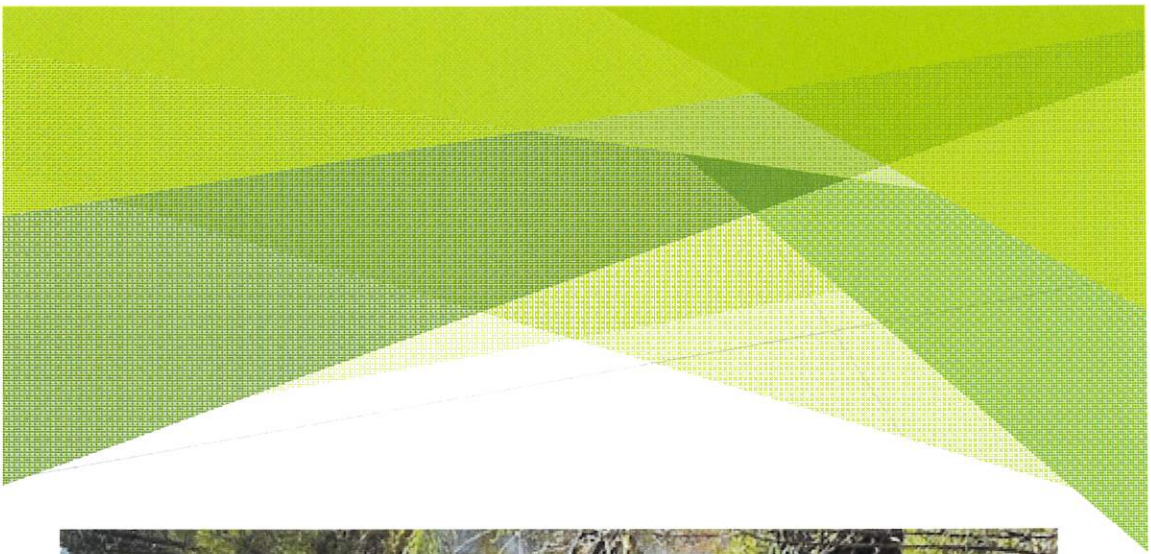
Date

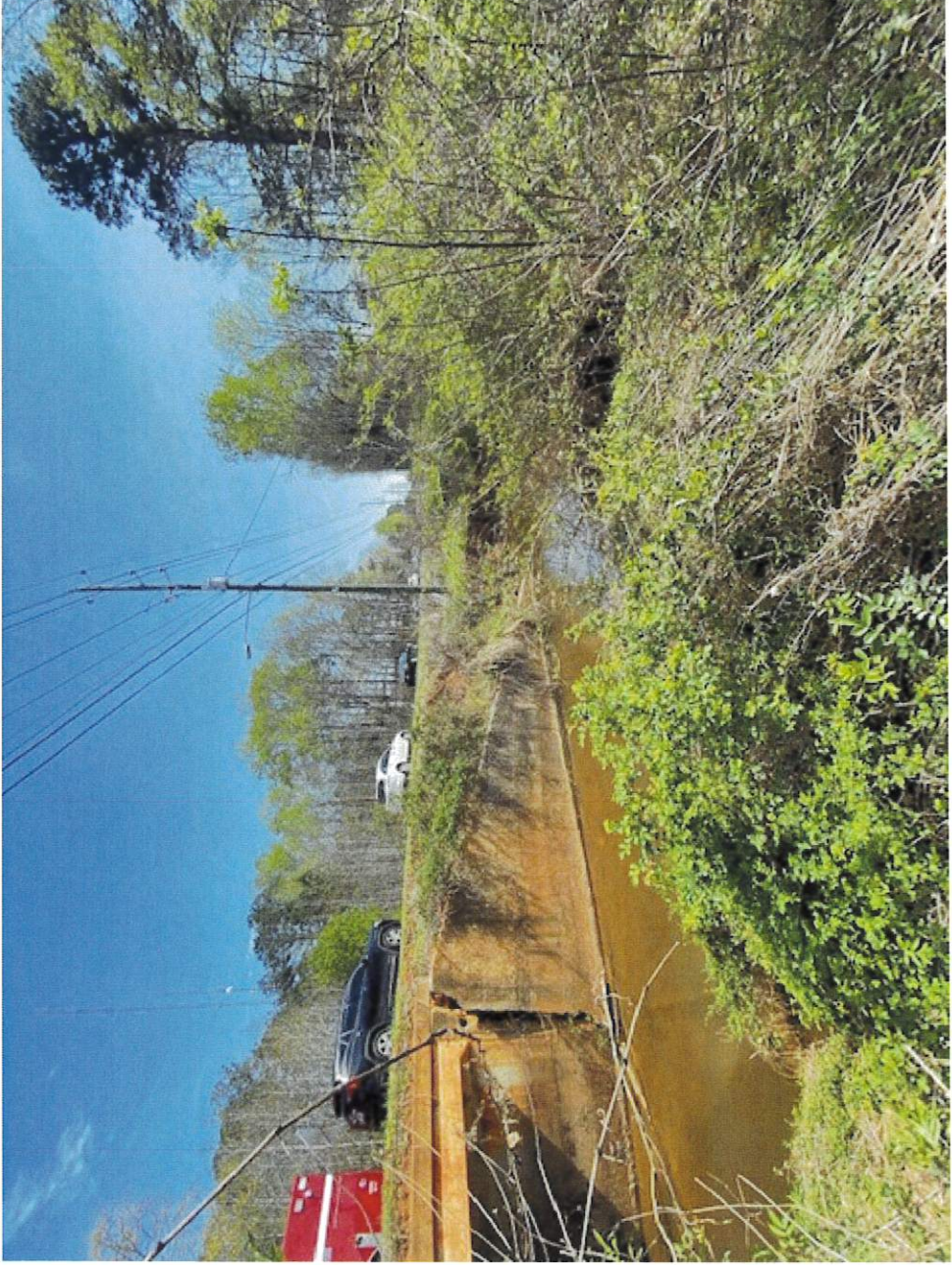
Please Print Name

715 Industrial Blvd Culvert Repair

City of McDonough









Henry County Watershed Walk Results

Henry County Watershed Protection Plan
3 Annual Stream Walk Results

Stream Crossing	Condition	Photo
4	Fair Two 8-foot wide box culverts on I-75 facing upstream. Bottom of boxes is covered with sediment above the stream bed potentially affecting fish passage.	
5	Poor Bridge Crossing over Camp Creek on Industrial Boulevard. The structure's integrity of the wingwall has been compromised and may pose a safety hazard to the public. It appears that the soil behind the cracked structure may collapse in the near future, possibly affecting the integrity of the public road.	
		



Heath & Lineback

2390 CANTON ROAD, BUILDING 2003, MARIETTA, GEORGIA 30066-5393
heath@heathlineback.com a phone 770-424-1688

March 27 2023

Sent Via E-Mail

Mr Brandon Williams
Storm Water Supervisor
City of McDonough
305 Racetrack Road McDonough GA 30253

RE P2023027 Cost Proposal for Inspection and Engineering Services
715 Industrial Blvd Culvert Repair City of McDonough

Dear Mr. Williams,

Heath & Lineback (H&L) is pleased to provide you with our fee estimate providing engineering services required for the inspection and emergency culvert repair on Industrial Boulevard at Camp Creek for the City of McDonough. H&L has provided inspection assessment and bridge rehabilitation services for Georgia Department of Transportation MARTA and numerous Private Owners & Local Municipalities including the City of Atlanta Cobb County and City of Woodstock.

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- Work does not include the following:
 - o Construction Inspection Services or
 - o Shop drawing review.

B.

The fee for Phase 1 is a lump sum of \$ 5,750.00

The fee for Phase 2 is a lump sum of \$ 27,500.00

Heath & Lineback

Total Cost \$3325000

Additional services can be provided per your request at a cost plus rate

C

Inspection will be completed within 3 weeks of Notice to Proceed. The rehabilitation plans and specification will be completed within 6 weeks of completion of inspection and approval of findings report by the City.

D. Performance of work

The proposal is based on the project continuing expeditiously

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the ~~care~~ ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied under this Agreement or otherwise in connection with Engineer's services other than that it will meet the above standard of care.

Engineer may use or rely upon the design services of others including, but not limited to, contractors, manufacturers and suppliers. For the inspection services of this bridge structure, Engineer is responsible for the fees associated with the third-party services.

E. Authorization

Service is authorized and Notice to Proceed is assumed immediate upon your authorization signature and return of this letter.

Sincerely yours,



Randy Boykin, PE
Sr. Engineer, Bridge Maintenance Dept. Manager
Heath & Lineback



W. Allen Krivsky, PE
Sr. Vice President, COO

Authorized by

Sign Here

Date

Please Print Name

P2023027 PROPOSAL

AGENDA ITEM SUMMARY
April 17, 2023 City Council Meeting
Item Number: 10



Presented by: Deborah Upshaw

Department: Finance

ITEM SUMMARY:

Adoption of City of McDonough Procurement Policy

SPECIAL CONSIDERATIONS OR CONCERNS:

None.

STAFF RECOMMENDATION:

Adoption of the Procurement Policy for the City of McDonough.

FINANCIAL IMPACT:

The purpose of this policy is to state the City's position regarding the purchasing responsibility and authority of non-construction goods and services.

FUNDING SOURCE:

N/A

ATTACHMENTS:

Proposed Procurement Policy

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☒ No

City of McDonough

Financial Management Policies

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Purchasing Policy





Purchasing Policy

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Purchasing Policy

PURCHASING POLICY

I. Purpose

The purpose of this policy is to state the City's position regarding the purchasing responsibility and authority of non-construction Goods and Services. This document will clarify purchasing functions and outline purchasing policies, as well as describe departmental relationships, responsibilities and participation in the procurement cycle. This policy will provide control functions, assure proper record keeping and confirm purchases in writing to allow the City to meet the following goals:

- A. Maintain at all times and under all conditions a continuous supply of Goods and Services necessary for the operation of the City;
- B. Encourage and promote fair and equal opportunity for all persons doing, or seeking to do, business with the City;
- C. Safeguard the quality and integrity of the City's procurement process;
- D. Ensure compliance with laws and regulations pertaining to the procurement of Goods and Services;
- E. Manage procurement and inventories of purchased Goods to meet the use requirements of City departments at the most advantageous cost to the City;
- F. Administer procurement contracts and contract amendments;
- G. Properly dispose of all material and equipment declared to be surplus or obsolete; and
- H. Ensure the City provides quality service to our citizens and support the largest economic engine in the Southeast by planning in a careful and thoughtful manner.

In addition, this policy is to set a standard of environmentally preferable procurement and demonstrate the City's commitment to environmental, economic, and social stewardship. The City of McDonough has a unique opportunity to further expand its leadership in the area of environmentally preferable purchasing, and through its actions, elicit changes in the marketplace. By further incorporating environmental considerations into public purchasing, the City of McDonough will positively impact human health and the environment, remove unnecessary hazards from its operations, reduce costs and liabilities, and improve the environmental quality of the region. This policy will guide the City's efforts in procuring environmentally preferable Goods and Services.

The philosophy behind this policy is one of separating the need for Goods and Services from the function of negotiation and executing the necessary contractual purchase agreement.

The Purchasing Policy outlined herein shall be used in conjunction with the Procurement Card Procedure Manual.



Purchasing Policy

II. Scope

The scope of this purchasing policy covers the procurement of most Goods and Services for non-construction purposes without regard to the past method by which the material or service has been or is customarily procured. The policy covers all contractual and purchase agreements between the City of McDonough and another Person. The procurement function includes the initial agreement/purchase, changes and/or re-negotiations. This policy establishes the specific responsibility and authority of the procurement of materials and services.

The provisions of this policy do not apply to procurements for the following:

- A. Public works construction contracts to the extent governed by O.C.G.A. §36-91-1 et seq.
- B. Services and construction whose procurement falls under a conflicting federal or Georgia statute;
- C. Land, artistic work, or other good whose inherent nature is unique and cannot be competitively compared to other goods within its class, except as provided in section VIII. Real Estate Acquisition;
- D. Employee Benefits and health related services procured through a quotation and negotiating process conducted by an expert in the field, or to maintain continuity of employee-health records;
- E. Travel, entertainment, [conferences, training, speakers, instructors, facilitators, and meeting expenses](#), or other expenditures covered by another City policy;
- F. Insurance procured through a negotiating process;
- G. Items or services procured for resale or to generate a revenue;
- H. Advertising;
- I. Subscriptions and dues established during the budget process;
- J. Utilities; and
- K. [Seized Property included in a court order authorizing disposal.](#)



Purchasing Policy

III. Definitions

When used in this policy, the following words, terms and phrases, and their derivations, shall be the meaning ascribed to them in this section, except where the context clearly indicates a different meaning,

- A. **ADDENDUM** means a change, clarification or correction in the Solicitation Documents, prior to the award of a Contract.
- B. **AMENDMENT** means an agreed upon addition to, deletion from, correction or modification of a Contract.
- C. **ANNUAL CONTRACT** means an agreement or Contract, typically for a specified duration, between a supplier and the City, to furnish Goods or Services usually of an indefinite quantity and delivery schedule, at unit prices provided for under the terms of the Contract. Also known as a term contract, annual agreement or requirements contract.
- D. **AGENT** means an Official, Employee, contracted or subcontracted Person who is authorized to act on behalf of the City of McDonough and represent their interests.
- E. **APPEAL** means a specific written objection by an interested Person to a Request for Qualifications, a Request for Quotations, an Invitation for Bid, an Invitation to Negotiate, a Request for proposal, or an award or proposed award of a Contract, with the intention of receiving a remedial result.
- F. **AVAILABLE LOCALLY** means that one or more Persons within the City or immediate surrounding areas are able to provide Goods and Services in a timely manner, and in sufficient quantity and quality to meet a specific need.
- G. **BID / PROPOSAL BOND** means a form of bid security executed by the Bidder (or Proposer) as principal and by a Surety, to guarantee that the Bidder (or Proposer) will enter into a Contract within the time specified in the Invitation for Bid or Request for proposals, and will furnish the necessary bonds and insurance, and meet any other requirements of those documents.
- H. **BIDDER** means a person or entity submitting a bid or quote to the City for the supply of Goods or Services.
- I. **BUYING COOPERATIVE OR ALLIANCE** means a group of public entity purchasers organized for the purpose of creating contracts or pricing agreements in order to take advantage of group or quantity buying discounts or special pricing from which members of the group can benefit.
- J. **CAPITAL EXPENDITURE ITEM** is defined, established and modified from time to time within the Capital Assets Policies. Capital Expenditure Items generally have a normal life expectancy of three years or more, are a complete entity within themselves are



Purchasing Policy

distinguished from components, and require approvals as discussed in the Capital Asset Policies.

- K. CITY means the City of McDonough and, as the context warrants, those persons or bodies authorized to act on its behalf, including but not limited to the Council, Committees, and staff.
- L. CITY FINANCE DIRECTOR means the City Accountant [as described in the City Charter](#), his agent, or the [department head](#) of the City Finance Department, if such a department is in existence.
- M. COMPETITIVE AWARD means a procurement based upon the outcome of one of the competitive processes set forth in this Policy, where award is made based on the lowest quotation or Bid submitted by a responsible and responsive Bidder or to the most qualified or advantageous Proposer based on the qualitative and/or quantitative factors identified for the procurement. A Competitive Award can be made even if only a single bid or proposal has been received from a Bidder or Proposer who is determined to be responsible and responsive.
- N. CONSTRUCTION means the process of building, altering, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. The term "Construction" does not include the routine operation, repair and/or maintenance of existing structures, buildings or real property.
- O. CONTRACT means all types of City agreements for the purchase or disposal of Goods, Services, or Professional Services regardless of what they may be called, including contracts for a fixed price, cost plus a fixed fee, incentive contracts, and contracts providing for the issuance of job or task orders, leases, letter contracts and purchase orders. Contracts also include amendments, modifications and supplemental agreements with respect to any of the foregoing. Every Contract must be duly authorized and approved prior to execution.
- P. CONTINUING PURCHASE CONTRACT means a Contract procured under this policy with one or more Vendors based on general specifications and/or scope of work, for which award of specific scopes of work is intended periodically during the Contract term as the need arises. Pricing and/or rates may be defined in the original Contract or by Amendment at the time that specific scopes of work are awarded.
- Q. CONTRACT EXTENSION means an Amendment to a Contract that includes an increase in the term of a Contract, for which no options to renew the Contract beyond the current expiration date exist.
- R. CONTRACT RENEWAL means an exercise of an approved, existing option to increase the term of a Contract. Options to renew a Contract are often done in annual increments.
- S. EMPLOYEE means an individual drawing a salary or wage from the City whether on a full-time or part-time basis. The term shall encompass all members of the Council



Purchasing Policy

without regard to whether or not such individuals are compensated. A contracted third party shall be considered as an "employee" for the purposes of this Policy only.

- T. EMERGENCY PROCUREMENT means any procurement of Goods or Services in the context of an Emergency.
- U. EMERGENCY means a situation that occurs suddenly and unexpectedly and demands immediate action to prevent delays which may vitally affect the health, safety or welfare of the public or City Employees and affects the continuation of services to the citizens, and/or serious loss or injury to the City. Emergency shall also mean a condition, malfunction, or occurrence in which the immediate procurement of an item (i.e. Good, Services, or Professional Service) is essential to comply with regulatory requirements.
- V. ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES means Goods and Services that have a lesser or reduced negative effect on human health and the environment when compared with competitive Goods and Services that serve the same purpose.
- W. GIFTS or FAVORS means anything of any service of value. Value shall be considered anything in excess of \$100.
- X. GOODS or COMMODITIES means supplies, apparatus, materials, equipment and other forms of tangible personal property used by a City department in the accomplishment of its responsibilities.
- Y. GOVERNING AUTHORITY means the City entity responsible for the Contract.
- Z. Informal Written Quotes (IWO) means all documents utilized for soliciting quotations for goods, services, or professional, in which award is made based on the lowest responsive and responsible quotation and in which award is made based on the lowest responsive and responsible quotation and in which the type or cost of the procurement does not require a more formal bid or proposal process.
- AA. INVITATION TO BID (ITB) means all documents utilized for soliciting bids, including those attached or incorporated by reference. These include a scope of work and all contractual terms and conditions applicable to the procurement. Bids are requested when requirements are clearly defined, price is the major determining factor for award, and a formal sealed submittal is required.
- BB. INVITATION TO NEGOTIATE (ITN) means documents used for soliciting competitive proposals in which negotiation of price and other factors is to commence after receipt of proposals and prior to recommendation of award. This process may be used when the scope of work is complex or difficult to define, if strict comparison of Services or Goods required may be difficult because components are likely to vary among Proposers or in any situation when it is in the City's best interest to negotiate prior to recommendation of award to obtain the Services or Goods that best meet the City's needs, price and other factors being considered.



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- CC. LATE BID/PROPOSAL means a Bid or proposal received after the time or date such bid or proposal was due, as stated in the Solicitation Documents.
- DD. LIFE CYCLE COST ASSESSMENT means the comprehensive accounting of the total cost of ownership, including initial costs, energy and operational costs, longevity and efficacy of service and disposal costs.
- EE. MULTIPLE AWARD SCHEDULE CONTRACT means a Contract based upon one solicitation awarded to two or more Vendors to supply Goods or Services.
- FF. NEGOTIATED AWARD means a procurement made as the result of negotiations between the City and a Supplier, such as a Sole Source Procurement or Single Source Procurement or another instance, including competitive Invitation to Negotiate, where a Contract award based on direct negotiations with a Supplier of Goods or Services is appropriate.
- GG. OFFICIAL means any elected or appointed person who holds office or serves in a position of public capacity.
- HH. ONLINE REVERSE AUCTION means a purchasing method wherein Bidders enter prices for items electronically, and their prices are displayed for other bidders to see with all Bidders given the opportunity to continually bid a lower price until the time period of the bid expires.
- II. ORDINANCE means related Administration Ordinance in Chapter 2, Article 7 of the City's Municipal Code.
- JJ. PAYMENT TERMS means the established due date for payments by the City to pay an invoice. Absent any agreement otherwise stated, the City's payment term will be Net 30.
- KK. PERFORMANCE BOND means a bond provided by a contractor/supplier in which a surety guarantees to the City that the Goods are delivered or the Services are performed in accordance with the Contract documents. A letter of credit issued by a financial institution that meets the City's requirements may, at the discretion of the City, be substituted for the performance bond.
- LL. PERSON means any business, entity, company, firm, individual, union, committee, club or other organization or group of individuals.
- MM. PRACTICABLE means satisfactory and within reason when considering price, performance, availability, compatibility with specified operation, and public safety.
- NN. PRE-QUALIFICATION means the part of a competitive procurement process in which the City determines, based on standards developed for a specified product or service, which interested Vendors meet those standards and are eligible for further consideration in the purchasing process.



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- OO. PRODUCT EVALUATION means the evaluation of a product to help determine its usefulness in meeting the City requirement or specification.
- PP. PROFESSIONAL SERVICES means services rendered by an independent contracting individual or firm having expertise in a particular industry or subject matter due to specialized education, training, licensure or skill, and consisting primarily of advice reports, conclusions, recommendations or other outputs resulting from the time and effort of the service provider, as opposed to the acquisition of specific commodities, or of services not requiring any specialized education, licensing, training or skill (e.g. janitorial services). Professional Services include but are not limited to evaluations, consultations, management systems, management consulting, compiling statistical data, support of planning and operating activities, appraisal services, and research and development studies or reports.
- QQ. PROPOSER means a Person submitting a proposal or qualifications to the City for the supply of Goods, Services, or Professional Services.
- RR. PURCHASE ORDER means a document approved and issued by the Purchasing Agent or designee and accepted by the Vendor to obtain Goods, Commodities and Services.
- SS. PURCHASING is the process of securing materials, services, repairs, leases and rentals necessary for the operation and support of the City. The renewal, renegotiations and changes to Contracts, leases and agreements are functions of purchasing.
- TT. PURCHASING AGENT means the principal purchasing official of the City of McDonough pursuant to Chapter 2, Article 7 of the City's Municipal Code who is authorized and appointed to purchase a range of Goods, Services, or Professional Services on a routine basis.
- UU. REQUEST FOR PROPOSALS (RFP) means all documents utilized for soliciting proposals for Goods, Services, or Professional Services, including those attached or incorporated by reference. These include a scope of work and all contractual terms and conditions applicable to the procurement. This method is used when factors in addition to price are considered for award.
- VV. REQUEST FOR QUALIFICATIONS (RFQ) means all documents utilized for soliciting qualifications for Goods, Services, or Professional Services.
- WW. REQUISITION means an internal document, provided by a department to the Purchasing Agent that contains the fund source, approvals, descriptions, quantities and other information about the Goods, Services, or Professional Services in order to proceed with the procurement. The Requisition becomes valid when properly completed and approved.
- XX. RESPONSIBLE BIDDER OR PROPOSER means a Person, who, in the exclusive judgment of the City, (a) has the capability in all respects to fully perform the



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Contract requirements; and (b) the integrity, experience, qualification, and reliability which assures good faith performance.

- YY. RESPONSIVE BIDDER OR PROPOSER means a Person, who, in the exclusive judgment of the City, has submitted a bid or proposal that conforms in all material respects to the Solicitation Documents.
- ZZ. SERVICES mean any performance of effort or labor, for which the City has contracted other than Professional Services or services classified as construction. Services include, but are not limited to, janitorial, landscaping, and street striping.
- AAA. SHORTLISTING means the part of a competitive procurement process in which the City determines, based on criteria developed for a specified Good, Service, or Professional Service which of the interested Vendors are the best qualified to be eligible for further consideration in the purchasing process.
- BBB. SINGLE-SOURCE PROCUREMENT means identifying and using, without first completing a competitive process, one source for Goods or Services among others in a competitive marketplace, which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling a given Purchasing need of the City.
- CCC. SOLE-SOURCE PROCUREMENT means identifying and using, without first completing a competitive process, one source for Goods or Services, when that source is the only one available that can fulfill a given Purchasing need of the City.
- DDD. SOLICITATION DOCUMENTS means an Invitation for Bids, Request for proposals, Request for Qualifications, Request for Quotations, or an Invitation to Negotiate including all of the associated forms and documents of each solicitation, or any other types of documents used by the City to procure Goods, Services, or Professional Services.
- EEE. SPECIFICATION OR SCOPE OF WORK means any description of the physical or functional characteristics, or of the nature of Goods, Services, or Professional Services. Specifications or Scope of Work may include any function and other criteria that will be required to perform the work and a description of any requirement for inspection, testing, or delivery.
- FFF. SUPPLIER, MERCHANT OR VENDOR means a Person currently supplying or in the business of supplying Goods, Services, or Professional Services.
- GGG. SURETY means an organization who, for a consideration, promises in writing to make good the debt or default of another organization. The Surety must be satisfactory to the City and licensed to do business in Georgia.
- HHH. THE USING DEPARTMENT/DIVISION (User) is defined as the department which has the authority and responsibility for determining the need for an item or service, its related specifications, and need date. The User is responsible for funding the need and advising Purchasing of the approved funding and the specific budget account



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number. The User is responsible for authorizing the purchases of all materials, services, repairs, leases and rentals in which the negotiated price exceeds the approved funding.



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IV. Ethics in Procurement

Each person involved in the procurement process must adhere to a high standard of ethics. Each will be bound by the ethics provision in the Code of Conduct as adopted by the city of McDonough.

A. Employee Conflict of Interest

It shall be unethical for any City of McDonough Employee, Official or Agent to transact any business or participate directly or indirectly in a procurement Contract when the Employee or Official knows that:

1. The Employee, Official or Agent or any member of the Employee, Official or Agent's immediate family has a substantial interest or financial interest pertaining to the procurement Contract, except that the purchase of Goods and Services from businesses which a member of the City Council or other City of McDonough Employee has a financial interest is authorized as per O.C.G.A. § 36-1-14, or the procurement Contract is awarded pursuant to O.C.G.A. § 45-10-22 and § 45-10-24, or the transaction is excepted from said restrictions by O.C.G.A. § 45-10-25, interpreting such statutes as if they were applicable to a municipality.
2. Any other person, business or organization with whom the Employee, Official, Agent or any member of an Employee, Official or Agent's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement Contract.
3. An Employee, Official, Agent or any member of an Employee, Official or Agent's immediate family who holds a substantial interest or financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that substantial interest or financial interest.

All Vendors may be asked to sign a disclosure document indicating any connection to or with a City of McDonough Employee or Elected Official.

B. Gratuities, Rebates or Kickbacks

1. Gratuities. It shall be unethical for any person to offer, give, or agree to give any City of McDonough Employee, Official or Agent, or for any City of McDonough Employee, Official or Agent to solicit, demand, accept, or agree to accept from another person, a gratuity, rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or



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routinely offered to all customers for the purchase of their Goods and Services are acceptable and are the property of the City of McDonough.

Nothing in this section shall preclude an Official, Employee or Agent of the City from attending seminars, courses, lectures, briefings, or similar functions at any Vendor's facility or at any other place if any such seminar, course, lecture, briefing, or similar function is for the purpose of furnishing the Official, Employee, or Agent with knowledge and information relative to the Vendor's products or services and is one which the City Administrator determines would be of benefit to the City.

In connection with any such seminar, course, lecture, briefing, or similar function, nothing shall preclude the Official, Employee, or Agent from receiving meals from a Vendor. Nothing in this section shall preclude the Official, Employee, or Agent from receiving educational materials and business related items of not more than nominal value from a Vendor.

Nothing contained in this section shall permit the Official, Employee, or Agent to accept free travel from the Vendor outside the state of Georgia or free lodging in or out of the state of Georgia.

2. Kickbacks and Rebates. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a Contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract or order.
3. Contract Clause. The prohibition against gratuities, rebates and kickbacks prescribed in this Section shall be conspicuously set forth in every Contract and Solicitation Documents therefore.
4. Courtesies. Employees may accept for themselves and members of their families common courtesies usually associated with customary business practices so long as a strict standard is enforced with respect to gifts, services, discounts, entertainment or consideration of any kind from suppliers of merchandise, services, supplies, etc. to the City of McDonough. An example of a common courtesy is free pens or notepads with the Vendor's name on them.
5. Cash. It is never permissible for a City of McDonough Official, Employee or Agent to accept a gift in cash, cash equivalents, stocks or other forms of marketable securities of any amount.

C. Prohibition Against Contingent Fees

It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a City of McDonough Contract upon any agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.



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D. Use of Confidential Information

It shall be unethical for any City of McDonough Employee, Official or Agent knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

E. Unauthorized Purchases

No purchases of Goods and Services shall be made in the name of the City of McDonough or one of its departments, except such as is required for official use by the City of McDonough or one of its departments. Purchases in the name of the City of McDonough or a department for personal use by an individual or for other than official use are prohibited, and no City of McDonough funds will be expended or advanced therefore.

F. Penalties and Sanctions

1. Legal or disciplinary action by City Council. The City Council may take appropriate legal and/or disciplinary actions pursuant to the City's Ethics Ordinance against any City of McDonough Official or Person in violation of these ethical standards for any Employee under their direct supervision and control subject to the appropriate appeals process of the City of McDonough.
2. Legal or disciplinary action by City of McDonough City Administrator. The City of McDonough City Administrator may take authorized and appropriate legal and/or disciplinary actions, including dismissal, against any City of McDonough Employee.
3. Administrative penalties for Employees. The City of McDonough City Administrator may impose any one or more of the following penalties or sanctions on a City of McDonough Employee for violations of the ethical standards in this Section as appropriate to the situation, subject to the Personnel Manual or other appropriate appeals procedures:
 - a) Oral or written warnings or reprimands.
 - b) Suspensions with or without pay for specified periods of time.
 - c) Termination of employment.
4. Administrative penalties for outside contractors/Vendors. The City of McDonough may impose any one or more of the following penalties or sanctions on a Vendor or other Person or organization for violations of these ethical standards:
 - a) Written warnings or reprimands.
 - b) Termination of Contracts.
 - c) Debarment or suspension.



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G. Disclaimer of Responsibility for Improper Purchasing

The City may disclaim responsibility and liability for any purchase, expenditure, or agreement for expenditure arising from a procurement made in its name, or in the name of any governmental body under its authority, by an unauthorized person or any person acting outside this Policy or the authorization or delegation as provided in this Policy. The expense of any such disclaimed transaction will become the personal liability of the individual who acted improperly.

H. Vendor Contact During Open Solicitations

Persons seeking an award of a City of McDonough contract may not initiate or continue any verbal or written communications regarding a solicitation with any Official, Employee or other City representative other than the Purchasing Agent named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award. The City Administrator or designee will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

V. **Responsibility**

A. Purchasing Agent

The City Council may appoint the City Administrator, or said Agent appointed by the City Administrator, to serve as the Purchasing Agent for the City, or the Council may contract with an independent third party to serve as the Purchasing Agent (per City Code Chapter 2, Article 7, Section 2).

DUTIES: The Purchasing Agent shall have the following duties and powers:

1. Arrange and negotiate the purchase or Contract for all equipment, supplies and contractual services for the City or any using agency; arrange and negotiate for the sale or otherwise dispose of all surplus equipment and supplies or real estate of the City or any using agency.
2. Maintain a perpetual or periodic inventory record of all materials, supplies, software, or equipment stored in city storerooms, warehouses, and elsewhere, including monthly reports to the Finance Director that include:
 - a) Titles of all [formal solicitations](#) and the method of source selections to be used.



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- b) Contracts authorized by the City Council, the method of source selection used and the total dollar amount.
 - c) Emergency Contracts awarded pursuant to Municipal Code.
 - d) Change orders or Contract modifications authorized by the Council and the dollar amount and reason.
 - e) Change orders or Contract modifications authorized by the Purchasing Agent and the dollar amount and reason.
 - f) Explanation of any changes, and the costs involved, in the scope of services made between the time a Contract is awarded and the time that the Contract is authorized by the City Council.
 - g) Documentation of the types, quantities, and dollar amounts of environmentally preferable Goods (including the percentage of post-consumer and total recovered material content) and Services purchased. The report shall also include dollar amounts of non-environmental or conventional Goods and Services, identify and discuss instances where this policy is waived or its requirements found impracticable, and highlight barriers to the procurement of environmentally preferable Goods and Services, if applicable.
- 3. Manage and supervise purchasing staff.
 - 4. Control and supervise all City storerooms and warehouses.
 - 5. Develop and maintain a purchasing policy and procedures manual which will be updated by City Administrator (or their designee) periodically.
 - 6. Establish guidelines, within the purchasing policy and procedures manual, governing the review and approval of specifications for procurement of Goods and Services based on recyclability, energy and water conservation, life cycle cost, and other environmental considerations.
 - 7. Direct efforts to procure Goods and Services through advertisements of bids in the local legal organ as required by the City's Municipal Code and by State law.
 - 8. Require bonds, insurance and other forms of protection for the City on the process of procuring Goods and Services for the City.
 - 9. Terminate solicitations for bids for any Good(s) or Service(s) when, in the opinion of the Purchasing Agent, it is in the City's best interest to do so.
 - 10. Reject any and all bids, when in the opinion of the Purchasing Agent it is in the City's best interest to do so.



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11. Consult with the City Attorney if a contracting party breaches or is reasonably anticipated to breach its Contract with the City.
12. Assist in negotiating City Contracts, as directed. The City Council shall approve final Contracts and Amendments valued at \$50,000 and above and execute and bind the City to such agreements. (For example, if a \$40,000 contract was previously approved and a subsequent amendment of \$15,000 is proposed, such amendment would require Council approval.) Contracts and amendments (in the aggregate) valued at less than \$50,000 shall be approved and signed by the City Administrator or designee.
13. Advise the Finance Director and City Administrator on the status of negotiations, as well as Contract provisions and their impacts on the City.
14. Make recommendations on Contract approval, rejection, amendment, renewal and cancellation.
15. Provide Contract administration and supervision of Contracts, as directed by the City Administrator. Such tasks shall include, but not be limited to, monitoring Contract Amendments, obtaining applicable insurance certificates and monitoring applicable progress.
16. Plan and implement processes for the ongoing protection of the City's interests.
17. Recommend and implement policies and procedures to provide for compliance with laws related to bidding, Contracting and Purchasing as set forth in the State of Georgia Code and Regulations, by examining the applicable laws and developing procedures for bidding, Contracting and procurement processes.
18. Ensure all Contracts are reviewed by the City Attorney as required by Section 3.08 of the City Charter.
19. Ensure Council is ~~formally~~ notified as soon as reasonably possible of all upcoming and active competitive procurements.
20. Ensure all ~~non-competitive~~ procurements over \$50,000 have Council approval.

B. Using Department/Division (User)

1. Determine Need: The User is responsible for determining the need for a material or service and providing appropriate documentation & justification, including a purchase requisition.
2. Determine Funding: The User is responsible for providing proper funding. Specific budget account numbers must be on the purchase requisition.



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3. Determine Specifications: The User is responsible for determining the quantity, quality, dimensions, duration and all other necessary specifications essential to the determination of what is to be procured. The specifications must, where applicable, conform to the approved City standards for identity and continuity.
4. Purchase Requisition: It is imperative that the User transmits its need to the Purchasing Agent. The Purchasing Agent can only purchase supplies and services on the basis of an approved and completed Requisition. A properly approved Requisition contains, as a minimum, the following information:
 - a) Complete description and specifications.
 - b) Quantity.
 - c) Need date (lead time of at least one week, must be allowed).
 - d) Estimated cost.
 - e) Freight.
 - f) Complete budget account number.
 - g) Previous purchase information or quotation (if known).
 - h) Known or suggested Vendor(s).
 - i) Authorized approval of department head and division head.
 - j) Authorized approval from the Budget/Finance Department.
5. Acceptance of Procured Item or Service: The User is responsible for advising the Purchasing Office within 24 hours after receipt or within 48 hours if the items or services are found to be unsatisfactory. This is to be done in writing on a Receiving Report.

VI. Environmentally Preferable Goods and Services

In determining which Goods and Services to purchase, the City shall procure Goods and Services which contain, whenever practicable, the highest percentage of post-consumer recovered material, the highest percentage of total recovered material available in the marketplace, and reduce waste in the manufacture and use of products and packaging purchased by the City.

In determining which Goods and Services to purchase, the City shall integrate environmental factors into the City's procurement decisions, when practicable. At a minimum, the City shall:

1. Purchase copy, computer, and fax paper with at least 30 percent post consumer recycled content;



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2. Purchase non-emergency fleet vehicles that provide the best available net reduction in vehicle fleet emissions, including but not limited to the purchase of alternative fueled and hybrid vehicles;
3. Consider purchasing lower emission emergency fleet vehicles with comparable specifications for performance, safety, and fuel availability during emergencies as conventionally-powered emergency fleet vehicles;
4. Purchase at least Energy Star rated equipment and appliances for use in local government facilities when practicable based upon considerations of Life Cycle Costs;
5. Purchase water-saving products, including WaterSense labeled, whenever practicable, including but not limited to, high performance fixtures such as toilets (1.28 gallons per flush or less), urinals (0.5 gallons per flush or less), low-flow faucets (1.5 gallons per minute or less), aerators, and upgraded high-efficiency irrigation systems;
6. Replace disposable with re-usable, recyclable, or compostable Goods;
7. Consider Life Cycle Cost Assessment; and
8. Evaluate, as appropriate, the environmental performance of Vendors in providing Goods and Services.

This analysis to determine environmentally preferable Goods and Services may include raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, disposal of products, or service delivery.

Specifically, factors that should be considered when determining that Goods or Service have environmentally preferable attributes include, but are not limited to:

1. Minimization of virgin material used in Goods or Service life cycle;
2. Maximization of recycled materials used in Goods or Service life cycle;
3. Life cycle economics of Goods and Services;
4. Reuse of existing Goods or materials in Goods or Service life cycle;
5. Recyclability, biodegradability and compostability of Goods;
6. Minimization of packaging;
7. Reduction of energy and fuel consumption;
8. Reduction of water consumption;



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9. Toxicity reduction or elimination;
10. Durability and maintenance requirements; and
11. Ultimate disposal of the Goods.

VII. Competitive Procurements

Request for Informal Written Quotes(IWQ)

Request for Informal Written Quotes are prepared and issued with the goal of obtaining competitive responses.

Public notice is posted on the Purchasing Agent's Internet Web Page for all Requests for Quotations in which the value is expected to exceed \$10,000. Additional public notice may be provided for solicitations that, in the sole discretion of the City, are of the size, type, or dollar value that make additional public notice appropriate.

Quotations are opened by the Purchasing Agent at the location indicated and on or after the due date indicated in the Request for Quotations. A split or partial quotation may be awarded, if a Request for Quotations is for multiple Goods or Services, more than one Vendor provides a quotation that meets the specifications for the items, and a price comparison can be made between the items quoted. The award may be split between more than one Vendor by awarding to the lowest cost provider of each item or reasonable grouping of items if acquisition, delivery, and other requirements can be reasonably administered. A Split or Partial Quotation Award shall not be used under the following conditions:

- a) When the solicitation is for an integrated system and the split of the award between components or parts of that system would jeopardize performance; or
- b) If the item is part of a system and the performance of that system would be jeopardized if another brand was substituted.

Tie quotations are handled in the same way as tie bids.

A. Invitation to Bids

Invitation to Bids (IFB) are prepared and issued to prospective Bidders, with the goal of obtaining competitive responses.

Public notice (such as publication in a newspaper of general circulation or posting on the Purchasing Agent's Internet Web page) of the IFB must be given a minimum of fourteen (14) calendar days prior to the date set for bid opening, unless it can be demonstrated that an urgent requirement for Goods or Services exists, in which instance, the requirement for public notice may be reduced by the Purchasing Agent.



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Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. All relevant information, including each Bid amount and Bidder's name, will be recorded on a summary sheet.

Split or partial bid awards may be awarded with the same guidelines and restrictions as those provided for split or partial quotation awards.

Tie Bids: In the event two or more identical bids are received, the following procedure will be used when the basis of award is low bid:

- a) To the extent permitted by law, a tie Bidder from a Person within the city limits of McDonough would be recommended to the appropriate approving authority for an award over one without an office in the City. A Person within the state of Georgia would be recommended to the appropriate approving authority for an award over one without an office in Georgia.
- b) If the procedures in (a) above does not result in an award, then, the tie Bidders will be contacted and advised of the tie and asked if they wish to reduce their bid in writing submitted in a sealed envelope to be opened at the time and place stated by City staff. If one or more of the tied Bidders agrees to participate, award will be made to the new low bid. If none of the tied Bidders agree to participate or if the new bids are tied, then City staff shall break the tie by following the procedures described below, as necessary.
- c) If the procedures in (a) and (b) above do not result in an award, then, to the extent permitted by law, a tie Bidder deemed in the City's sole discretion to provide the most environmentally preferable Goods would be recommended to the appropriate approving authority for an award over one deemed environmentally inferior.
- d) If the procedures above do not result in an award, then, the Purchasing Agent in the presence of two or more witnesses will flip a coin. Award will be recommended to the appropriate approving authority.

Correction or withdrawal of inadvertently erroneous bids is permitted [in accordance to the terms indicated within the ITB](#). However, minor irregularities may be waived by the City. No bid may be withdrawn for a period of ninety (90) days after the time scheduled for bid opening, or as otherwise stated in the Invitation for Bids.

Late bids will be rejected and returned unopened.

Bids will be evaluated based on the evaluation factors set forth in the Invitation for Bid, which may include criteria to determine acceptability of Goods (for example, inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose). Criteria for the acceptability of Goods shall be used to determine whether particular Goods are responsive to the Invitation for Bids, and not to determine the relative desirability between acceptable Goods. The City reserves the right to waive



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any informalities or irregularities of bids, to request clarification of information submitted in any bid, to further negotiate with the Responsive and Responsible Bidder selected for Contract award, or to reject any or all bids for any reason whatsoever.

If no Responsive and Responsible Bids are received or all bids are rejected, the City may procure such Goods and Services by direct negotiation as indicated below in Non-Competitive Procurement of Goods and Services.

The Bid will be awarded, if an award is made, to the Responsive and Responsible Bidder offering the lowest price whose bid meets the requirements and criteria set forth in the Invitation for Bid. The Bid may require a Contract.

B. Request for Proposals (RFP)

When the Purchasing Agent determines the use of an Invitation for Bids is not practical or not advantageous because of existing market conditions or the type of items required, the City may procure Goods, Services, or Professional Services through receipt of competitive sealed proposals. Competitive sealed proposals are solicited through the use of an RFP, with the goal of obtaining competitive responses.

Public notice of the RFP shall be given in the same manner as the procurement described in section VII, sub-section A of this policy.

Proposals shall be opened publicly by the Purchasing Agent, in the presence of one or more witnesses at the time and place designated in the RFP. A register of proposals is prepared that lists each Proposer's name. Interested persons shall have access to information regarding procurement transactions of the City of McDonough in accordance with City policy and the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq.

All meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. By submission to the City, Proposers waive any declaration the entire response any solicitation to be proprietary information. The Proposer shall designate in the smallest increments possible, that part of the qualifications which is deemed to be proprietary. Proposals and all related correspondence are governed by the Georgia Open Records Act and shall be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor proposals unless provided for under the open records law and clearly marked as proprietary by the proposer. In the event the Proposer deems certain information to be exempt from the disclosure requirements, the Proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Proposer's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City's sole discretion.



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Correction or withdrawal of proposals is permitted [in accordance with instructions contained within the RFP](#). No proposal may be withdrawn for a period of ninety (90) days after the time scheduled for proposal opening, or as otherwise stated in the RFP.

Late proposals will be rejected and returned unopened.

The RFP will identify the criteria to be considered and evaluated as the basis of award.

Proposals submitted by Responsible and Responsive Proposers are evaluated by City staff based upon the criteria applicable to the RFP. All proposals (or the most acceptable proposals in the discretion of the committee evaluating proposals) will be ranked in order of their acceptability to the City, giving consideration to the criteria. The City has no obligation to award the Contract to the Proposer who proposes the lowest price.

The City reserves the right to waive any informalities or irregularities of proposals, to request clarification of information submitted in any proposal, to further negotiate with a Responsive and Responsible Proposer who has been selected for Contract award, or to reject any or all proposals for any reason whatsoever.

The Contract award will be awarded, if award is made, by the City to the Responsive and Responsible Proposer whose proposal is determined, in the City's exclusive discretion, to be the most advantageous to the City, taking into consideration price, qualifications, and other factors as indicated in the RFP. The RFP will contain the basis on which the award is to be made.

If no Responsive and Responsible proposals are received or all proposals are rejected, the City may procure such Goods, Services, and Professional Services by direct negotiation as indicated below in Non-Competitive Procurement of Goods and Services.

C. [Request for Qualifications](#)

Requests for Qualifications (RQ) may be used when it is determined to be in the City's best interest to evaluate the experience and qualifications of a Service provider, without regard to price or prior to considering price.

The procedure for soliciting, opening and evaluating statements of qualifications shall be the same as described herein for competitive sealed proposals. Service providers whose qualifications meet the criteria established in the Request for Qualifications, at the sole discretion of the City, may be considered for Contract award by participation in the completion price negotiation. [The City shall attempt to negotiate a fee with the highest ranked firm. If no agreement is reached, the City shall begin negotiations with the next highest ranked firm. Negotiations will proceed in this manner until an agreement is reached.](#) Alternatively, the City may, by Direct Negotiation, finalize terms with service providers who are selected for award based on qualifications. The City reserves the right to reject any or all responses for any reason. Clarification of information may be requested by the City.



Purchasing Policy

D. Invitation to Negotiate

An Invitation to Negotiate (ITN) may be used when the City determines it is in its best interest to commence negotiation of price and other factors prior to recommendation of award, and it is approved by the City Administrator. An ITN may be used for Goods or Services when the scope of work is complex or difficult to define, if strict comparison of Services or Goods required may be difficult because components are likely to vary among Proposers, or in any situation in which it is in the City's best interest to negotiate prior to recommendation of award to obtain the product that best meets the City's needs, price and other factors being considered.

The procedure for soliciting and opening initial responses to an Invitation to Negotiate (ITN) shall be the same as described herein for competitive, sealed proposals.

The ITN will identify the criteria to be considered during the evaluation of proposals. All Responsive and Responsible proposals submitted are evaluated based upon the criteria applicable to the ITN. Clarification of information submitted in the proposal may be requested. The City reserves the right to waive any informalities or irregularities of proposals, to request additional information from any Proposer, or to reject any or all responses for any reason whatsoever.

The City may, at its sole discretion, shortlist firms, that are deemed to best meet the City's requirements, taking into consideration all criteria listed in the ITN, including price. The City may, at its sole discretion, ask for formal presentations from all of the Responsive and Responsible Proposers, or only from those firms that are Short-listed, if Short-listing is determined to be in the best interest of the City. Negotiations will be conducted and may take place in person or via telephonic with all of the Proposers or, if Short-listing occurs, with all of the Short-listed Proposers. Proposers that participate in the negotiations may be given an opportunity to submit their best and final offers.

The Contract Award will be awarded, if an award is made, by the City to the Responsive and Responsible Proposer whose proposal is determined to be the most advantageous to the City, taking into consideration price and other factors as indicated in the ITN. The City has no obligation to award the Contract to the Proposer that submits the lowest price; though justification should be documented.

E. Multi-step Solicitation

The City may initiate one of the multi-step solicitation processes described below when: (a) in the City's discretion, it is impractical to prepare an adequate or complete description of the Goods or Services desired (due to insufficient data, uncertain requirements, unfamiliar market options, etc.), (b) the City desires to identify a field of qualified Bidders, Proposers, Goods or Services, out of a broader field of Bidders, Proposers, Goods or Services, or (c) the City believes a multi-step process would best serve its purposes.

1. Consecutive Multi-Step Process:



Purchasing Policy

- a) The City may request unpriced proposals or statements of qualifications to be evaluated based on the criteria in the RFP or the RFQ for purposes of identifying one or more desirable or acceptable Goods, Services, or Professional Services or for purposes of identifying a field of at least three (if possible and available) qualified or most qualified Bidders or Proposers. The City may request demonstrations, samples, or may conduct interviews with Proposers to aid in the identification of desirable or acceptable Goods, Services, or Professional Services or in the identification of qualified or most qualified Bidders or Proposers. In the event the City requests demonstrations or samples, the City is not required to seek or permit demonstrations or samples of Goods or Services deemed by the City to be less desirable or acceptable than other Goods or Services for which proposals or statements of qualifications were received. In the event the City conducts interviews with Proposers, the City is not required to interview any Proposer deemed by the City to be unqualified or less qualified than other Proposers.
- b) After identifying a field of most qualified Bidders or Proposers with the capability of providing the desirable or acceptable Goods, Services, or Professional Services, the City may either follow a Competitive Award solicitation process among the field of Vendors identified as having the capability to meet the City's requirements for the procurement or by direct negotiation as indicated below in Non-Competitive Procurement of Goods and Services.

2. Simultaneous Multi-Step Process:

- a) The City may request that priced proposals be submitted in two separate envelopes, with pricing information contained in one envelope and all other requested information contained in the other envelope. In such case, proposals will be evaluated in accordance with the requirements set forth in the RFP, initially without regard to price and without opening the envelope containing pricing information. Based on such evaluation, the City will establish a field of at least three (if possible and available) qualified or most qualified Proposers. The City may conduct interviews with Proposers to aid in the identification of qualified or most qualified Proposers. In the event the City conducts interviews with Proposers, the City is not required to interview any Proposers deemed by the City to be unqualified or less qualified than other Proposers.
- b) After establishing a field of qualified or most qualified Proposers, the City will open the pricing envelopes of only the qualified or most qualified Proposers, and evaluate such pricing information in the manner described in the RFP for purposes of recommending/making an award (e.g. most advantageous proposal, price and other factors considered or low price submitted by qualified Proposers). In the absence of specific instructions to the contrary in the RFP, pricing information will be evaluated together with all other information required by the RFP for purposes of selecting among



Purchasing Policy

the qualified field of Proposers the most advantageous proposal, price and other factors considered.

3. Multi-Step Process to Award Continuing Purchasing Contracts

- a) When it is in the best interest of the City to have pre-qualified, Continuing Purchasing Contracts because of the need to Provide quick-response, repetitive Services or a range of Services or Professional Services within a specific field of expertise, the City may use either a Consecutive or a Simultaneous Multi-Step Procurement Process to identify one or more Continuing Contractors. The purpose is to identify one or more Continuing Contractors that demonstrate the ability to perform a particular type of Service during a specified Contract period.
- b) Contract award - The multi-step solicitation shall specify the general types of Services required, the selection process to be used, and the selection criteria for award of the Continuing Contract(s).
- c) Award of a specific scope of work to a Continuing Contractor - During the term of the Continuing Contract(s), specific scopes of work may be developed and awarded to Continuing Contractor(s), by Amendment to such Continuing Contract(s), provided that the specific scope of work is consistent with the general types of Services upon which award of the Continuing Contract(s) was made.
- d) When there is more than one Continuing Contractor available to perform the specific scope of work defined, the process for award of the work is set forth below:
 - i. Work may be rotated during the Contract period between the Continuing Contractor(s) that were selected to perform the general type of Services required; or,
 - ii. Award may be made to the Continuing Contractor that is deemed, based on its original proposal, to be most advantageous to the City for the specific scope of work required, price and other factors being considered and without regard to rotation among selected contractors; or,
 - iii. Quotations, Bids or proposals may be requested from the pre-qualified Continuing Contractor(s) that were selected to perform the general type of Services or Professional Services required. The City may select the Continuing Contractor whose quotation, bid, or proposal is deemed to be most advantageous to the City to perform the specific scope of work required.



Purchasing Policy

F. Online Reverse Auction

The City reserves the right to utilize this procurement method when advantageous. The process will be specified in the Solicitation Documents.

G. Performance Guarantee

A performance guarantee, such as a Performance Bond or Letter of Credit, may be required for any solicitation that includes Services to be performed after consultation with the City Administrator, and others, as necessary.

H. Approval of Awards and Recommendations

Prior to the consummation of the purchase by the City of Goods, Services, or Professional Services, such purchase shall be approved by a person having approval authority over such purchase.

I. Forms

The Purchasing Agent shall provide and update all forms to procure Goods, Services, and Professional Services, as needed.

VIII. Non-Competitive Procurements

The provisions of this policy section shall apply to the procurement of Goods and Services, when competitive procurement is not practical, feasible or possible. Notwithstanding any other provision, any Contract or subcontract entered into by the City with any Person for the construction, reconstruction, or maintenance of all or part of a public road in the City, including but not limited to a Contract or subcontract for the purchase of materials, for the hiring of labor, for professional services, or for other things or services incident to such work, shall be entered into in accordance with O.C.G.A. § 32-4-114.

A. Sole Source Procurement

The City may acquire Goods, Services, or Professional Services pursuant to a Sole Source Procurement. Sole Source Procurement is available when Goods, Services, or Professional Services are limited to one source, or when they must be obtained from a specific manufacturers' dealer and valid competition among dealers does not exist. The User must provide the justification for the Sole Source Procurement to the Purchasing Agent after approved by the City Administrator ~~and-or~~ Council.

B. Single Source Procurement

The City may acquire Goods and Services pursuant to a Single Source Procurement. A Single Source Procurement is a procurement made from one Person among others in a competitive market place which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling the given purchasing need. The User must provide the justification for the Single Source Procurement to the Purchasing Agent



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after approved by the City Administrator or Council. The Purchasing Agent may elect to purchase particular brand name Goods or Services when the Goods or Services comprise a major brand system, program or service previously selected by the City and due to operational effectiveness, future enhancements or additions, or maintenance or storage of spare parts precludes the mixing of brands, manufacture, etc.

C. Direct Negotiation

Following the completion of a Competitive Award solicitation process above that fails to produce a responsible or responsive Bidder or Proposer, fails to produce a qualified respondent, or for which all submissions were rejected for any reason, the City may procure the Goods, Services, or Professional Services that were the subject of such failed solicitation by Direct Negotiation with any provider of such Goods or Services when issuing a revised solicitation is not recommended by the City Administrator with concurrence from legal counsel.

Direct Negotiation will be completed by the Purchasing Agent, assisted as needed by the User and legal counsel.

D. Emergency Procurement

The City may acquire Goods, Services or Professional Services by directly negotiating award pursuant to an Emergency Procurement. Emergency purchasing situations occur when there exists an emergency constituting a threat to public health, safety or welfare or to the soundness and integrity of public property or to the delivery of essential services and where the diverse effects of such emergency may worsen materially with the passage of time.

It is understood that, from time to time, occasions arise at departments, which dictate immediate action to purchase items in order to prevent disruption of operations. Notwithstanding any other section of this policy, when the City Administrator determines that an Emergency Situation exists, the Purchasing Agent may make or authorize others to make emergency procurements for Goods, Services, construction items, or Professional Services. The City Administrator shall make such determination when there exists a threat to public health, welfare or safety under Emergency Situations. Such emergency procurements shall be made with as much competition as is practicable under the circumstances.

A written determination of the basis for the Emergency Situation and for the selection of the particular Person shall be included in the Contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the Contract, a listing of the item procured under the Contract, and the identification number of the contract file.

If an Emergency Situation should arise after office hours which requires immediate action on the part of the agency involved for the protection of the best interest of the City or if a like situation arises on a weekend or holiday and when it is not possible or



Purchasing Policy

convenient to reach the Purchasing Agent, any purchase necessary shall be made by the official in charge of such agency, and such purchase reported to the Purchasing Agent within 24 hours.

E. Costs Under the Competitive Threshold

The Purchasing Agent may acquire Goods, [Services](#) and [Professional Services](#) by Direct Negotiation or by some other non-competitive method, when the dollar value of the purchase does not exceed \$10,000 and a properly executed and authorized Requisition is received. Under this non-competitive method, the Purchasing Agent shall attempt to obtain the Goods, Services or Professional Services most advantageous to the City, price and other factors considered. For Goods, Services, and Professional Services under the competitive threshold but over \$7,500, the Purchasing Agent or User shall obtain, where possible, at least three quotes [using the IWQ method as outlined in Section VII \(A\)](#).

[The User may acquire Goods, Services, and Professional Services by Direct Negotiation or by some other non-competitive method, when the dollar value of the purchase does not exceed \\$2,500. Under this non-competitive method, the User shall attempt to obtain the Goods, Services or Professional Services most advantageous to the City, price and other factors considered.](#)

F. Direct Negotiation and Other Public Entities and Co-ops

The City may acquire Goods, Services, and Professional Services by Direct Negotiation or other method involving limited or no competition from a Supplier having a requirements Contract/Annual Agreement with any public entity (e.g., federal, state, county, city, authority, school board, Buying Cooperative, etc.) for Goods, Services, or Professional Services described in such contract and at prices or discounts no less favorable than any set forth in such Contracts. Use of State/Co-Op Contracts: The Purchasing [Agent](#) may, independent of the requirements of bid process of this article, procure supplies, services or construction items through the Contract established through competitive means by the purchasing division of the State of Georgia, national Co-Ops (i.e.-U.S. Communities), and collaborative purchasing agreements with other local governments when deemed to be in the best interest of the City.

G. Real Estate Acquisition

1. Compliance with Applicable Regulations

All real estate acquisition activities shall conform to applicable federal, state (e.g. O.C.G.A § 36-80-18) and local laws and regulations and shall be subject to the provisions of the City Code of Ethics.

2. Confidentiality

The City Council and City staff shall maintain the confidentiality of potential and on-going real estate acquisitions and related information.



Purchasing Policy

3. Formal Approval

All real estate transactions shall be formally approved by the City Council in a public meeting prior to the City entering a sales contract.

4. Appraisals

For any piece of real estate, for which a sales contract has been signed, the City will conduct at least one appraisal by an independent third-party who holds the MAI membership designation with the Appraisal Institute.

- a. One appraisal for real estate under contract for less than or equal to \$500,000.00
- b. Two appraisals for real estate under contract for more than \$500,000.00.
- c. Should the two appraisal vary by more than 20% and provided that at least one appraisal is less than the contract price, a third appraisal will be completed to help establish market value.

5. Land Acquisition Procurement Process

- a. City staff will investigate and identify properties for purchase that generally meet an approved plan or strategy (e.g. "Parks Bond Land Acquisition Strategy"). Furthermore, land purchased with a specific funding source (e.g. Parks Bond Funds) will only be used for such purposes anticipated and/or authorized. If the City determines that the land cannot be used for its intended purpose, the City may dispose of the property in a manner consistent with Georgia law and funds raised through the sale of the property will be used for future land purchases consistent with the purposes authorized.
- b. City staff will work with a Real Estate broker to gather information and make site visits related to properties under consideration for acquisition.
- c. City staff will regularly brief the City Council in Executive Session on properties the city is considering purchasing to receive direction on "terms and price" from the City Council.
- d. City staff will negotiate for "Letters of Intent" with land owners on properties the City Council has provided direction staff with direction on "terms and price".
- e. City staff will make the "Letter of Intent" public on the city website and through a press release within 48 hours of the city receiving a fully executed copy of the "Letter of Intent".
- f. City staff will present the "Letter of Intent" at a public meeting, and at that time request a Resolution from the City Council authorizing the City



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Administrator to execute a sales contract to purchase the property using the Letter of Intent as the guidelines for a contract. (PUBLIC HEARING REQUIRED)

- g. City staff will publish the executed sales contract on the city website.
- h. City staff will conduct due diligence on the property including at a minimum but not limited to:
 - i. Environmental testing (Phase I required, Phase II and specialized testing if warranted)
 - ii. Production of an ALTA survey of the property
 - iii. Production of a MAI appraisal of the property
 - iv. Complete title work on the property
 - v. Other reasonable due diligence activities as warranted
- i. City staff will present the findings of the due diligence on the property at a public meeting and request a Resolution from the City Council authorizing the City Administrator to execute any and all closing documents to complete the purchase of the property. (PUBLIC HEARING REQUIRED)

H. Performance Guarantee

A performance guarantee, such as a Performance Bond or Letter of Credit, may be required for any solicitation that includes Services to be performed after consultation with the City Administrator, and others, as necessary.

I. Approval of Awards and Recommendations

Prior to the consummation of the purchase by the City of Goods, Services, or Professional Services, such purchase shall be approved by a person having approval authority over such purchase.

J. Forms

The Purchasing Agent shall provide and update all forms to procure Goods, Services, and Professional Services, as needed.

IX. **General Procedures and Approval Authorizations**

- A. The City reserves the right to reject any or all bids if it determines such rejection to be in the best interest of the City.
- B. All awards for amounts of \$10,000 or greater shall be approved or rejected by the City Council. Similar purchases and projects shall not be combined for purposes of determining the value of the contract. For example, an estimated contract value of \$20,000 may not be split into two \$10,000 contracts in order to avoid the threshold. Similar purchases shall be defined by their commonality as well as the time of acquisition. [When it is anticipated similar or identical items will be needed](#)



Purchasing Policy

in the near future, every attempt should be made to combine the purchases in the contract. If a similar Contract(s) is required within 180 days of a previously approved Contract that was under \$10,000, but the combined value of the Contract(s) now exceed \$10,000, the Contracts shall go to Council for approval.

- C. The City Administrator, or designee, is authorized to approve budgeted capital purchases or Contracts up to \$10,000 without obtaining further City Council approval (except for initial budget approval from City Council). The User is responsible for making the recommendation for the award following the procedures as identified above.
- D. City Council must approve the purchase of any budgeted capital purchase or Contract over \$10,000. The User is responsible for submitting the recommendation for this award to the City Council.
- E. RFP's will generally be solicited on a project-by-project. The User will submit the Scope of Services to Purchasing, who will then determine which of the processes to use.
- F. Periodically, the City may be given private/public grants and donations from sources such as the State and Federal Government and private corporations. These types of solicitations are more restrictive and may dictate the procurement process and methodology that the City is to follow for an award. Both federal and state procurement policy supersedes City of McDonough's purchasing requirements when buying goods and services using federal or state grant monies. Departments should refer to the Federal Acquisition Regulation for guidance on specific federal procurement policies.
- G. The final determination of the price and terms of any Goods, materials or services shall rest with the Purchasing Agent.
- H. It shall be the responsibility of the Purchasing Agent to document all Contracts, purchases, agreements for services and leases and to maintain said documents consistent with the records retention policy of the City. All agreements or Contracts binding the City must be in writing. There will be no exceptions.
- I. All negotiations of agreements for Goods and Services shall be conducted by the Purchasing Agent. It is recognized that special situations may exist where there is a special need for the User to be involved in the negotiation process. This must be in conjunction with the Purchasing Agent at all times. The Purchasing Office will make final recommendation for agreements.
- J. It is the responsibility of the Purchasing Agent to secure all necessary approvals of the City Administrator or their designee, or legal authority, in writing, when necessary to protect the City and its legal liability prior to execution of a Contract or purchase agreement.



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- K. The Purchasing [Agent](#) may make any authorized purchase for which payment will be made in a current, routine manner following receipt of the Goods or services. Procurement by leasing, long-term financing, advance payments or deposits or any other special non-routine method must be approved in advance by the City Administrator or their designee.
- L. The Purchasing [Agent](#) will not normally provide purchase orders after procurement has been initiated. Purchases must be documented by the User with appropriate requisition and specific budget account number prior to the issuance of the purchase order number.
- M. In the case of Contracts (other than routine purchase orders), leases or service agreements (either new or renewals), the approval process is necessary. All such documents will be forwarded to the Purchasing [Agent](#). The Purchasing Office will acquire the necessary approvals prior to execution of any agreement, Contract or lease through the City Attorney's office. When said Contracts, leases or service agreements are up for renewal or expiration the Purchasing [Agent](#) will notify the User for approval to either maintain the Contract or bid a new Contract. The Purchasing [Agent](#) will be responsible for maintaining a file of all current Contracts, leases or service agreements.
- N. The Purchasing Agent will review the Contract for form, completeness, insurance considerations, legal implications, and any other items dictated by each situation. The Contract will then be sent to the User and approved by the Department Director and returned to Purchasing. The Purchasing Agent will be responsible for having the Contract signed by the City Administrator or their designee after it is signed by the Vendor.
- O. Once the Contract is officially executed, the original of the Contract will be filed in the City Clerk's office and a copy provided to Finance.
- P. Once a Contract is awarded by the City, the Contract may be amended, without the necessity of rebidding such Contract, provided the original Contract amount and the scope of the Contract is not substantially altered. The Purchasing [Agent](#) will review all change orders and adjust encumbrances as applicable. Change orders will be processed to correct the account distribution, quantity, addition/deletion of line items, change in description and unit price. If a quoted price of the change order is up to \$50,000, the requisition will be sent to the Finance Director and City Administrator for approval. Any requisitions with a change order over \$50,000 require City Council approval. The department cannot use the change order process to circumvent the Purchasing Policy. Change orders cannot substantially change the scope of the Contract.
- Q. The Purchasing [Agent](#) and the User share the responsibility to ensure the quality, delivery and payment of required Goods and Services.
- R. Final adjudication of any dispute between the Vendor and User shall be made by the Purchasing Agent with appropriate input from the User.



Purchasing Policy

- S. In most cases, contact with Vendors regarding the Contract will be by the Purchasing Agent and in conjunction with the User as necessary. All Vendors must coordinate with the Purchasing Agent before visiting any other department regarding the Contract. All visits regarding the Contract must be made with the knowledge of the Purchasing Agent and the Purchasing Agent has the option of accompanying the visitor. It is recognized that this restriction on visitation will not necessarily apply to those Vendors with ongoing relationships such as computer and copy machine service technicians.
 - T. All return of Goods must be initiated by the User through the Purchasing Agent. Additionally, all cancellations of, or modifications to, any agreements must be made by the Purchasing Agent.
 - U. It shall be the responsibility of the User to ensure that purchased Goods are received, inspected and verified as to condition. Since the department head signed the purchase requisition, that person cannot be the receiver of the Goods and must appoint an individual within the department to be the receiver of the Goods and Services.
- V. Protests
- a) Right to protest. Any Person who is aggrieved in connection with the solicitation or award of a Contract may protest to the City of McDonough. Protestors shall seek resolution of their complaints initially with the City Administrator. All protests must be submitted in writing to the City Administrator. The complaint shall specify the alleged act or omission by the City that provides the basis for the complaint.
 - b) Upon the filing of a written complaint, the City Administrator, within three (3) business days, shall request a response from the Purchasing Agent. The Purchasing Agent's response will be returned to the City Administrator within seven (7) calendar days. Failure by the Purchasing Agent to file a response may be considered as evidence by the City Administrator. If requested by either party, the City Administrator, or designee shall have a hearing on the complaint within fourteen (14) calendar days of filing the complaint to decide the merits of the claim. The City Administrator is empowered to decide to uphold, dismiss or amend the decision of the Purchasing Agent. The City Council shall approve or reject the City Administrator's decision. If the party bringing the complaint disagrees with the conclusions of the City Administrator and City Council, the decision may be appealed by filing a writ of certiorari to the Superior Court of DeKalb County within thirty (30) days of the decision of the City Council.
 - c) Protests concerning invitations. A protest with respect to an IFB, RFQ, RFQ, or RFP shall be submitted in writing prior to the opening of bids or the closing date of proposals. If not done by that time, the complaint or protest is invalid.



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- d) Stay of procurement during protests. In the event of a timely protest under subsection (b) of this Section, the Purchasing Agent shall not proceed further with the solicitation or award of the Contract until all administrative remedies have been exhausted or until the City Administrator or City Attorney makes a determination that the award of the Contract without delay is necessary to protect the interests of City of McDonough.

W. Credit Cards shall only be issued upon approval of the department head and the City Administrator. The Credit limit for each card shall be established by the Director of Finance. All individuals assigned a Credit Card on behalf of the City of McDonough shall be personally responsible for the use and any fraudulent use. The City Administrator shall maintain a Procurement Card Procedure Manual. This manual shall be on file with the City Clerk and made available for all users.

A. Excess, Surplus, and Obsolete Materials

It shall be the duty of the User to report all excess, surplus or obsolete materials to the Purchasing [eeAgent](#). At this point, the Purchasing Agent will examine alternatives as to the most advantageous disposition of the items. Items could be refurbished or reconditioned, transferred, traded in on new equipment or sold by auction or sealed bid, or destroyed. For property over \$5,000 in aggregate or \$1,000 individually, Council shall approve the request to have the property declared surplus. For other property, the Purchasing Agent shall present a list to the City Administrator for approval.

1. Transfer or Re-use: The most gainful method for handling an item no longer needed by a department is to transfer it to another department that has a use for the item.
2. Trade-In: In replacing obsolete equipment, it may be financially advantageous to trade-in the old equipment. The invitation for bids on the replacement item should call for bid prices with or without trade-in and provide that award may be made either way.
3. Sale: Excess, surplus and obsolete items not transferred or traded-in may be consolidated and offered for sale by auction or by sealed bid method. Auctions can be traditional or contemporary including online auctions such as www.Govdeals.com or similar websites. The consolidated list will be submitted to City Council for approval before an auction or sealed bid is organized. The property offered for sale will be on an "AS IS/WHERE IS" basis. The sale will be given public notice. Sealed bids will be opened at the time and place announced with the City, retaining the right to reject any and all.

B. Sale to Employees



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To avoid any appearance of impropriety in the disposition program, it will be the City's policy to prohibit the direct sale of surplus property to any City Employee, Official or Agent. This policy does not prohibit any City Employee, Official or Agent from extending an offer at a public auction or in the form of a sealed bid.

C. Allocation of Proceeds

Proceeds from the sale of excess or surplus property will go into the City's Fund that held the asset.

~~XI. — Payment Requests~~

~~Check Request Forms are designed to streamline procedures for initiating routine payments of the types outlined below:~~

- ~~A. — Utility Bills~~
- ~~B. — Insurance Premiums and Bond Payments~~
- ~~C. — Postage Expenses~~
- ~~D. — Conferences, Training and Meeting Pre-paid Expenses~~
- ~~E. — Reimbursements as shown on a valid, approved Travel Expense Report~~
- ~~F. — Professional Services~~
- ~~G. — Court Fees~~
- ~~H. — Instructors or Speakers for Programs~~

~~The above list is not all-inclusive; questions should be directed to the Finance Director or Purchasing Agent. The use of the Payment Request Form in no way implies that proper procedures outlined in above need not be adhered to. The Payment Request procedures are merely a means of expediting payment.~~

AGENDA ITEM SUMMARY
April 17, 2023 City Council Meeting
Item Number: 12



Presented by: Andrew Baker

Department: Community Development

ITEM SUMMARY:

The request is to satisfy City Code (Chapter 16.12: Procedure, specifically Section 16.12.060: Referral of Preliminary Plat for review), that requires approval by the Mayor and Council for the Preliminary Plat as recommended by Staff, for the subject property recognized as Tax Parcel ID #090-01022000, #090-01223000 & 105-01035000, located on McDonough Pkwy. The property is currently zoned R-75 (Single Family Residential)/R-50 (Single Family Residential) with conditions per ORD #04-03-01009(Z) & #05-03-21001(A)(Z).

BACKGROUND INFORMATION

Original Submittal

Developer – Richard Krebs & Civil Engineers (Hovey & Associates)
Preliminary Plat approved: 12-20-2004
Development Plans (LDP) issued: 9-18-2007
of Lots – 249 total (R-75 – 32 lots) & (R-50 - 217 lots)

New Design

Developer – Adam Mitchell (St. Bourke)
of Lots – 234 total (R-75 – 22 lots) & (R-50 - 212 lots)
Subdivision Design per 2004 & 2005 Zoning Ordinances & Conditions

Lot Size Requirements

2004/2005 – R-75 (10,000 sf) & R-50 (6,000 sf)
Current – R-75 (12,000 sf) & R-50 (8,000 sf)

Subdivision will be a Phased Development

Phase 1 – 103 Homes
Phase 2 – 131 homes

Henry County Water & Sewer

SPECIAL CONSIDERATIONS OR CONCERNS:

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

- 4/17/2023 City Council Public Review

STAFF RECOMMENDATION:

After a review, the Community Development Department recommends Approval based on compliance with City Code and Zoning Ordinance # 04-03-01009(Z) & #05-03-21001(A)(Z).

FINANCIAL IMPACT: N/A

FUNDING SOURCE: N/A

ATTACHMENTS:

Zoning Ordinance #04-03-01009(Z) & #05-03-21001(A)(Z).

NOTE: Due to the large size of the plat, the documents is located in the Community Development Department. You may visit the office to review this item prior to the meeting.

OTHER DEPARTMENTAL REVIEW NEEDED:

Yes

OTHER DEPARTMENTAL REVIEW

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

Department Name: McDonough Police

Comments: Not a reviewing agency.

Department Name: McDonough Fire

Comments: Approval based on review for code compliance.

Department Name: Building & Inspections

Comments: Approval based on review for code compliance.

Department Name: City Engineer

Comments: Approval based on review for code compliance.

Department Name: Public Works

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

Department Name: Stormwater

Comments: Not a reviewing agency.

Department Name: Water Distribution

Comments: Not a reviewing agency.

Department Name: Water/Sewer Operations

Comments: Not a reviewing agency.

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency

Department Name: HC Water & Sewer
Comments: Approval based on review.

Department Name: HCDOT
Comments: Approval based on review.

Department Name: HCBOE
Comments: Not a reviewing agency.

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

Department Name: HC Environmental Health Dept.
Comments: Not a reviewing agency.

Department Name: GDOT
Comments: Not a reviewing agency.

STATE OF GEORGIA
CITY OF McDONOUGH

ORDINANCE NO. 04-03-01009(Z)

AN ORDINANCE ENTITLED AN ORDINANCE TO APPROVE THE APPLICATION OF **CROWN PROPERTIES, LTP** TO ZONE LAND IN THE CITY OF McDONOUGH, GEORGIA; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF McDONOUGH AND IT IS HEREBY ORDAINED BY AUTHORITY THEREOF, AS FOLLOWS:

SECTION I.

The application of **CROWN PROPERTIES, LTP**, to zone certain property within the City of McDonough described as follows:

All that tract or parcel of land lying and being in Land Lot(s) 90 & 91 of the 7th Land District, Henry County, Georgia, containing 71.0 acres more or less and being more particularly described as follows: (Exhibit "A")

SECTION II.

The zoning map of the City of McDonough shall be amended per rezoning of said tract(s) by changing said zoning from ~~RA-200~~ (City) to **R-75/R-50 w/ conditions** (City).

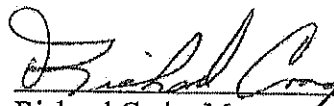
SECTION III.

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

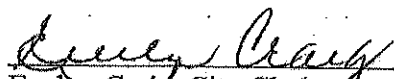
SECTION IV.

The effective date of this Ordinance shall be the 1st day of March, 2004.

ADOPTED, this 1st day of March, 2004, by the Mayor and Council of the City of McDonough, Georgia.


Richard Craig, Mayor

ATTEST:


Evelyn Craig, City Clerk

ANNEXATION

Legal Description

All that tract or parcel of land lying and being in Land Lots 91 & 92 of the 7th District of Henry County, Ga. and being more particularly described as follows:

Beginning at a point on the West line of Land Lot 91 (also being the East line of Land Lot 92), which point is 332.7 feet South along said land lot line from the Northwest corner of Land Lot 91, thence South $89^{\circ}24'18''$ East for 731.23 feet, thence North $33^{\circ}16'35''$ East for 112.54 feet, thence South $1^{\circ}15'05''$ West for 370.00 feet, thence South $1^{\circ}09'20''$ West for 750.25 feet, thence South $1^{\circ}06'47''$ West for 361.32 feet, thence North $87^{\circ}12'29''$ West for 788.00 feet to the West Line of Land Lot 91, thence North $88^{\circ}45'10''$ West for 159.82 feet, thence North $89^{\circ}45'31''$ West for 128.20 feet, thence North $89^{\circ}51'29''$ West for 117.87 feet, thence North $89^{\circ}50'45''$ West for 129.75 feet, thence South $89^{\circ}55'35''$ West for 117.40 feet, thence South $88^{\circ}11'49''$ West for 101.14 feet, thence North $89^{\circ}43'07''$ West for 422.45 feet, thence North $89^{\circ}41'13''$ West for 101.40 feet, thence North $89^{\circ}58'42''$ West for 1235.23 feet to the Easterly Right-Of-Way line (25 feet from the centerline) of Old McDonough Road, thence along said Right-Of-Way line North $13^{\circ}57'28''$ West for 416.04 feet, ~~thence South $89^{\circ}22'07''$ East for 344.26 feet, thence North $0^{\circ}37'53''$ East for 247.71 feet, thence North $19^{\circ}13'38''$ West for 150.00 feet,~~ thence South $89^{\circ}09'09''$ East for 2332.89 feet to the East line of Land Lot 92 (also being the West line of Land Lot 91), thence North $1^{\circ}01'19''$ East along said Land Lot line for 597.25 feet to the point of beginning.

70.236

Said tract containing ~~66.000~~ acres.

THENCE N $17^{\circ}31'58''$ W FOR 257.40 FEET,
THENCE S $89^{\circ}47'42''$ W FOR 421.51 FEET,
THENCE N $19^{\circ}15'38''$ W FOR 150.00 FEET,



City of McDonough, Georgia
Community Development Department
Zoning Report

Public Hearing: Planning Commission February 26, 2004 *Approved w/ conditions

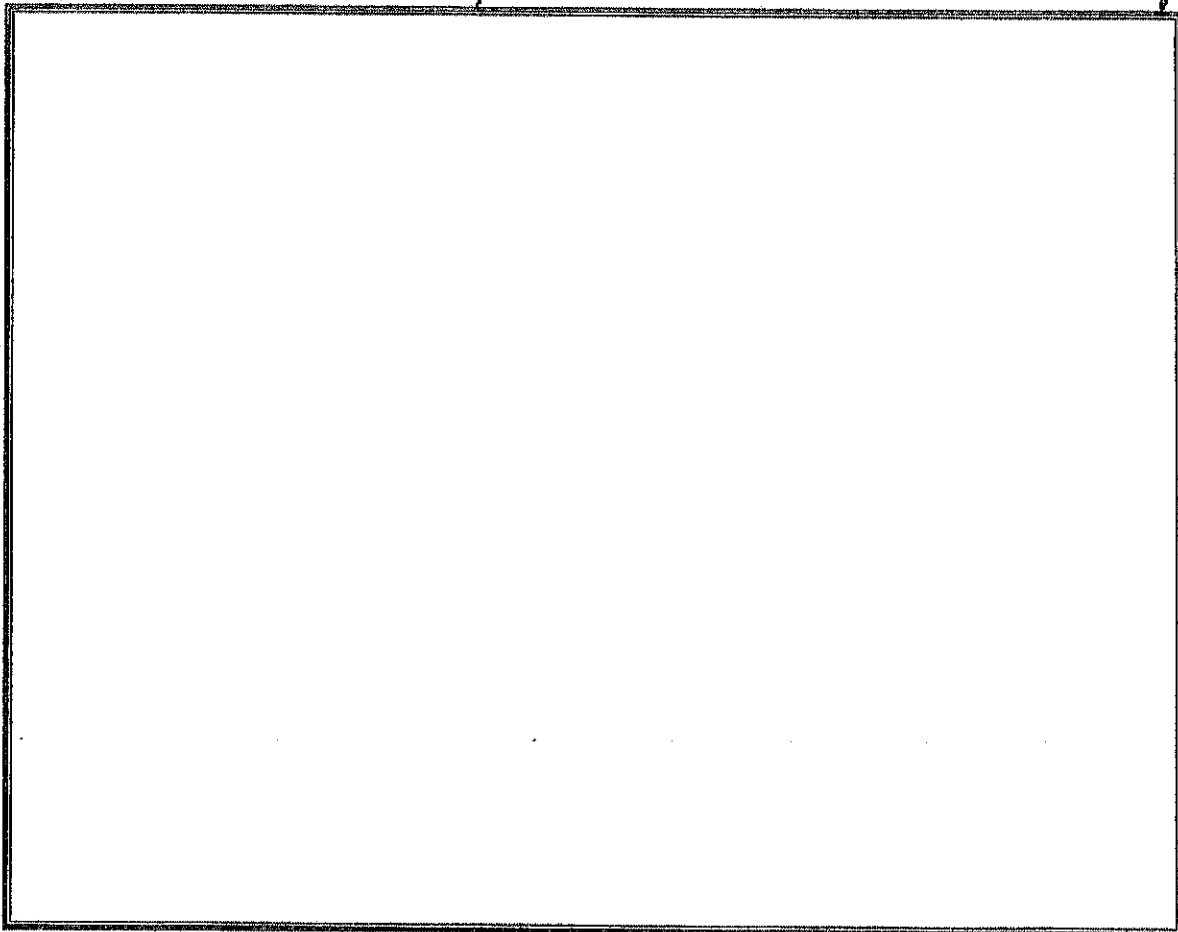
City Council March 1, 2004

Applicant: Crown Properties, LTD

Request: RA-200 (Residential-Agriculture District) to R-75/R-50 (Single-Family Residential District) with variances.

Location: Land Lot(s) 90 & 91 of the 7th District; property situated to the east of SR 42N along the eastern boundary of Old McDonough Road.

Tract Size: Approximately 70.23 +/- acres



- Infrastructure:** Water Service: City of McDonough/HCWSA
- Sewer Service: City of McDonough/HCWSA: proposed construction by developer
- Electricity: Georgia Power and/or Central Georgia EMC
- Telephone: BellSouth Communications
- Cable: Charter Communications
- Schools: TBD
- Environmental:** Small Water Supply Watershed: The site lies OUTSIDE all Small Water Supply Watersheds within the city.
- Wetlands and Floodplain: There is presence of wetlands and delineated floodplain areas per engineering certification. Detailed assessment and drawings shall be generated upon progression of petition to development stages.
- 2020 Comp Plan:** Newly annexed property. The intermediate future land use plan designates the area for Residential uses as part of the SR 42 North Village Activity Center.
- Transportation:** The property is bordered on the west by Old McDonough Road. Ingress/egress to the proposed subdivision shall be provided by the McDonough Parkway extension providing connectivity to the SR 42 North transportation corridor.
- Zoning History:** The property is presently zoned RA-200 (Residential-Agriculture District) per recent annexation/zoning.
- Regulations:** Zoning Ordinance, Building and Development Ordinance, Soil Erosion and Sedimentation Control Ordinance, and Tree Preservation.
- Comments:** The proposed development is configured with 225 lots divided into a phased development whereby the gross density yields 4.0 DUA. Area of development is identified as 53.87 acres with a net density of 5.0 DUA.

Standards of Review (§ 17.104.048 of Zoning Code)

1. *The existing land use pattern.* The subject property is bordered on the north by the City of McDonough Water reservoir, on the east/south by estate property zoned RA (Residential Agriculture), on the west by Old McDonough Road.
2. *The possible creation of an isolated district unrelated to adjacent and nearby districts.* The proposed single-family residential subdivision is in conformity with adjacent residential uses approved as land use pattern for the SR 42 N Village Activity Center.
3. *The population density pattern and possible increase or overtaxing load on public facilities, including, but not limited to, schools, utilities, and streets.* The proposed development will utilize the McDonough Parkway Extension (northeast quad) for ingress and egress. The requested rezoning in a phased development format would diminish the impact to existing public facilities and allow the project to expand as the City's infrastructure system(s) expands. Per consultation with the Board of Education Assistant Superintendent, there is expected to be a marginal impact to the School System given new construction during the development cycle of the proposed development.
4. *The cost of the City and other governmental entities in providing, improving, increasing, or maintaining public utilities, schools, streets, and other public safety measures.* There is to be costs incurred in servicing the site with standard water and sewerage facilities; however, developer shall put forth investment for construction of additional services to minimize impact on infrastructure services. The City of McDonough/HCWSA has reviewed the proposed development and has determined there is adequate capacity to service the development.
5. *The possible impact on the environment, including, but not limited to, drainage, soil erosion and sedimentation, flooding, air quality, and water quantity.* The proposed development should produce negligible impacts on the surrounding environment with proper site design and placement of structures.
6. *Whether the proposed Zoning Map amendment will be a deterrent to the value of improvement of development of adjacent property in accordance with existing regulations.* Given the design, in the form of a Neo-Traditional Planned open space subdivision to protect wildlife/aquatic areas, of the development coupled with the conditions of zoning the proposed development should enhance the property values of adjacent properties instead of negatively impacting. The design of proposed

development has given respect to the existing environmentally sensitive areas and site topography.

7. *Whether there are substantial reasons why the property cannot be used in accordance with existing regulations.* There are no substantial reasons other than that for feasibility of development.
8. *The aesthetic effect of existing and future use of the property as it relates to the surrounding area.* Development of the subject property with suggested conditions of zoning by staff should maintain and enhance the aesthetic value/standards of the surrounding properties which were not developed with the benefit of any such conditions.
9. *The extent to which the proposed development is consistent with the Land Use Plan.* Newly annexed property. The comprehensive future land use plan forecast designates the area for Residential uses as part of the SR 42 North Village Activity Center.
10. *The possible effects of the proposed Zoning Map amendment to the character of a zoning district, a particular piece of property, neighborhood, a particular area, or the community.* The amendment warrants review of its merits given its proposal that would incorporate elements that act to preserve and protect wildlife/aquatic habitats within a dedicated conservation greenspace and maintain existing residential uses.
11. *The relation that the proposed Zoning Map amendment bears to the purpose of the overall zoning scheme, with due consideration given to whether or not the proposed change will help carry out the purposes of these regulations.* The amendment warrants review of its merits given its proposal that would incorporate elements that act to preserve and maintain existing residential uses and to protect wildlife/aquatic habitats within a dedicated conservation greenspace.
12. *Applications for a Zoning Map amendment which do not contain specific site plans carry a rebuttal presumption that such rezoning shall adversely affect the zoning scheme.* A site plan was submitted in accordance with regulations.
13. *The consideration of the preservation of the integrity of residential neighborhoods shall be considered to carry great value.* With the necessary conditions of zoning suggested by staff, the proposed single-family detached zoning designation should preserve and enhance integrity of adjacent and nearby properties.

14. *In those instances in which property fronts a major thoroughfare and also adjoins an established residential neighborhood, the factor of preservation of the residential area shall be considered to carry a great weight. With the necessary conditions of zoning suggested by staff, the proposed single-family detached zoning designation should preserve and enhance integrity of adjacent and nearby properties.*

Recommendation:

The Planning Commission on 02/26/04 Approved the petition request for R-75/R-50 with staff conditions and the following additions:

Natural Env., Item #3 – Required uniform variety street trees (Canopy) shall have a calibrated DBH measurement of minimum of two (2") inch caliper and be part of landscape plan.

Natural Env., Item #5 – In addition to street trees, one (1) two (2") inch caliper canopy tree shall be provided per lot and one (1) two (2") inch caliper under-story tree per lot.

Natural Env., Item #6 – Allow flexibility in design of wall/entry façade and pedestrian pathways.

Built Env., Item #1 – Facade elevations of the built structures shall be reviewed and approved by the Façade Committee and Planning Commission. Exterior treatments of built structures shall include three (3) sides brick and/or stone on the first story and continuation of brick, Hardiplank Prime Brand ® exterior siding or wood shake on the second story. Accessory structures shall contain combinations of brick, stone, Hardiplank Prime Brand ® exterior siding and/or wood shake. Structures shall evidence a diversity of garage, window, and entry door styles so as to provide variety within the streetscape.

Residential two (2) story structures be re-designed as one and ½ story for visual aesthetics.

Built Env., Item #2 – Single-family detached dwellings, one (1) and two (2) stories, zoned R-75 shall provide a minimum of 1,600 square feet of heated floor area.

Built Env., Item #5 - Above grade foundation shall be required on lot along the north property line . All other lots shall be required to have compaction letters on all slab on grade construction outside

Built Env., Item #6 - Dwellings shall feature attached and/or detached two-car garages. Placement shall be as follows:

One half (1/2) front entry

One half (1/2) side entry

* Dwellings on corner lots shall have side entry garages.

Built Env., Item #10 - Lots shall utilize street signs and uniform mailbox structures which shall be approved by the Community Development Director or his designee.

Larger trees at project entrance for visual aesthetics.

All lots have irrigation infrastructure systems

Garage doors shall have alternating design compatibility with each residential structure that shall include decorative hardware as used on façade decorative.

Staff recommends **Approval as R-75/R-50 (Single-Family Residential District)** with the following conditions of zoning which highlight the natural, human, and built environments:

Natural Environment:

- (1) A minimum twenty-five (25') foot landscape buffer shall be established/retained along the east, south and west property boundaries. Supplemental plantings shall be placed in areas devoid of existing vegetation, and that shall be merged with gated boulevard entrance(s)/landscaping. Supplemental plantings shall be designed so as to incorporate existing, natural vegetation with the new vegetation which shall include as a minimum the following plant varieties: Magnolia, Leyland Cypress, Deodar Cedar, holly, dogwood variety, and azalea. Emphasis will be placed on providing native species of influence found on-site so as to create a landscape plan that possesses an aesthetic value that blends with the surrounding native landscape. Landscaping and Amenity Plan will be reviewed and approved by the Façade Committee and Planning Commission prior to approval of Preliminary Plat.
- (2) Village Green amenity plan consisting of a minimum two (2) multi-purpose areas having a minimum (1) acre sodded, irrigated lawn for passive and active recreation use(s). The Village Green amenity plan with proposed structures shall be reviewed and approved by the Façade Committee prior to the approval of the Preliminary Plat.
- (3) No removal of existing vegetation (overstory/understory) within open space without review and approval by Community Development Director per approval by Mayor and Council.
- (4) Required uniform variety street trees (Canopy) shall have a calibrated DBH measurement of minimum of three (3") inch caliper and be part of landscape plan.
- (5) In addition to street trees, one (1) three (3") inch caliper canopy tree shall be provided per lot and one (1) two (2") inch caliper under-story tree per lot.
- (6) Development shall feature fully sodded lots -- front, side, and rear.
- (7) Required landscape islands within cul-de-sacs shall contain either a water feature, sculpture or a hardscape feature (i.e. decorative small-scale clock tower) per review of the Community Development Director and/or his/her designee.

- (8) Provide a twenty (20) foot wide landscape vegetative buffer between double-loaded lots and pedestrian pathways that have connectivity to pedestrian streets. Vegetation within said buffer shall be identified in Landscape Plan reviewed and approved by the Community Development Director and/or his designee.

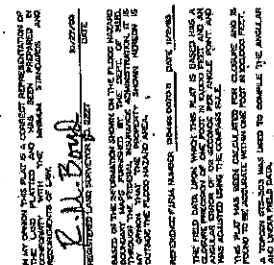
Human Environment:

- (1) Sidewalks shall be provided along McDonough Parkway Extension (minimum five (5) feet in width).
- (2) Sidewalks shall be provided on both sides of interior streets which are a minimum of five (5) feet in width.

Built Environment:

- (1) Facade elevations of the built structures shall be reviewed and approved by the Façade Committee and Planning Commission. Exterior treatments of built structures shall include four (4) sides brick and/or stone on the first story and continuation of brick, Hardiplank Prime Brand ® exterior siding or wood shake on the second story. Accessory structures shall contain combinations of brick, stone, Hardiplank Prime Brand ® exterior siding and/or wood shake. Structures shall evidence a diversity of garage, window, and entry door styles so as to provide variety within the streetscape.
- (2) Single-family detached dwellings, one (1) and two (2) stories, zoned R-75 shall provide a minimum of 1,800 square feet of heated floor area.
- (3) Single-family detached dwellings, one (1) and two (2) stories, zoned R-50 shall provide a minimum of 1,600 square feet of heated floor area.
- (4) Development shall be constructed in a minimum two (2) phase cycle whereby that the total number of lots (225) be divided equally among total number of phases.
- (5) Built structure foundations shall be above grade construction with a minimum height clearance per Building Code measured from grade level to overhead floor joist system(s). Slab on grade foundations shall be prohibited except for garage areas.

- (6) Dwellings shall feature attached and/or detached two-car garages. Placement shall be as follows:
 - One Third (1/3) front entry
 - One Third (1/3) side entry
 - One Third (1/3) rear entry* Dwellings on corner lots shall have side entry garages.
- (7) Variable front setbacks for built structures shall be employed to add variety to the streetscape per review of the Community Development Director or his designee.
- (8) Boulevard entrance with architectural design standards reflective of the nearby developed residential properties (SR 42N Village Activity Center) and street trees (Japanese Zelkova species) shall be provided at the project entrance. A planted earthen berm and decorative fence shall be provided along the McDonough Parkway Extension right-of-way. Provide a buffer and six (6) foot decorative fence with masonry (brick and/or stone) columns placed at not greater than twenty (20) feet intervals adjacent to the McDonough Parkway Extension. Landscape plan (vegetation and fencing), amenity areas, and signage will be reviewed and approved by the Façade Committee and Planning Commission prior to the approval of the Preliminary Plat.
- (9) A covered pavilion of architectural design, referencing design standards of the development, shall be constructed with benches and an open air fireplace and be centrally located interior to amenity area along with trails for use by residents. Common open spaces shall be provided with underground irrigation systems.
- (10) Lots shall utilize uniform mailbox structures which shall be approved by the Community Development Director or his designee.
- (11) Provide a secondary fire and emergency exit to southern property line per review and approval of the Fire Marshall and the Community Development Director or his designee.
- (12) A mandatory Homeowners Association shall be established and maintained pursuant to the laws of the State of Georgia to own and maintain all common open space and amenity areas. Mandatory covenants shall provide for the perpetual ownership, care, and maintenance of all subdivision improvements/common spaces and the continuity of the built structures.
- (13) Detention facility, where provided, shall be fully screened with a six (6) foot high black chain link fence with gated/screened maintenance access point to the interior street layout, and shall be heavily landscaped around the perimeter with a mixed evergreen planting that is a minimum of six (6) feet in height at the time of planting.
- (14) All underground utilities and streetlights of architectural design as approved by the Façade Committee and Planning Commission shall be provided.



CROWN PROPERTIES, LTD.

LL 91 & 92 7th DIST.
HENRY COUNTY, GA



BOYD & ASSOCIATES
LAND SURVEYING & ENGINEERING, INC.
320 SOUTH LEE STREET
FAYETTEVILLE, GA 30214
(770) 461-2417



City of McDonough

136 Keys Ferry Street • McDonough, GA 30253 • (770) 957-3915 • Fax: (770) 957-7231

MAYOR

Richard E. Craig

COUNCIL MEMBERS

Monta Brown
Mike Crawford
Gail Nott
Roger Pruitt
B.P. Reeves
Rufus Stewart

CITY CLERK

Evelyn Craig

CITY

ADMINISTRATOR
James Lee

December 10, 2004

Mr. Richard Krebs
Crown Properties, LTD
440 Overview Northwest
Atlanta, GA 30327-4254



Re: BOZA Variance Request – Crown Summit Subdivision Phase I and II;
reduction in lot size of R-75 zoned lots from 10,000 square feet to 9,000
square feet

DELIVERY VIA UNITED STATES MAIL

Dear Mr. Krebs:

This correspondence is being provided to you per the December 9, 2004, McDonough Board of Zoning Appeals (BOZA) hearing of the above described variance requests for the property situated in the vicinity of the proposed McDonough Parkway extension and State Route 42 (see attached exhibit entitled Preliminary Plat, Crown Summit, Phase I and II, prepared by David Hovey and Associates, dated September 22, 2004, date/stamped received by the Community Development Department on October 15, 2004).

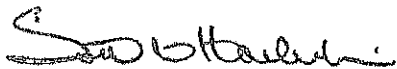
The Board of Zoning Appeals denied the variance requests to reduce the lot size of the R-75 zoned lots as highlighted on page 2 of said exhibit from 10,000 square feet in size to 9,000 square feet in size as shown on the previously approved preliminary plat as was approved by Mayor and Council on October 4, 2004.

For your convenience, I have enclosed a partial transcript of the proceedings and consent agenda approval items from the Mayor and Council meeting held on October 4, 2004.

On behalf of Mayor and Council and Community Development, we appreciate your investment in the City of McDonough and look forward to the successful completion of your project.

Please contact me at (678 432-4622 if further clarification is needed.

Sincerely,



Scott A. Haeberlin
Assistant Community Development Director

CC: Mayor Richard Craig/James Lee City Administrator
Department Council Liaisons Gail Notti/Mike Crawford
Rodney C. Heard, Community Development Director
James Campbell, Building and Construction Department Administrator

Land Lot: 91 &
City of McDonough.

Staff recommends. Approves as R-75/R-50 (Single-Family Residential District) with the following conditions of zoning which highlight the natural, historic, and built environments:

Natural Environments

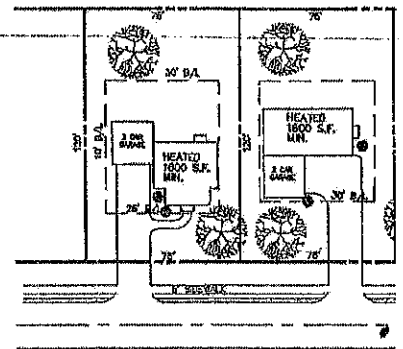
- (1) A minimum twelve-foot (25') foot landscape buffer shall be established/maintained along the coast, south and west property boundaries. Supplemental plantings shall be placed in areas devoid of existing vegetation, and that shall be merged with gated boulevard entrance(s)/landscaping. Supplement plantings shall be designed so as to incorporate existing, natural vegetation with the new vegetation which will include as a minimum the following plant varieties: Mesquite, Layland Cypress, Desert Cedar, holly, dogwood, weebly, and oaks. Emphasis will be placed on providing native species of influence found on-site so as to create a landscape plan that possesses an aesthetic value that blends with the surrounding native landscape. Landscaping and Amenity Plan will be reviewed and approved by the Facade committee and Planning Commission prior to approval of Preliminary Plat.
- (2) Village Green amenity plan consisting of a minimum two (2) multi-purpose areas having a minimum 1/2 acre added, targeted lawn for passive and active recreation use(s). The Village Green amenity plan with proposed structures shall be reviewed and approved by the Facade Committee prior to the approval of the Preliminary Plat.
- (3) No removal of existing vegetation (overstory/understory) within open spaces without review and approval by Community Development Director per approval by Mayor and Council.
- (4) Required uniform variety street trees (Canopy) shall have a calibrated DBH measurement of minimum of two (2") inch caliper and be part of landscape plan.
- (5) In addition to street trees, one(1) two (2") inch caliper canopy tree shall be provided per lot and one (1) two (2") inch caliper under-story tree per lot.
- (6) Development shall feature fully sodded lots - front, side and rear.
- (7) Required landscape islands within cul-de-sacs shall contain either a water feature, sculpture or a hardscape feature (i.e. decorative armo-socle clock tower) per review of the Community Development Director and/or his/her designee.
- (8) Provide a twenty (20) foot wide landscape vegetative buffer between double-loaded lots and pedestrian pathways that have connectivity to pedestrian streets. Vegetation within said buffer shall be identified in Landscape Plan reviewed and approved by the Community Development Director and/or his designee.

Human Environment:

- (1) Sidewalks shall be provided along McDonough Parkway Extension (minimum five (5) feet in width).
- (2) Sidewalks shall be provided on both sides of interior streets which are a minimum of five (5) feet in width.

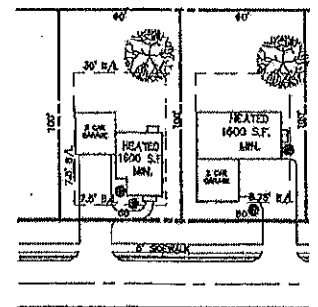
Build Environment:

- (1) Facade elevations of the built structures shall be reviewed and approved by the Facade Committee and Planning Commission. Exterior treatments of built structures shall include three (3) adobe brick and/or stone on the first story and continuation of brick, Hardiplank Prime Brum exterior siding or wood shake on the second story. Accessory structures shall contain combinations of brick, stone, Hardiplank Prime Brum exterior siding and/or wood shake. Structures shall evidence a diversity of garage, window, and entry door styles as seen to provide variety within the streetscape.
- (2) Single-family detached dwellings, one (1) and two (2) stories, zoned R-75 shall provide a minimum of 1,600 square feet of heated floor area.
- (3) Single-family detached dwellings, one (1) and two (2) stories, zoned R-50 shall provide a minimum of 1,800 square feet of heated floor area.
- (4) Development shall be constructed in a minimum two (2) phase cycle whereby the total number of lots (225) be divided equally among total number of phases.
- (5) Above ground foundation shall be required on lots along the north property line. All other lots shall be required to have foundation letters on all lots on grade construction outside.
- (6) Dwellings shall feature attached and/or detached two-car garages. Placement shall be as follows:
 - One Half (1/2) front entry
 - One Half (1/2) side entry
 - * Dwellings on corner lots shall have side entry garages.
- (7) Variable front setbacks for built structures shall be employed to add variety to the streetscape per review of the Community Development Director or his designee.
- (8) Backyard entrance with architectural design standards reflective of the nearby developed residential properties (SR 42N Village Activity Center) and street trees (Japanese Zelkova species) shall be provided at the project entrance. A planted earthen berm and decorative fence shall be provided along the McDonough Parkway Entrance right-of-way. Provide a buffer and mix (6) foot decorative fence with masonry (brick and/or stone) columns placed at not greater than 120 feet intervals adjacent to the McDonough Parkway Extension. Landscape plan (vegetation and fencing), amenity areas, and signage will be reviewed and approved by the Facade Committee and Planning Commission prior to the approval of the Preliminary Plat.
- (9) A covered portion of architectural design, referencing standards of the development, shall be provided with benches and an open or fireplace and be centrally located prior to amenity area along with trails for use by residents. Common open spaces shall be provided with underground irrigation systems.
- (10) Lots shall utilize uniform mailbox structures which shall be approved by the Community Development Director or his designee.
- (11) Provide a secondary fire and emergency call to southern property line per review and approval of the Fire Marshal and the Community Development Director or his designee.
- (12) A mandatory Homeowners Association shall be established and maintained pursuant to the laws of the State of Oregon to own and maintain as common open spaces and amenity areas. Mandatory covenants shall provide for the perpetual ownership, care, and maintenance of all subdivision improvements/common spaces and the continuity of the built structures.
- (13) Detention facility, where provided, shall be fully screened with a six (6) foot high black chain link fence with gated/screened maintenance access point to the anterior street layout, and shall be heavily landscaped around the perimeter with a mixed overgreen planting that is a minimum of six (6) feet in height at the time of planting.
- (14) All underground utilities and streetlights of architectural design as approved by the Community Development and Planning Commission shall be provided.



TYPICAL

R-7
SCALE - 1



TYPICAL I

R-56
SCALE = 1"

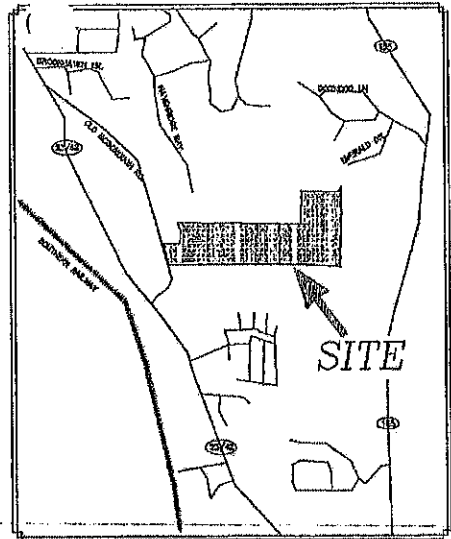
OWNER

Crown Pro
440 Overv.
Atlanta, Ga
Ph. #77

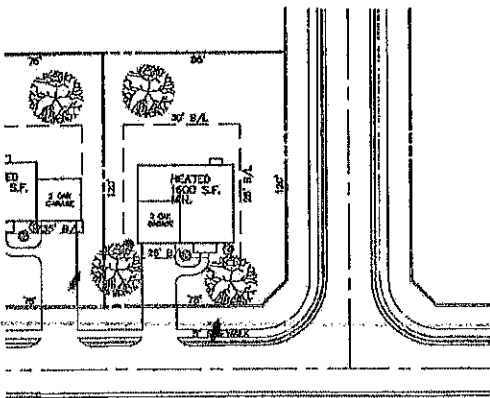
CIVIL ENGINEERING LAND PLANNING HYDROLOGY	REV.	DATE	DESCRIPTION
Hovey & Associates 130 HOWARD LANE, SUITE B BAYTOWN, TEXAS 70814 PH # 770-450-2200			

ary Plat r Summit c Phase "2"

~ 7th District
Henry County, Georgia

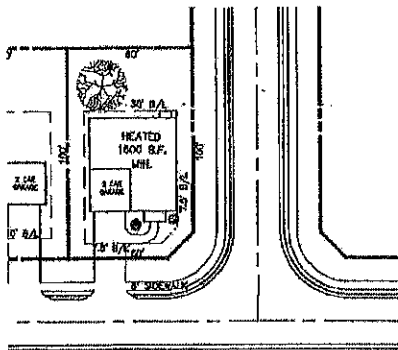


Vicinity Map
(Not To Scale)



OUT

- NOTES:
1. SEE SHEET NO. 2 FOR R-50 TYPICAL LOT LAYOUT
 2. DETACHED GARAGES ARE PERMITTED AS ACCESSORY STRUCTURE IN REAR YARDS.
 3. FRONT, REAR AND SIDE YARDS ARE TO BE SCOOPED.



OUT

- NOTES:
1. SEE SHEET NO. 1 FOR R-76 TYPICAL LOT LAYOUT
 2. DETACHED GARAGES ARE PERMITTED AS ACCESSORY STRUCTURE IN REAR YARDS.
 3. FRONT, REAR AND SIDE YARDS ARE TO BE SCOOPED.



GENERAL SITE DATA:

1. TOTAL SITE AREA: 63.47 ACRES.
2. ZONING FOR THIS SITE: R-76 (W/CONDITIONS) & R-50 (W/CONDITIONS).
LOTS 19-45, 198-181 & 190-106 ARE ZONED R-76 (W/CONDITIONS)
MIN. S.F.: 1800 S.F. HEATED
MIN. FRONT SETBACK: 35', 30' OR 25' (ALTERNATING AS SHOWN IN TYPICAL LOT LAYOUT) VARIABLE SETBACKS IMPOSED PER ZONING.
MIN. REAR SETBACK: 30'
MIN. SIDE SETBACK: 10'
MIN. LOT AREA: 10,000 S.F.
MIN. LOT WIDTH: 70'
ALL OTHER LOTS NOT LISTED ABOVE ARE ZONED R-50 (W/CONDITIONS)
MIN. S.F.: 1800 S.F. HEATED
MIN. FRONT SETBACK: 10', 8.25' OR 7.6' (ALTERNATING AS SHOWN IN TYPICAL LOT LAYOUT) VARIABLE SETBACKS IMPOSED PER ZONING.
MIN. REAR SETBACK: 30'
MIN. SIDE SETBACK: 7.5'
MIN. LOT AREA: 8,000 S.F.
MIN. LOT WIDTH: 60'
3. NO. OF LOTS FOR R-50 (W/CONDITIONS) ZONING: 187
NO. OF LOTS FOR R-76 (W/CONDITIONS) ZONING: 36
TOTAL NO. OF LOTS FOR THIS SITE: 223
DENSITY: 9.61 LOTS/ACRE
4. ALL LOTS TO BE SERVED BY AN EXTENSION OF THE CITY OF McDONOUGH PUBLIC WATER SYSTEM.
5. ALL LOTS TO BE SERVED BY AN EXTENSION OF THE CITY OF McDONOUGH PUBLIC SEWER SYSTEM.
6. BOUNDARY INFORMATION SUPPLIED BY BOYD & ASSOCIATES SURVEY DATED 8/30/03.
7. TOPOGRAPHIC INFORMATION SUPPLIED BY JACK V. BERRY & ASSOCIATES INC. USING FIELD AND AERIAL PHOTOGRAMMETRIC METHODS.
8. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 130488 0070 B, THIS PROPERTY DOES NOT LIE WITHIN A DESIGNATED 100 YEAR FLOOD ZONE. DATED: NOVEMBER 2, 1983.
9. TOTAL APPROXIMATE L.F. STREET: ±0.872 L.F.
PHASE "1" APPROXIMATE L.F. STREET: ±4.907 L.F.
PHASE "2" APPROXIMATE L.F. STREET: ±4.005 L.F.
10. TOTAL AREA OF OPEN SPACE: 11.63 ACRES
AREA OF POWER EASEMENT WITHIN OPEN SPACE: 1.76 ACRES.
NET AREA OPEN SPACE MINUS POWER EASEMENT: 10.17 ACRES.
TOTAL AREA OF OPEN SPACE REQUIRED: 9.69 ACRES

Common Area Chart

Common Area	Description	Area (Acres)	Area (S.F.)
A	Pool, Pavilion, Playground, Tennis, & Parking	3.31	143,975
B	To Be Determined	2.60	109,070
C	To Be Determined	0.43	18,573
D	To Be Determined	0.82	26,951
E	Open Air Pavilion & Fireplace	1.64	71,500
F	To Be Determined	0.39	16,886
G	To Be Determined	3.05	132,748

VELOPER

erties, LTD
Northwest
30327-4254
955-1321

* PRELIMINARY PLAT NOT TO BE RECORDED



COVER SHEET

Date: September 22, 2004

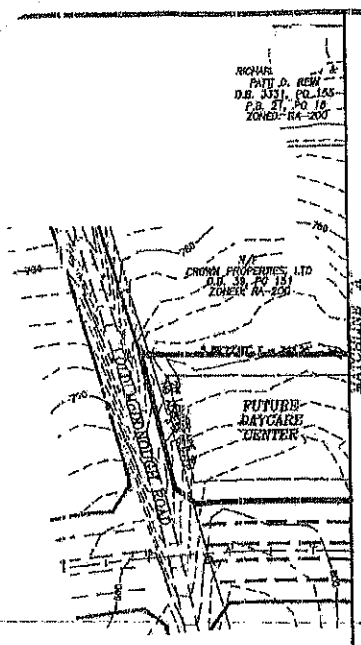
SHEET

1

OF

2

SHEET



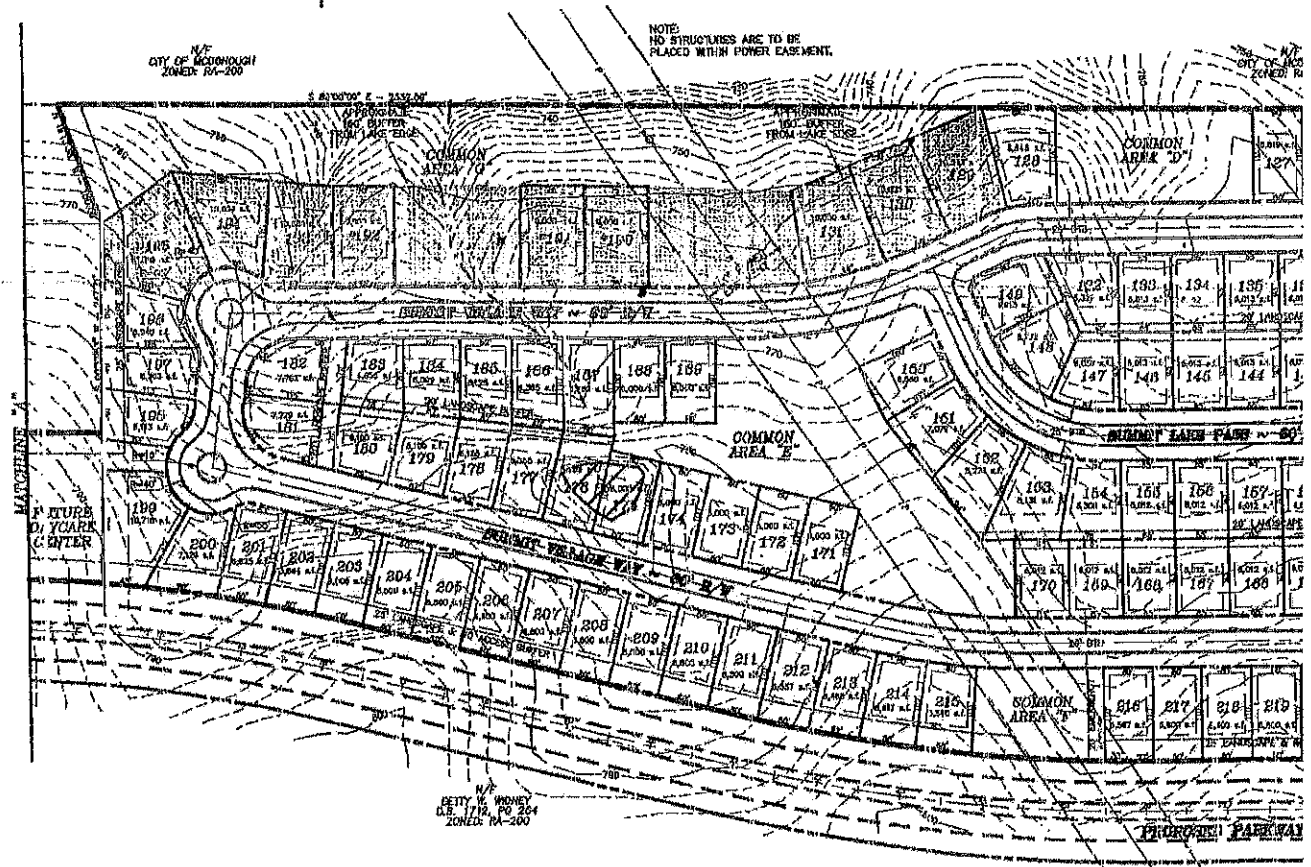
ZONING LEGEND

ZONED R-75 (W/CONDITIONS)

ZONED R-80 (W/CONDITIONS)

NOTES

- THERE ARE 2 ZONINGS ON THIS SITE. ZONING LINE INDICATES THE BOUNDARY OF



Hovey & Associates

CIVIL ENGINEERING
LAND PLANNING
HYDROLOGY

130 HOBBS LANE, SUITE 2
FARMINGTON, CT 06031
TEL 771-400-2200

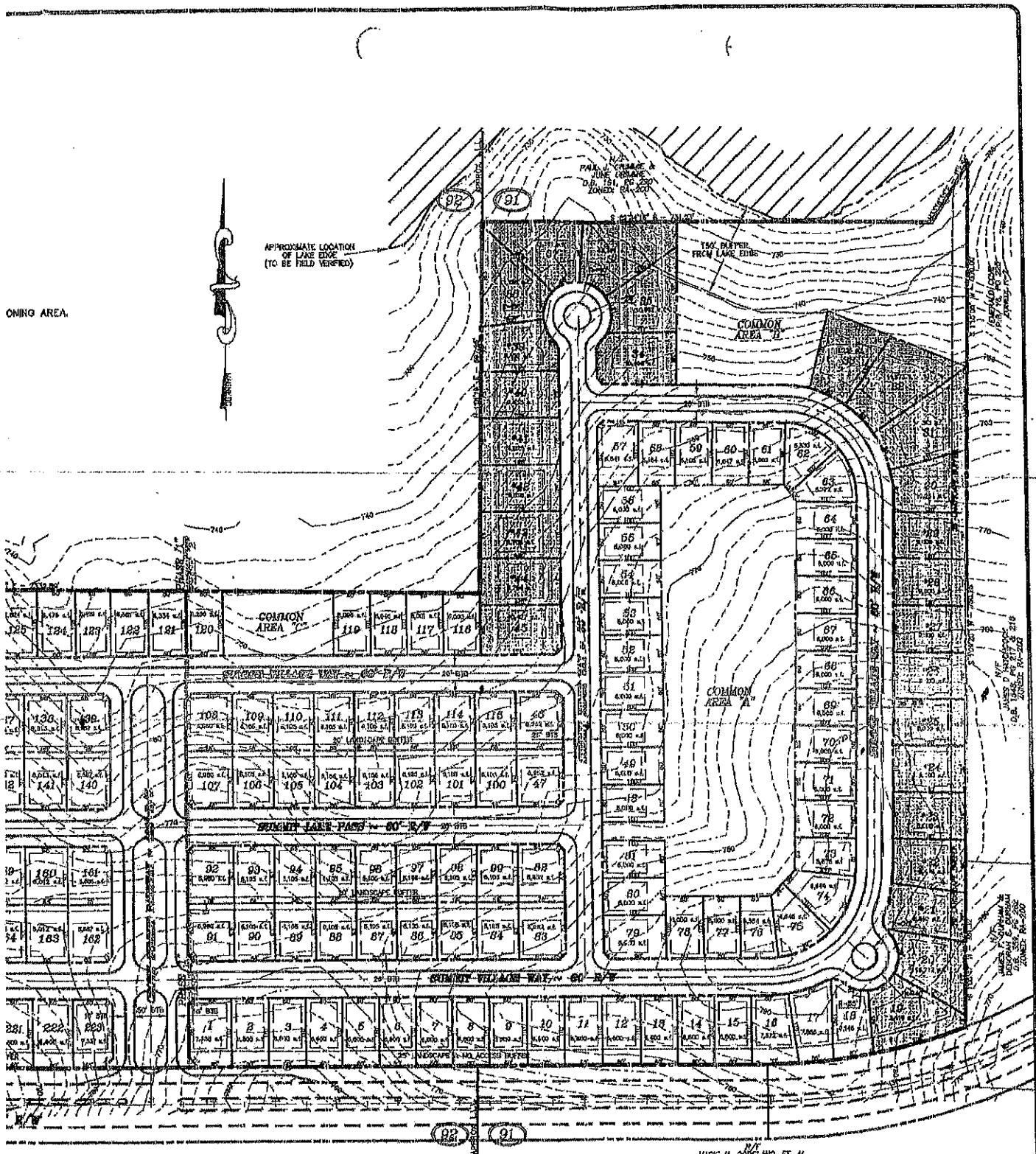
REV	DATE	DESCRIPTION

* = DENOTES LOTS FOR VARIANCE

GRAPHIC SCALE: 1" = 100'

0' 100' 200' 300' 400'

DATE: SEPTEMBER 22, 2004



BETTY N. W. HONEY
D.B. 195, PG 225
ZONED: RA-200

MARIE H. COLEMAN, ET AL.
D.B. 195, PG 225
ZONED: RA-200

* PRELIMINARY PLAT NOT TO BE RECORDED

DEVELOPER
I PROPERTIES, LTD
SERVIER NORTHWEST
A, GA. 30327-4254
CONTACT: RICHARD KREBS
70-955-1321



PRELIMINARY PLAT FOR:
CROWN SUMMIT
PHASE "1" & PHASE "2"

SHEET
2
OF
2
SHEETS



ORDINANCE NO. 05-03-21001(A)

AN ORDINANCE ENTITLED AN ORDINANCE TO APPROVE THE APPLICATION OF **CROWN PROPERTIES, LTD.** TO ANNEX AND ZONE LAND PER SAID ANNEXATION IN THE CITY OF McDONOUGH, GEORGIA; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF McDONOUGH AND IT IS HEREBY ORDAINED BY AUTHORITY THEREOF, AS FOLLOWS:

SECTION I.

The application of **CROWN PROPERTIES, LTD.**, to annex certain property within the City of McDonough described as follows:

All that tract or parcel of land lying and being in Land Lot 92 of the 7th Land District, Henry County, Georgia, containing 24.0 +/- acres more or less and being more particularly described as Follows: (Exhibit "A").

SECTION II.

The zoning map of the City of McDonough shall be amended per *Ordinance 05-03-21001(Z)* on the zoning of the property per lateral annexation from **RA (County) to RA-200 (City)**.

SECTION III.

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

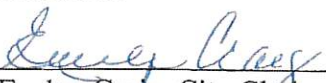
SECTION IV.

The effective date of this Ordinance shall be the 21st day of March, 2005.

ADOPTED, this 21st day of March 2005, by the Mayor and Council of the City of McDonough, Georgia.


Richard Craig, Mayor

ATTEST:


Evelyn Craig, City Clerk



ORDINANCE NO. 05-03-21001(Z)

AN ORDINANCE ENTITLED AN ORDINANCE TO APPROVE THE APPLICATION OF **CROWN PROPERTIES, LTD.** TO ZONE LAND PER SAID ANNEXATION IN THE CITY OF McDONOUGH, GEORGIA; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF McDONOUGH AND IT IS HEREBY ORDAINED BY AUTHORITY THEREOF, AS FOLLOWS:

SECTION I.

The application of **CROWN PROPERTIES, LTD.**, to annex certain property within the City of McDonough described as follows:

All that tract or parcel of land lying and being in Land Lot 92 of the 7th Land District, Henry County, Georgia, containing ~~24.0~~ ^{16.24 RM} +/- acres more or less and being more particularly described as Follows: (Exhibit "A").

SECTION II.

The zoning map of the City of McDonough shall be amended per rezoning of said tract(s) per annexation by changing said zoning from **RA-200 (City)** to **R-50 w/conditions (City)**.

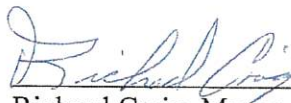
SECTION III.

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

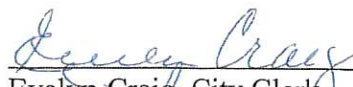
SECTION IV.

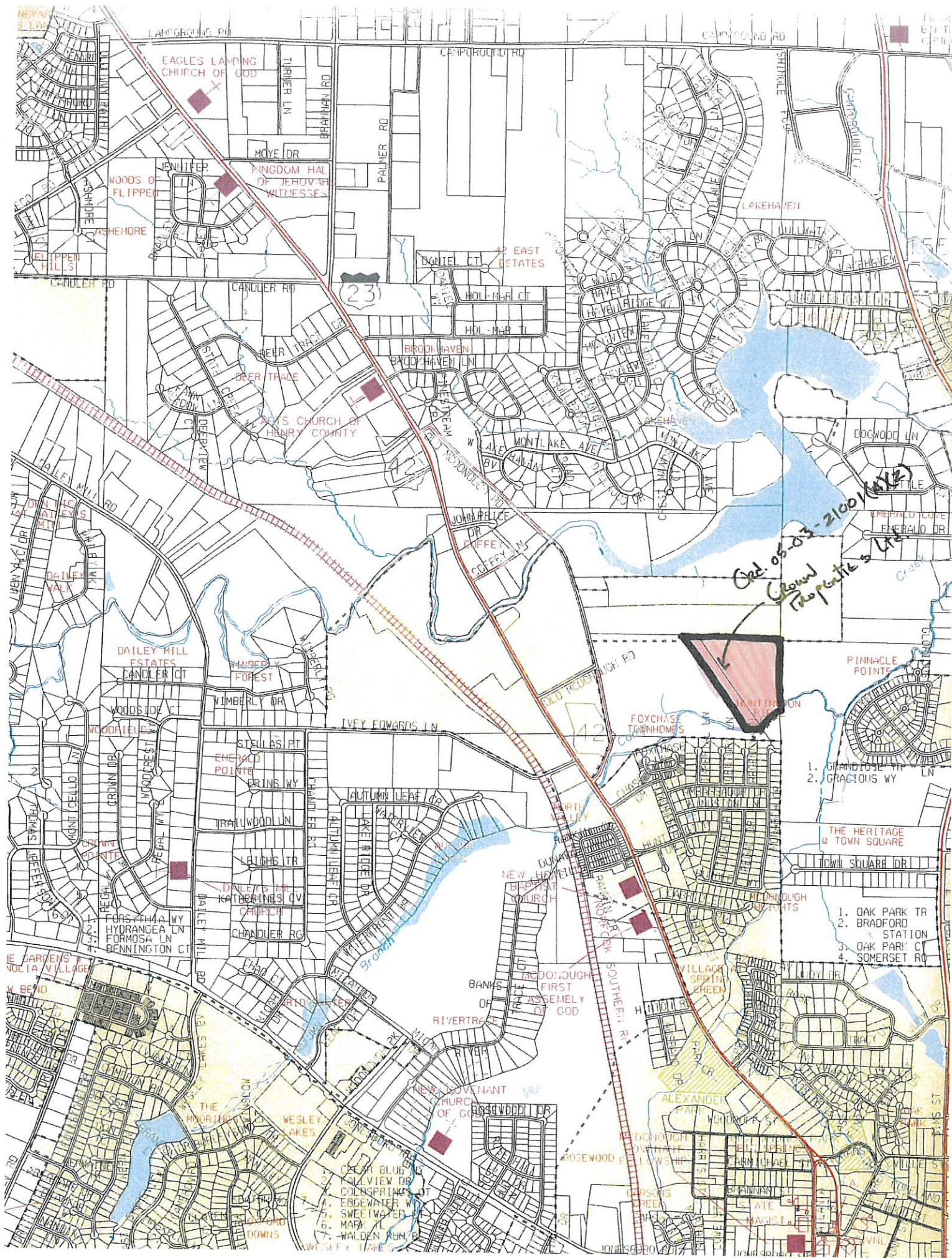
The effective date of this Ordinance shall be the 21st day of March, 2005.

ADOPTED, this 21st day of March 2005, by the Mayor and Council of the City of McDonough, Georgia.


Richard Craig, Mayor

ATTEST:


Evelyn Craig, City Clerk



Parent tract is
Right-of-way
for M. D. B. Co.
including Ext.

Legal Description

Annexation

All that tract or parcel of land lying and being in Land Lot 92 of the 7 th District of Henry County, Ga., and being more particularly described as follows:

Beginning at a point on the west line of Land Lot 91 (also being the east line of Land Lot 92) which point is 332.7' south along said land lot line from the northwest corner of Land Lot 91; thence $S01^{\circ}01'19''W$ for 597.25'; thence $S01^{\circ}02'02''W$ for 759.36' to the true point of beginning; thence $N 88^{\circ}45'10''W$ for 159.82'; thence $N 89^{\circ}45'31''W$ for 128.20'; thence $N 89^{\circ}51'29''W$ for 117.87'; thence $N 89^{\circ}50'45''W$ for 129.75'; thence $S 89^{\circ}55'35''W$ for 117.40'; thence $S 88^{\circ}11'49''W$ for 101.14'; thence $N 89^{\circ}43'07''W$ for 415.71'; thence $N 89^{\circ}43'07''W$ for 6.74'; thence $N 89^{\circ}41'13''W$ for 101.40'; thence $N 89^{\circ}58'42''W$ for 1235.23'; thence $S 13^{\circ}57'28''E$ for 61.83'; thence $S 89^{\circ}58'42''E$ for 1220.14'; thence $S 89^{\circ}41'13''E$ for 101.26'; thence $S 89^{\circ}43'07''E$ for 47.92'; thence $S 34^{\circ}10'08''E$ for 184.15'; thence $S 34^{\circ}44'55''E$ for 1348.01'; thence $N 83^{\circ}45'40''E$ for 48.50'; thence $N 46^{\circ}58'17''E$ for 168.39'; thence $N 40^{\circ}09'30''E$ for 130.69'; thence $N 62^{\circ}45'35''E$ for 96.64'; thence $N 0^{\circ}57'03''E$ for 909.28' to the true point of beginning.

Said tract containing 21.278 acres

Subject Tract
minus right-of-way
for McD Parkway
Extension

Legal Description

Rezoning

All that tract or parcel of land lying and being in Land Lot 92 of the 7 th District of Henry County, Ga., and being more particularly described as follows:

Beginning at a point on the west line of Land Lot 91 (also being the east line of Land Lot 92) which point is 332.7' south along said land lot line from the northwest corner of Land Lot 91; thence $S01^{\circ}01'19''W$ for 597.25'; thence $S01^{\circ}02'02''W$ for 759.36'; thence $S0^{\circ}57'03''W$ for 119.77' to the true point of beginning; thence $N 89^{\circ}54'33''W$ for 1045.49'; thence $S^{\circ}34'44'55''E$ for 1284.20'; thence $N 83^{\circ}45'40''E$ for 48.50'; thence $N 46^{\circ}58'17''E$ for 168.39'; thence $N 40^{\circ}09'30''E$ for 130.69'; thence $N 62^{\circ}45'35''E$ for 96.64'; thence $N 0^{\circ}57'03''E$ for 789.51' to the true point of beginning.

Said tract containing 16.24 acres



TRACT "C"
1.8668 ACRES

N/F
CROWN PROPERTIES, LTD.

N/F
CROWN PROPERTIES, LTD.

TRACT "A"
19.410 ACRES

16.24 AL 2026

47.625 ACRES

D.B. 1712. PG 264

N/F
NESCO, INC. ET AL.
DB 6194, PG 13
P.B. 21, PG 33

CITY OF McDONOUGH

136 Keys Ferry Street
McDonough, Georgia 30253
770-898-3506 Fax: 770-898-3508

Tracking #: _____

ANNEXATION/ZONING/LAND USE MAP AMENDMENT
APPLICATION

*Check appropriate box:

☒ ANNEXATION:

> County Zoning: RA City Zoning: R50
(Current) (Proposed)

☒ REZONING:

> County Zoning: RA City Zoning: R50
(Current) (Proposed)

☐ ANNEX/REZONE:

> County Zoning: _____ City Zoning: _____
(Current) (Proposed)

Acreage: 24 (+/-) Land Lot(s): 92 PHA DIST.

If pursuing an annexation petition then identify method being used.

Extension method requested (choose one):

1. ☒ 100% Annexation method (requires signatures from all owners of all non-public land proposed for annexation.)
2. ☐ 60% Annexation method (requires application(s) of not less than 60% of property owners of the total land area which is contiguous to the existing City Limits by at least one-eight).
3. ☐ Other; Existing City Property

Project Location: OLD McDONOUGH RD

Project Name: CROWN SUMMIT - PH3

Applicant(s): CROWN PROPERTIES, LTD

Address: 440 OVERVIEW DR ATLANTA, 30327
(Street) (City) (State) (Zip)

Phone: 7-955-1321 Cell: 7-653-9522 Fax: 7-952-2115

Owner(s): LYNNIE WIDNEY Phone: 957-9459

Owner(s): BETTY WIDNEY Phone: _____

The above named hereby request (complete all items within each request that applies):

1. ☒ Land Use Plan Amendment/Proposed Designation(s): SINGLE FAMILY DETACHED
R-50 (Proposed zoning and use)

2. ☐ Official ☐ Private Zoning Map Amendment

REQUIRED ATTACHMENTS: (Incomplete applications will drastically slow down processing)

1. ☐ Legal Description of Proposed Property (Exhibit "A")
2. ☐ Disclosure Report
3. ☐ Site Plan(s) and Drawings: (1 copy: 24" x 36" and 10 copies 11"x 17") (Rezone only)
4. ☐ Survey Plat of Property(ies) Proposed for Amendment (Exhibit "B")
**Georgia Registered Land Surveyor (1 copy: 24"x36" & 5 copies: 11"x 17")
5. ☐ Completed Façade Application (Include all requested items) not necessary for Annexation Only
6. ☐ Other (as may be required by Planning Commission/City Council):

Utilities serving the property and proximity: (Please call your local dealer/supplier for information)

- Water Service (City, County, Private Well)
- Sanitary Sewer (City, County, Private Septic):
- Electricity (Georgia Power, EMC):
- Telephone Service Provider (Bell South)
- Cable Television Provider (Charter):

GA POWER

Mailed petitions must include a stamped self-return envelope or Mailing package number (ex: UPS/Fed-X/Etc.) for information to be returned.

I (WE) HEREBY CERTIFY THAT I (WE) HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING WORK PERFORMED AS A RESULT OF THIS APPLICATION, IF APPROVED, WILL BE COMPILED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF AN EXTENSION OR ANNEXATION DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF RELATED REQUIREMENTS.

**I have received a Notice of Complete Application, Disclosure Report, and Petition Fee Schedule along with application.

Stephen K. Hader
Signature of Applicant (attach additional notarized signatures as needed)

Reggie R. Martin 10-18-04
Notary Date
Com. exp. 5-25-07

Linn E. Hildner
Signature of Owner (attach additional notarized signatures as needed)

Reggie R. Martin 10-15-04
Notary Date
Com. exp. 5-25-07

Betty W. Widney
Signature of Owner (attach additional notarized signatures as needed)

Reggie R. Martin 10-15-04
Notary Date
Com. exp. 5-25-07

FRONT OFFICE USE ONLY	
Received By: _____ (Print Associate Name here)	/ _____ (Date)
Amount of Fee Paid: _____ (Refer to calculation sheet)	Date Paid: _____

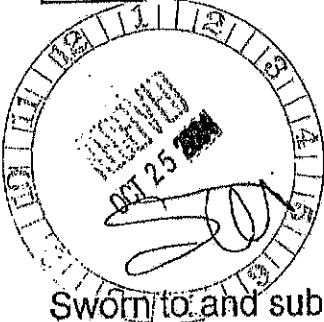
Applicant Campaign Disclosure Form¹

Has the applicant² made, within two (2) years immediately preceding the filing of this application for Annexation and/or Rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City of McDonough City Council or Planning and Zoning Board who will consider the application? Yes ☐ No ☒

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the City Council of the City of McDonough within ten (10) days of the first filing of the associated Annexation and/or Rezoning request. Please provide the following information which will be considered as the required disclosure:

City Council Member/Planning Board Member Name	Dollar amount of Campaign Contribution & Date	Description of each Gift/Contribution of \$250 or greater

I (We) certify that the foregoing information is true and correct, this 15 day of OCTOBER, 2004.



Richard F. Felt
Applicant

Applicant's Attorney, if applicable

Sworn to and subscribed before me this 25th day of October, 2004.

Notary Public, Henry County, Georgia
My Commission Expires June 18, 2007

Wendy E. Riles
Notary Public

¹Copy to be filed with Community Development Department along with a copy of the annexation/ zoning application

²Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust or government entity) applying for rezoning or other action.



City of McDonough, Georgia
Community Development Department

Annex/Zoning Analysis Report

Public Review:	Planning Commission	March 15, 2005	6:00 p.m.
Public Hearing:	Mayor and Council	March 21, 2005	6:00 p.m.

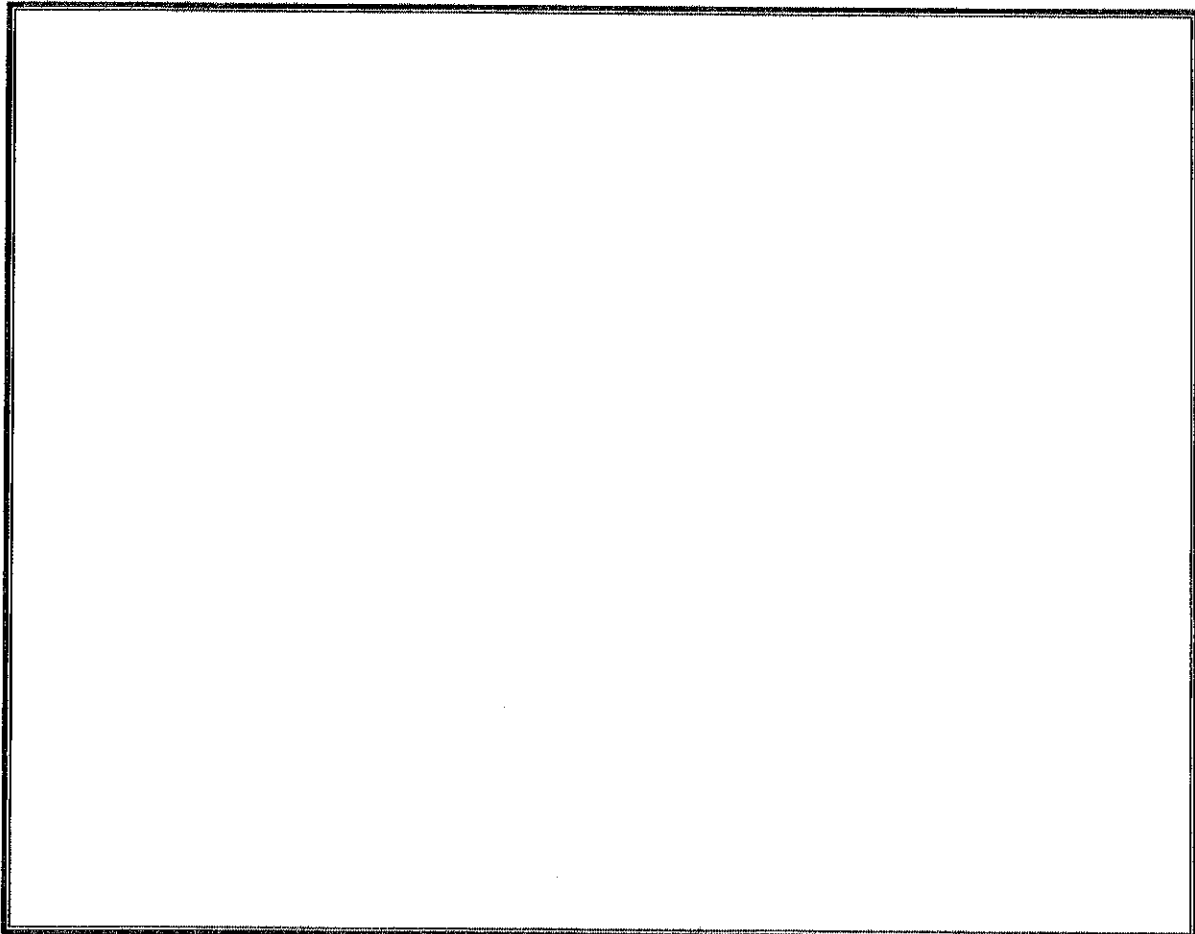
Applicant: Crown Properties, LTD

Request: Annexation and Rezoning - RA (County) to R-50 (Single-Family Residential District/City)

Method: 100 percent annexation method

Location: Land Lot 92 of the 7th District; property situated in the vicinity of State Route 42 and Old McDonough Road/proposed McDonough Parkway extension

Tract Size: Approximately 24.0 +/- acres



- Infrastructure:** Water Service: HCWSA/City
Sewer Service: HCWSA/City
Electrical Service: Georgia Power
Telephone: Not Provided by Applicant
Cable: Charter
Schools: To Be Discussed
- Environmental:** Small Water Supply Watershed: The site lies OUTSIDE all Small Water Supply Watersheds within the city.
Watershed Protection District: The site lies within the confines of the Walnut Creek Watershed Protection District.
Wetlands and Floodplain: Present as detailed on site exhibit prepared by Hovey & Associates (attached).
- 2020 Comp Plan:** Staff to discuss.
- Transportation:** The property is bordered on the north by the proposed McDonough Parkway extension.
- Zoning History:** The property is presently zoned RA within Henry County per information supplied by the Applicant.
- Regulations:** Zoning Ordinance, Building and Development Ordinance, Soil Erosion and Sedimentation Control Ordinance, Tree Preservation Ordinance, and Sign Ordinance.
- Comments:** See Table 17.84.010, Dimensional Requirements, (attached) for district requirements.

NOTE: *Zoning does not guarantee lot count.*

NOTE: *No variances have been applied for or advertised in conjunction with the annexation/zoning request.*

Standards of Review (§ 17.104.048 of Zoning Code)

1. *The existing land use pattern.* The area encompassing the subject site contains a diverse array of land uses given location between SR 42N and SR 155N. Single-family cluster detached uses, limited village commercial uses and a new educational building (level – to be discussed) along the western boundary accessed by SR 42 and the proposed McDonough Parkway Extension (Hamilton Village Activity Center). Single family detached uses (estate, larger lot) zoned RA, having connectivity by way of proposed McDonough Parkway Extension linking to SR 155N, are located on the eastern boundary.
2. *The possible creation of an isolated district unrelated to adjacent and nearby districts.* Not applicable. The subject request is a logical transition of the existing R-50 zoning district, also being developed by this applicant, immediately adjacent and on the northern boundary of the proposed McDonough Parkway extension.
3. *The population density pattern and possible increase or overtaxing load on public facilities, including, but not limited to, schools, utilities, and streets.* The proposed development would utilize the proposed McDonough Parkway extension for ingress and egress with contributions shared by this applicant and that of other developers seeking to construct and utilize the proposed parkway for ingress and egress. There are no reasons to suspect the requested rezoning would be burdensome to existing public facilities with contributions warranted by the applicant.
4. *The cost of the City and other governmental entities in providing, improving, increasing, or maintaining public utilities, schools, streets, and other public safety measures.* There is to be costs incurred in servicing the site with standard water and sewerage facilities; however, developer shall put forth investment for construction of additional services to minimize impact on infrastructure services. Henry County Water and Sewer/City of McDonough have reviewed the proposed development and have determined there is adequate capacity to service the development which will be made available on a first come first served basis with system improvement costs borne by the applicant.
5. *The possible impact on the environment, including, but not limited to, drainage, soil erosion and sedimentation, flooding, air quality, and water quantity.* The proposed development should produce negligible impacts on the surrounding environment with proper site design, buffering, and placement of structures.

6. *Whether the proposed Zoning Map amendment will be a deterrent to the value of improvement of development of adjacent property in accordance with existing regulations.* With conditions of zoning recommended by staff in addition to the design layout by the Applicant, the development should be compatible to and/or enhance the value of adjacent and nearby properties.
7. *Whether there are substantial reasons why the property cannot be used in accordance with existing regulations.* There are no substantial reasons other than that for feasibility of development.
8. *The aesthetic effect of existing and future use of the property as it relates to the surrounding area.* Development of the subject property with suggested conditions of zoning by staff should maintain/enhance/be compatible with the aesthetic value/standards of the surrounding developing properties.
9. *The extent to which the proposed development is consistent with the Land Use Plan.* The subject property is a newly annexed area which is not part of the present Land Use Plan but is a logical extension of the R-50 zoning district located adjacent to and on the northern boundary of the proposed parkway extension.
10. *The possible effects of the proposed Zoning Map amendment to the character of a zoning district, a particular piece of property, neighborhood, a particular area, or the community.* The proposed development with conditions per design layout would be complimentary to the area by furthering the zoning district/uses being established on the northern boundary of the site as bisected east to west by the proposed McDonough Parkway extension.
11. *The relation that the proposed Zoning Map amendment bears to the purpose of the overall zoning scheme, with due consideration given to whether or not the proposed change will help carry out the purposes of these regulations.* The amendment warrants review of its merits given it is compatible with and progresses the single-family detached uses under development at the activity center location.
12. *Applications for a Zoning Map amendment which do not contain specific site plans carry a rebuttal presumption that such rezoning shall adversely affect the zoning scheme.* An overall site plan was submitted with the request. With minor modifications due to the adoption of amendments to the zoning ordinance and subdivision regulation by the City, codes compliance may be obtained.
13. *The consideration of the preservation of the integrity of residential neighborhoods shall be considered to carry great value.* Not affected. The subject property does not abut any established residential neighborhoods; however, the proposed development's design and zoning provide compatibility with adjacent properties.

- 14. In those instances in which property fronts a major thoroughfare and also adjoins an established residential neighborhood, the factor of preservation of the residential area shall be considered to carry a great weight. Not applicable.*

Recommendation:

The Community Development Department recommends **Approval** of the annexation of the property into the City as RA (Residential Agricultural District).

The Community Development Department recommends **Approval** of the rezoning of the property from RA to R-50 (Single-Family Residential District) with the following enumerated conditions of zoning which address the natural, human, and built environments.

No land disturbing activity, clearing, grubbing, grading, prior to the issuance of a construction improvement plan (residential development).

Natural:

- (1) Provide a twenty-five (25) foot replanted buffer/earthen berm along the northern boundary where abutting the proposed McDonough Parkway extension that shall include decorative capstone fencing segments consistent with Crown Summit I and II which shall merge with subdivision identification signage. Plantings shall incorporate the following minimum plant varieties: Magnolia, Leyland Cypress, Deodar Cedar, holly, dogwood, azalea, and native ornamental grass varieties. Buffer shall not be made a part of fee simple building lots.
- (2) Required uniform variety street trees (Canopy) shall have a calibrated DBH measurement of a minimum of two (2) inch caliper at the time of planting.
- (3) In addition to required street trees, one (1) two (2) inch caliper canopy tree and one (1) two (2) inch caliper under-story tree shall be required per lot prior to Certificate of Occupancy release.
- (4) Foundation plantings shall be provided along the front façade of built structures where facing rights-of-way (vehicular/pedestrian). Foundation shrubs and trees, excepting groundcovers, shall be a minimum of three (3) gallon in size at the time of planting and shall utilize a minimum of five (5) different varieties.
- (5) Development shall feature fully sodded lots, front, side(s) rear and all areas within rights-of-way. Seeding shall be prohibited.
- (6) Double loaded lots or lots backing up to a developed amenity area shall feature a planted twenty (20) feet wide landscape strip, ten (10) feet wide centered on each lot, which shall be comprised of mixed evergreen, hardwood, under story – ornamental, shrubs, and native ornamental grass varieties. Trees shall be a minimum of two (2) inches in size at

the time of planting and shrubs shall be a minimum of two (2) gallon in size at the time of planting.

- (7) Required landscape islands within cul-de-sacs, eyebrows, and traffic calming devices shall contain a decorative hardscape feature such as statuary, sculpture, water feature, etc., as shall be reviewed and approved by the Community Development Director.
- (8) Development shall set aside a minimum of twenty (20) percent of the development for open space, parks or recreational use and shall provide a minimum lot frontage of twenty (20) feet on an interior, dedicated right-of-way. Amenity improvements shall be reviewed by Mayor and Council per recommendation of the Façade Committee.
- (9) All lots shall have underground irrigation infrastructure systems.
- (10) No dwelling lot shall contain any portion of the existing power line easement.
- (11) Landscape plan shall be reviewed and approved by the Community Development Director and/or his designee per the review and approval of Mayor and Council per recommendation of the Façade Committee.

Human:

- (1) Sidewalks shall be provided along the proposed McDonough Parkway extension which are a minimum of five (5) feet in width.
- (2) Sidewalks shall be provided on both sides of interior streets which are a minimum of five (5) feet in width.
- (3) Streetlights with Georgia Power authorized architectural design shall be installed along both sides of interior subdivision streets and the proposed McDonough Parkway extension shall be required. The design of said lighting fixtures shall be reviewed and approved by Mayor and Council per recommendation of the Façade Committee.

Built:

- (1) Dwellings shall be a minimum of 1,600 heated square feet one (1) and two (2) story structures.
- (2) Two (2) car attached or detached garages shall be required.
- (3) Façade elevations of the built structures shall be reviewed and approved by Mayor and Council per recommendation of the Façade Committee. Dwellings and accessory

structures shall feature three (3) sides of brick and/stone on the first story and James Hardie Plank Prime ® brand siding/shake combinations/continuation of brick and/or stone on the second story. Vinyl siding shall be prohibited.

- (4) Dwellings and accessory structures shall feature a diversity of garage/entry door/window/shingle style(s) and colors to add variety to the streetscape.
- (5) Lots shall utilize uniform mailbox structures which shall be approved by the Community Development Director.
- (6) Construction of required model homes per the McDonough Residential Subdivision Ordinance/Model Home Ordinance as certified/amended 2/7/05 (see attachment).
- (7) A mandatory homeowner's association shall be established and maintained pursuant to the laws of the State of Georgia to own and maintain all common open space and amenity areas. Mandatory covenants shall provide for the perpetual ownership, care, and maintenance of all subdivision improvements/common spaces and the continuity of built structures.
- (8) Detention/retention facility, where required, shall be fully screened with a black, vinyl-coated chain link fence per code with gated/screened maintenance access point to the interior street layout, minimum twenty (20) feet of interior street network road frontage, and shall be heavily landscaped around the perimeter with a mixed evergreen planting that is a minimum of six (6) feet in height at the time of planting. Asphalt ingress/egress driveway minimum of twelve (12) feet in width shall be provided to the public right-of-way.
- (9) All underground utilities shall be required.
- (10) A secondary fire/emergency exit shall be required per review and approval of the Fire Chief.
- (11) All other requirements of the McDonough Zoning Ordinance, Subdivision Regulations, and Construction Standards which have not been specifically exempted or varied herein per written request and legal advertisement shall be required.

AGENDA ITEM SUMMARY
April 17, 2023 City Council Meeting
Item Number: 13



Presented by: Andrew Baker

Department: Interim Community Development Department

ITEM SUMMARY:

The request for Case #230112 (Keith Bowman – Bowman property) is for a rezoning from O-I (Office Institutional) with conditions per ORD #20-11-16001(Z) to R-75 (Single Family Residential). The subject property is located at 125 Hampton St., and further recognized as Tax Parcel ID #M09-09002000.

SPECIAL CONSIDERATIONS OR CONCERNS:

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

- 3/14/2023 Municipal Planning Commission Workshop
- 4/6/2023 City Council Workshop
- 4/11/2023 Municipal Planning Commission Public Review
- **4/17/2023 City Council Public Hearing & Vote**

STAFF RECOMMENDATION:

MPC

Rezoning

Stanley Head made motion to recommend approval of the rezoning with a special condition to allow the applicant sixty (60) days to live/work at the location beginning with Council approval, Ricky Beauchamp seconded.

Vote: 6-0: Motion Passed

CDD – Approval of the Rezoning back to R-75, for single-family residential use only.

FINANCIAL IMPACT: N/A

FUNDING SOURCE: N/A

ATTACHMENTS:

- ORD #23-04-17001(Z)
- P/Z Final Staff Report

OTHER DEPARTMENTAL REVIEW NEEDED:

Yes

OTHER DEPARMENTAL REVIEW

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

Department Name: McDonough Police

Comments: Not a reviewing agency.

Department Name: McDonough Fire

Comments: Approval based on review for code compliance.

Department Name: Building & Inspections

Comments: Approval based on review for code compliance.

Department Name: City Engineer

Comments: Recommend that if there are any changes to the current driveway or request for additional driveways or more than one (1) structure, that a concept drawing being submitted prior to approval.

Department Name: Public Works

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

Department Name: Stormwater

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

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.

Department Name: HC Environmental Health Dept.

Comments: Not a reviewing agency.

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency

Department Name: GDOT

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

STATE OF GEORGIA
CITY OF MCDONOUGH

ORDINANCE NO. 23-04-17001(Z)

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

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

SECTION 1.

This ordinance applies to the following real property per the application filed by **Keith Bowman for the Bowman Property**:

All that lot, tract or parcel of land, otherwise known 125 Hampton St. as a portion of Parcel #M09-09002000, lying and being in Land Lot(s) 133 of the 7th District of Henry County, Georgia, consisting of .5017 +/- acres and being more particularly described on Exhibit "A," attached hereto and incorporated herein by reference.

SECTION 2.

The above property is hereby zoned R-75 (Single Family Residential), and subject to the new conditions of development contained in Exhibit "B," attached hereto and incorporated herein by reference.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

This ordinance shall become effective immediately upon adoption.

So ordained this 17th day of April, 2023.

CITY OF MCDONOUGH, GEORGIA

SANDRA VINCENT, MAYOR

ATTEST:

APPROVED AS TO FORM:

CHRISTY TAYLOR, CITY CLERK

EMILIA WALKER, CITY ATTORNEY

Exhibit A
Legal Description (See Attached)

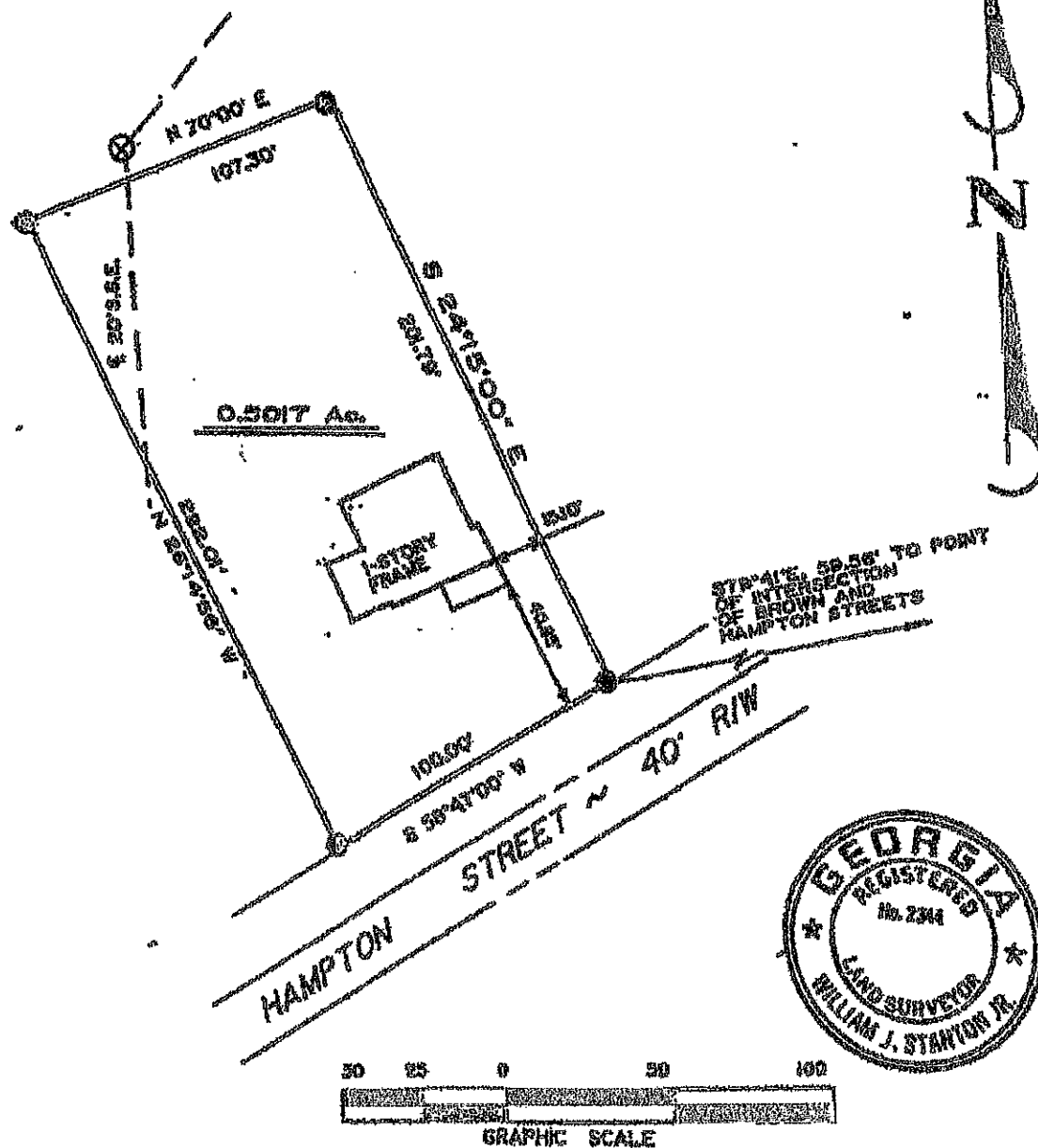
EXHIBIT "A"
LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 133 of the 7th Land District of Henry County, Georgia, and being 0.481 acres as shown on a plat of survey prepared for Southern Mutual Corporation, by Stanton & Associates, Inc., dated June 28, 1988, and by reference to said plat being more particularly described as follows:

Beginning at an iron pin located on the Northwestern right of way line of Hampton Street (40' R/W), said iron pin being North 79° 41' West 59.56 feet from the intersection of the right of way of Brown Street and Hampton Street; thence proceeding along the Northwestern right of way line of Hampton Street South 58° 47' 00" West 100.00 feet to an iron pin; thence leaving said right of way line North 24° 32' 51" West 223.28 feet to an iron pin; thence proceeding North 70° 00' East 107.30 feet to an iron pin; thence proceeding South 24° 15' 00 East 201.79 feet to an iron pin, said iron pin being the Point of Beginning.

Tax ID#: M09-09002000

Subject to any Easements or Restrictions of Record



BASED ON THE INFORMATION SHOWN ON THE FLOOD HAZARD BOUNDARY MAPS FURNISHED BY THE DEPARTMENT OF HUD. THROUGH THE FEDERAL INSURANCE ADMINISTRATION, IT IS MY OPINION THAT THE PROPERTY SHOWN HEREON IS OUTSIDE

OF THE FLOOD HAZARD AREA.

IT IS HEREBY CERTIFIED THAT IN MY OPINION THIS IS A TRUE AND CORRECT REPRESENTATION OF THIS PROPERTY AND HAS BEEN PREPARED IN CONFORMITY WITH THE MEASUREMENT STANDARDS AND REQUIREMENTS OF THE L.A.S.

WILLIAM J. STANTON, JR.
REG. G.S. No. 2344

STANTON & ASSOCIATES, Inc.

P.O. BOX 1136

MCDONOUGH, GEORGIA 30253

404-957-7973

SOUTHERN MUTUAL CORPORATION

LAND LOT 133, 7TH DISTRICT
HENRY COUNTY, GEORGIA

DATE	6-28-84	DRAWN	KS	DRAWING No. 880289
SCALE	1"=30'	CHECKED		

Exhibit B
Conditions of Development

REFER TO FINAL STAFF REPORT



City of McDonough, GA

Community Development Department

Rezoning Staff Report

For Recommendation Only

Case Petition: #230112

Applicant: Bowman Property-Keith Bowman
Address/Location: 125 Hampton St.
Council District: # 2 Jamal Burt
Request: To rezone the property back to R-75 (Single Family Residential)
Land Lot District: 133 of the 7th District
Tract Size: Approximately .5 +/- (Parcel # M09-09002000)

Meetings
03/14/2023 Planning Commission Workshop
04/6/2023 City Council Workshop
04/11/2023 Planning Commission "Public Review"
04/17/2023 City Council "Public Hearing"

Background Information

Current Zoning O-I (Office/Institutional) with conditions per ORD #20-11-16001(Z)



North Boundary

Zoned: RTD [Residential Town Home]
Land Use: Vacant

East Boundary

Zoned: RM-75 [Multifamily Residential]
Land Use: Residential

South Boundary

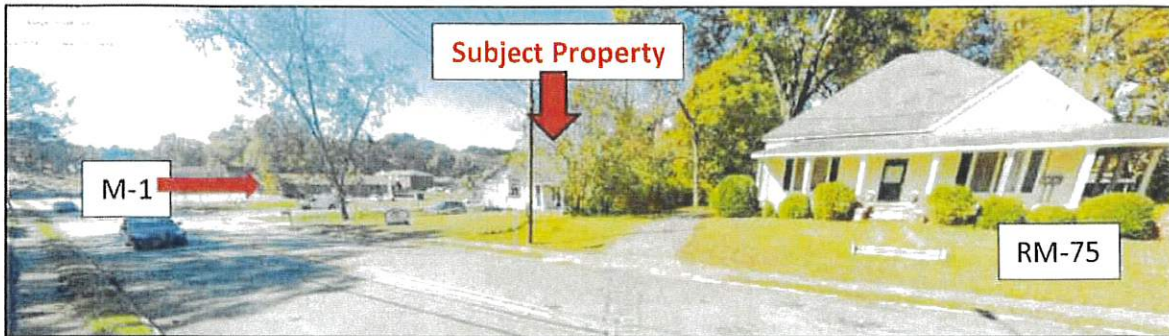
Zoned: RM-75 [Multifamily Residential]
Land Use: Residential

West Boundary

Zoned: M-1 [Light Industrial]
Land Use : Veterinary Hospital



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



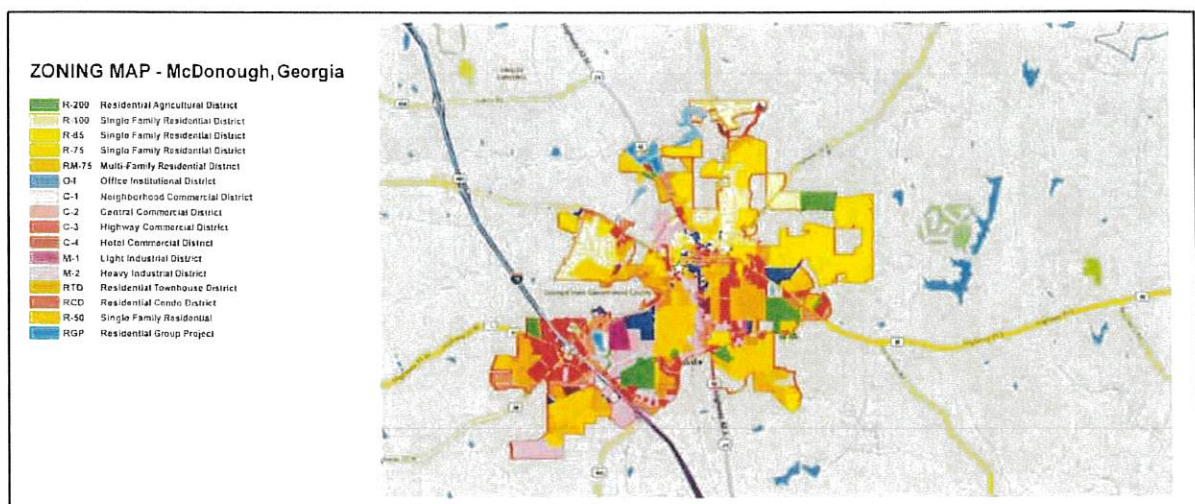
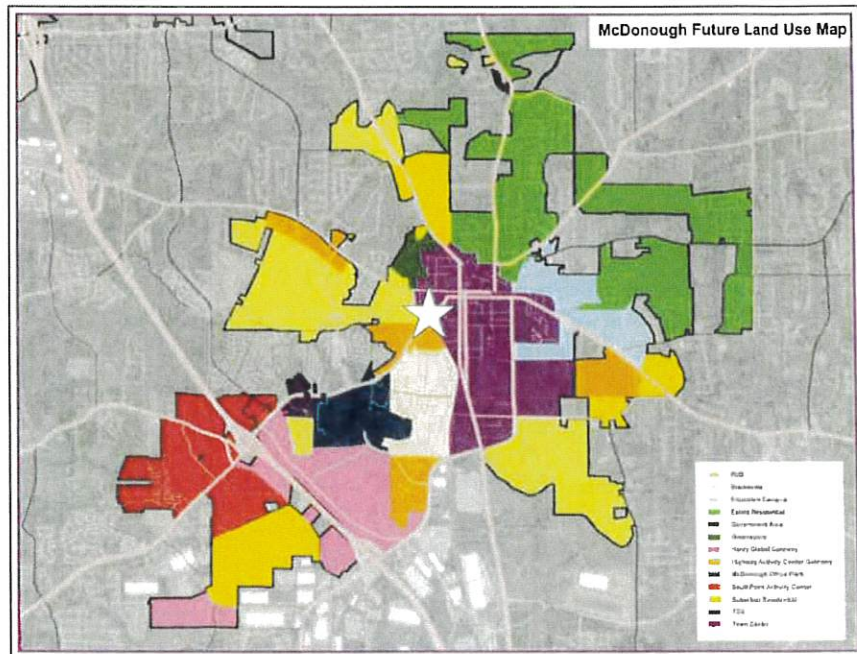


City of McDonough, GA
Community Development Department
Rezoning Staff Report
For Recommendation Only

Staff Analysis:

Section 17.104.048 Standards of Review for Rezoning

▶ Isolated district	No
▶ Possible overtaxing load on public facilities	No
▶ Cost increase to the City(<i>Public Utilities, schools streets, other public safety measures</i>)	No
▶ Impact to environment	No
▶ Amendment will be a deterrent to adjacent properties	No
▶ Current zoning may be used for the purpose intended Current zoning does not permit single family occupancy	No
▶ Property to stay compatible with adjacent properties	Yes
▶ Property is consistent with FLUM [Highway Activity Center Gateway]	No
▶ 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

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

Department Name: McDonough Police

Comments: Ken Noble-Not a reviewing agency.

Department Name: McDonough Fire

Comments: Dave Williams-Approval based on review for code compliance.

Department Name: Building & Inspections

Comments: Mark Dobson-Approval based on review for code compliance.

Department Name: City Engineer

Comments: Mark Whitley-Approval based on review for code compliance.

Department Name: Public Works *[Stormwater, Water Distribution, Water/Sewer Operations]*

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

Department Name: HC Water & Sewer

Comments: Fritz Jacques-Not a reviewing agency.

Department Name: HCDOT

Comments: David Simmons-Not a reviewing agency.

Department Name: GDOT

Comments: Donald Wilkerson

Department Name: HCBOE

Comments: Jim Jones-Not a reviewing agency.

Department Name: HC GIS

Comments: Herb Dillion-Not a reviewing agency.



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

Infrastructure:	Water Service:	City of McDonough
	Sewer Service:	City of McDonough
	Electricity:	Georgia Power
	Telephone:	Spectrum
	Cable Television:	TBD
	Schools:	Henry County Schools

Reflect decision based on FLUM and Comprehensive Plan

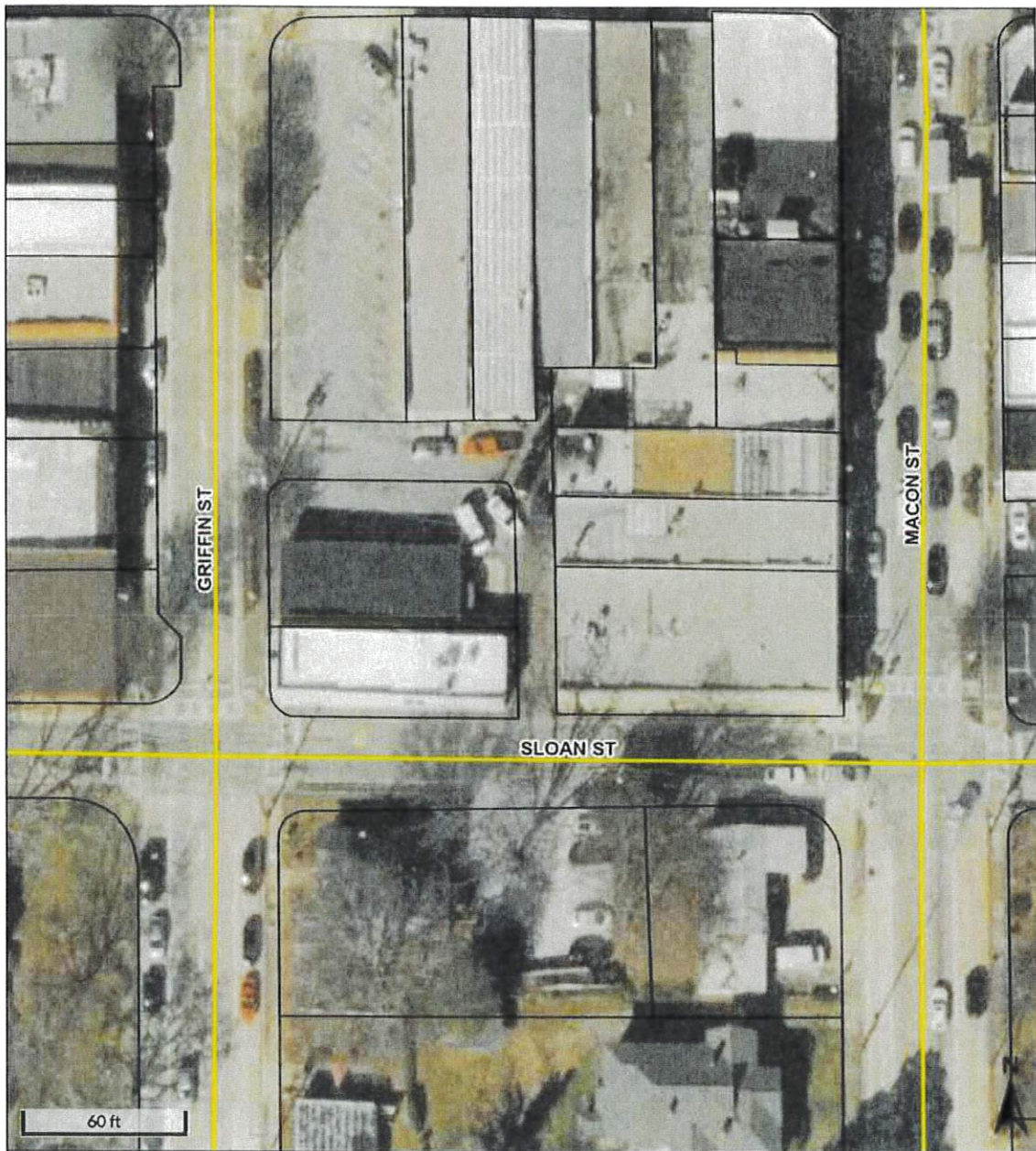
Subject property is an existing house that is currently zoned R-75. Though the FLUM and Comprehensive Plan designates this area as High Activity Center, the subject property itself is not out of current character to revert back to residential use.

Final Staff Recommendation by: Charles Reese, Community Development Director
Staff recommends **Approval** of the Rezoning back to R-75, for single-family residential use only.

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.*



Overview



Legend

-  Parcels
-  Roads

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

Date created: 4/5/2023
Last Data Uploaded: 4/5/2023 7:19:19 AM

Developed by  **Schneider**
GEOSPATIAL

AGENDA ITEM SUMMARY
April 17, 2023 City Council Meeting
Item Number: 14



Presented by: Andrew Baker

Department: Community Development Department

ITEM SUMMARY:

The request for Case #**230203** (84 Hood Street Project/Clifton Law Firm) is for a zoning modification to allow for professional offices and a request for a text amendment to be included within the MU_CR (Mixed-Use Commercial Residential) Overlay District. The subject property is located at 84 Hood St., and further recognized as Tax Parcel ID #M19-06017000.

SPECIAL CONSIDERATIONS OR CONCERNS:

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

- 3/14/2023 Municipal Planning Commission Workshop
- 4/6/2023 City Council Workshop
- 4/11/2023 Municipal Planning Commission Public Review
- **4/17/2023 City Council Public Hearing & Vote**

STAFF RECOMMENDATION:

MPC

Zoning Modification/Text Amendment Request

Taira Castora made motion to recommend approval of the zoning modification to allow professional offices and to strike out the request pertaining to the MU-CR Overlay District, Richard Hiott seconded.

Vote: 6-0 Motion Passed

CDD –Approval of Zoning Modification to allow for professional office. Staff also recommends approval of a text amendment to include property located at 84 Hood Street, as part of the MU-CR zoning district, as long as the property is owner occupied for residential use; per code 15.48.04.

FINANCIAL IMPACT: N/A

FUNDING SOURCE: N/A

ATTACHMENTS:

- ORD #23-04-17002(Z)
- P/Z Final Staff Report

OTHER DEPARTMENTAL REVIEW NEEDED:

YES

OTHER DEPARTMENTAL REVIEW

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

Department Name: McDonough Police

Comments: Not a reviewing agency.

Department Name: McDonough Fire

Comments: Approval based on review for code compliance.

Department Name: Building & Inspections

Comments: Approval based on review for code compliance.

Department Name: City Engineer

Comments: Approval based on review for code compliance.

Department Name: Public Works

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

Department Name: Stormwater

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

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

Department Name: HC Environmental Health Dept.

Comments: Not a reviewing agency.

Department Name: GDOT

Comments: Not a reviewing agency.

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency

STATE OF GEORGIA
CITY OF MCDONOUGH

ORDINANCE NO. 23-04-17002(Z)

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

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

SECTION 1.

This ordinance applies to the following real property per the application filed by **James Clifton of Clifton Law Firm for 84 Hood St. Project:**

All that lot, tract or parcel of land, otherwise known 84 Hood St. as a portion of Parcel #M19-06017000, lying and being in Land Lot(s) 134 of the 7th District of Henry County, Georgia, consisting of 0.35 +/- acres and being more particularly described on Exhibit "A," attached hereto and incorporated herein by reference.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

This ordinance shall become effective immediately upon adoption.

So ordained this 17th day of April, 2023.

CITY OF MCDONOUGH, GEORGIA

SANDRA VINCENT, MAYOR

ATTEST:

APPROVED AS TO FORM:

CHRISTY TAYLOR, CITY CLERK

EMILIA WALKER, CITY ATTORNEY

Exhibit A
Legal Description (See Attached)

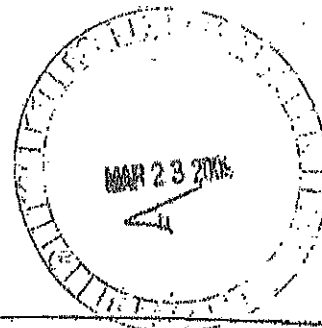
Exhibit "A"

All that tract or parcel of land lying and being in the City of McDonough in Land Lot 134 of the 7th District of Henry County, Georgia, per plat of survey made for Madeline P. Smittle by W. R. Franks, Registered Land Surveyor, dated January 31, 1986, and being more particularly described as follows:

BEGINNING at the corner formed by the intersection of the northeasterly right of way line of Hood Street with the southeasterly right of way line of Lawrenceville Street; thence running North 23 degrees 30 minutes 0 seconds East along the southeasterly right of way line of said Lawrenceville Street 70 feet to an iron pipe; thence South 74 degrees 23 minutes 41 seconds East 219.70 feet to an iron pin; thence South 23 degrees 30 minutes 0 seconds West 70 feet to an iron pin on the northeasterly right of way line of Hood Street; thence North 74 degrees 27 minutes 41 seconds West along said right of way line of Hood Street 219.70 feet to the point of beginning.

LESS AND EXCEPT

All that tract or parcel of land as described on that certain Warranty Deed from William R. Moody, Jr. and Betty Gail Moody to Gregory A. Futch, dated February 10, 2005, recorded February 16, 2005 in Deed Book 7856, Page 96, Henry County, Georgia Records.

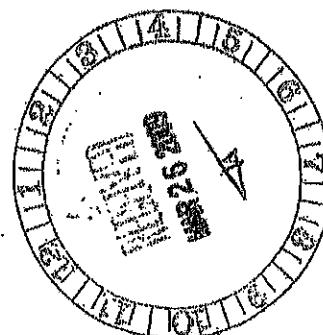


The ranking function representation is more important to the testing my knowledge.

Walt

Wally A. Tuck

Madelyn D. Micham
Notary Public, Rockdale County, Georgia
My Commission Expires July 18, 2013



2/2
attached
Exhibit

Exhibit B
Conditions of Development

REFER TO FINAL STAFF REPORT



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

Case Petition: #230203

Applicant: James Clifton
Address/Location: 84 Hood St
Council District: # 3 Scott Reeves
Request: **Rezone Modification to utilize the MU-CR (Mixed Use Commercial Residential) Overlay District**

Land Lot District: 134 of the 7th District
Tract Size: Approximately .35 +/- (Parcel # M-19-06017000)

Meetings

03/14/2023 Planning Commission Workshop
04/06/2023 City Council Workshop
04/11/2023 Planning Commission "Public Review"
04/17/2023 City Council "Public Hearing"

Background Information

Current Zoning: C-1 (Neighborhood Commercial)
with conditions per ordinance #09-05-04002(Z)



North Boundary

Zoned: O-I [Office Institutional]
Land Use: Professional Office

East Boundary

Zoned: R-100 Single Family Residential
Land Use: Residential

South Boundary

Zoned: C-2/C-3 Central & Highway Commercial
Land Use: Parking Deck

West Boundary

Zoned: O-I [Office Institutional]
Land Use: Law Firm



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



 **Commercial/Office Use**

 **Residential**

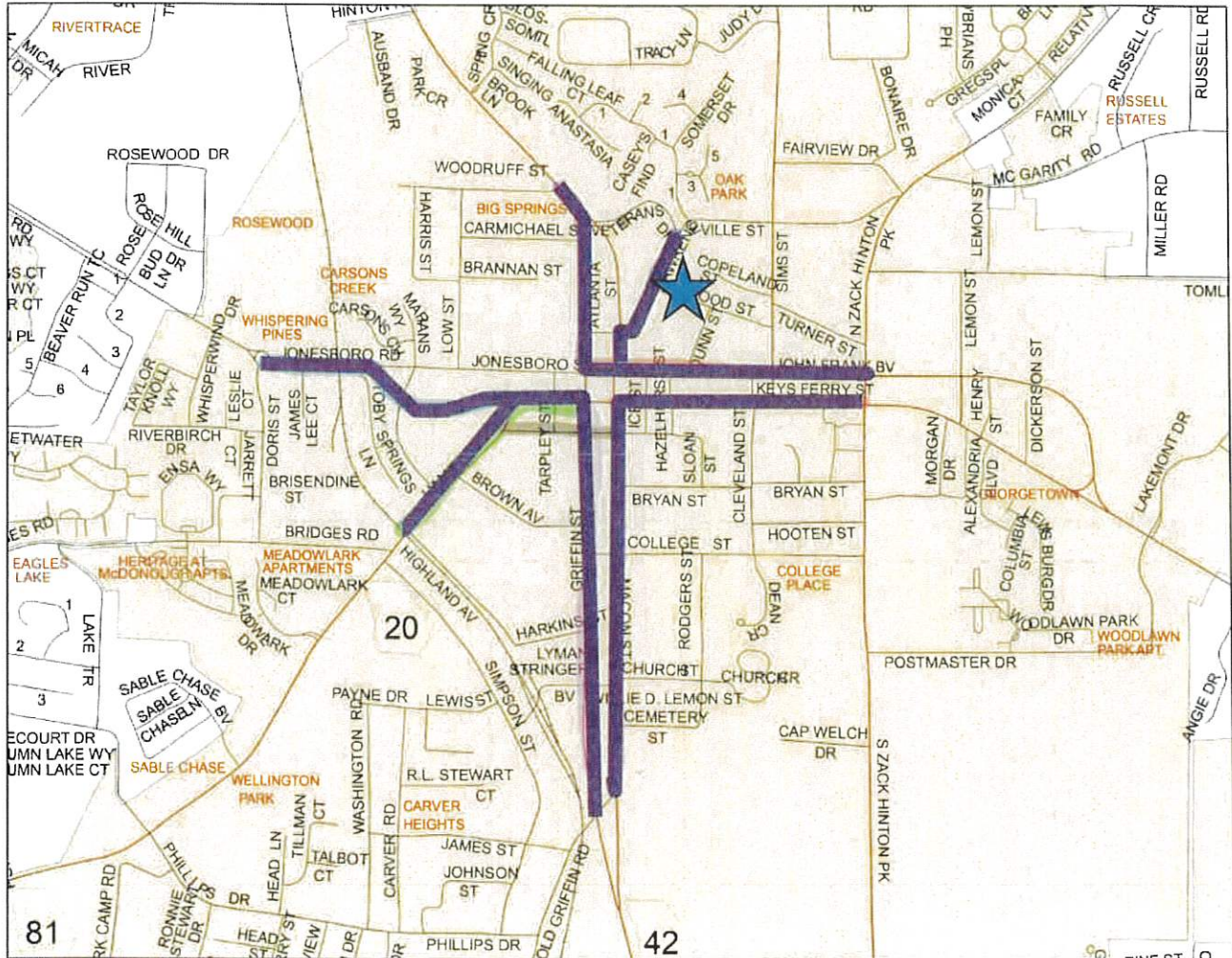


City of McDonough, GA
Community Development Department
Rezoning Staff Report
For Recommendation Only





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



Roadways defined under MU-CR

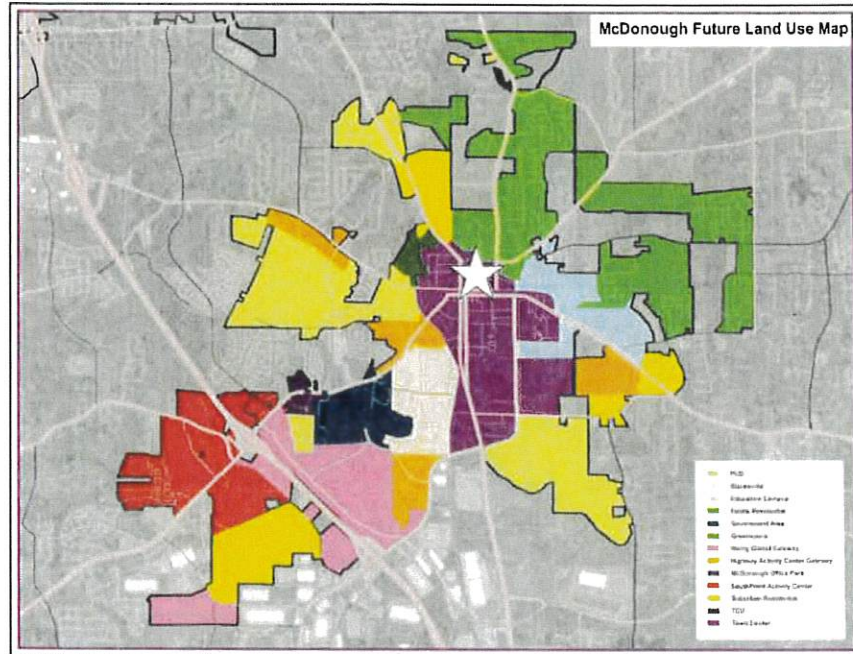


City of McDonough, GA

Community Development Department

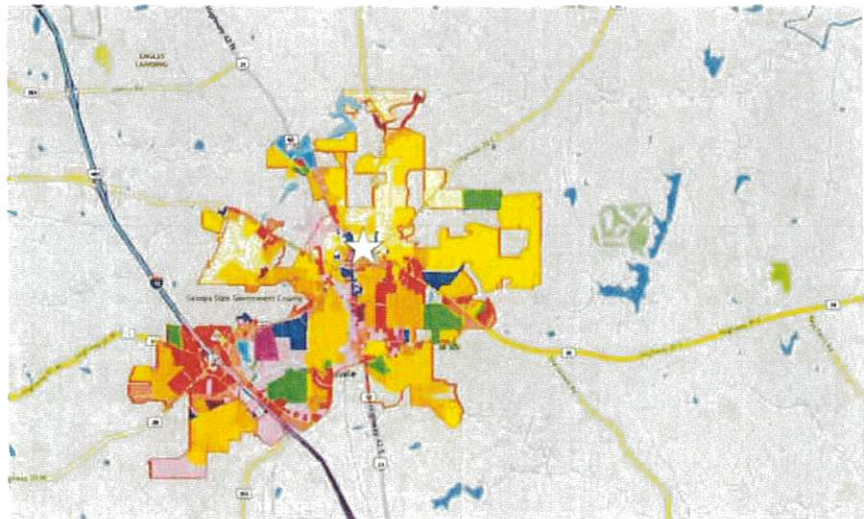
Rezoning Staff Report

For Recommendation Only



ZONING MAP - McDonough, Georgia

- R-200 Residential Agricultural District
- R-100 Single Family Residential District
- R-85 Single Family Residential District
- R-75 Single Family Residential District
- RM-75 Multi-Family Residential District
- O/I Office Institutional District
- C-1 Neighborhood Commercial District
- C-2 Central Commercial District
- C-3 Highway Commercial District
- C-4 Hotel Commercial District
- M-1 Light Industrial District
- M-2 Heavy Industrial District
- RTD Residential Townhouse District
- RCD Residential Condo District
- R-50 Single Family Residential
- RGP Residential Group Project





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(<i>Public Utilities, schools streets, other public safety measures</i>)	No
▶ Impact to environment	No
▶ Amendment will be a deterrent to adjacent properties	No
▶ Current zoning may be used for the purpose intended Under C-1 there is no residential use	No
▶ Property to stay compatible with adjacent properties	Yes
▶ Property is consistent with FLUM [Town Center]	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

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

Department Name: McDonough Police

Comments: Ken Noble-Not a reviewing agency.

Department Name: McDonough Fire

Comments: Dave Williams-Approval based on review for code compliance.

Department Name: Building & Inspections

Comments: Mark Dobson-**Approval** based on review for code compliance.

Department Name: City Engineer

Comments: Mark Whitley-Approval based on review for code compliance.

Department Name: Public Works *[Stormwater, Water Distribution, Water/Sewer Operations]*

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

Department Name: HC Water & Sewer

Comments: Fritz Jacques-Not a reviewing agency.

Department Name: HCDOT

Comments: David Simmons-Not a reviewing agency.

Department Name: GDOT

Comments: Donald Wilkerson

Department Name: HCBOE

Comments: Jim Jones-Not a reviewing agency.

Department Name: HC GIS

Comments: Herb Dillion-Not a reviewing agency.



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

Infrastructure:

Water Service:	City of McDonough
Sewer Service:	City of McDonough
Electricity:	Georgia Power
Telephone:	AT&T
Cable Television:	TBD
Schools:	Henry County Schools

MU-CR DEFINITION

MU-CR stands for Mixed Use Commercial Residential – This designation allows a person to live on site and utilize the property for business. It also allows patrons to visit the site to conduct business. The purpose is to promote walkability within a commercial/residential area.

Allowing Hood Street to be part of the MU-CR district would reflect McDonough's overall direction in promoting a "live, work, play" community. As well, Hood Street being in close proximity (walking distance) to the Downtown Square Activity Center, it would support patronage between all businesses.

Final Staff Recommendation by: Charles Reese, Community Development Director
Staff recommends **Approval** of Zoning Modification to allow for professional office.
Staff also recommends approval of a text amendment to include property located at 84 Hood Street, as part of the MU-CR zoning district, as long as the property is owner occupied for residential use; per code 15.48.04.



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

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.*