

CONSENT AGENDA ITEM SUMMARY
May 2, 2024, City Council Workshop
Item Number: 6A



Presented by: Brian Linton

Department: Technology Services

ITEM SUMMARY:

Request for approval to pay the Versaterm invoice in the amount of \$73,440.00; and to authorize Chief Noble to sign the related documents.

SPECIAL CONSIDERATIONS OR CONCERNS:

This is the maintenance renewal for the Body and Dash cameras the Police Department uses.

STAFF RECOMMENDATION:

Staff recommend the payment of this invoice.

FINANCIAL IMPACT:

This is a budgeted expense was approved in the FY 23-24 budget

FUNDING SOURCE:

This will be paid from line item 100.5.1535.052.1301

ATTACHMENTS:

Versaterm invoice

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance



Versaterm Public Safety US, Inc.
1 North MacDonald, Suite 500
Mesa, Arizona USA
85201

Company Information

Quote Name	McDonough Police Department (GA) - Dash Camera Renewal 2024-2025	Quote Number	00004790
Prepared By	Robert Durant	Created Date	2024-04-15
Email	robert.durant@versaterm.com	Expiration Date	2024-06-30

Customer Information

Account Name	McDonough Police Department (GA)	Bill To	50 Lawrenceville Street
Contact Name	Ken Noble		McDonough GA 30253
Title	Chief		USA
Phone	770-957-1218		
Email	knoble@mcdonoughga.org		

Quote Line Items

Product	Billing Type	Quantity	Sales Price	Total Price	Line Item Description
Individually-Issued Body Camera	Recurring	70.00	USD 540.00	USD 37,800.00	Renewal Period 07/01/2024 to 06/30/2025
Take-home Car Single Dash Camera	Recurring	45.00	USD 792.00	USD 35,640.00	Renewal Period 07/01/2024 to 06/30/2025

Totals

Quote Currency	USD
Net Terms	Net 30
Contract Term	1 Year
Subtotal	USD 73,440.00
Grand Total	USD 73,440.00

Invoicing Procedures

Invoicing Notes: Annual Fees for Renewal Period 07/01/024 to 06/30/2025

Terms and Conditions

TERM:

The products and services listed under this renewal quote shall be governed by the existing agreement(s) as between Customer and Versaterm Public Safety US, Inc.

By signing this renewal quote, the Customer is hereby bound to renew the service for the period described and/or to purchase the products listed for the grand total stated herein. A signed renewal quote transmitted through email is valid and binding even if an original paper document bearing the customer's original signature is not delivered.

Billing Information

Fees will be payable within 30 days of invoicing.

Please note that the Sales Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service rather than the Sales Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.



Versaterm Public Safety US, Inc.
1 North MacDonald, Suite 500
Mesa, Arizona USA
85201

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Bill To" location provided by the Customer on this Quote.

Purchase Order Information (Customer to complete)

Is a Purchase Order required for the purchase or payment of the products on this Quote?

Yes [☐] No [☐]

The customer's purchase order terms will be governed by the parties' existing mutually executed agreement or, in the absence of such, are void and will have no legal effect.

PO Number:

Initials:

Quote Acceptance

Signature:

Name:

Title:

Date:

CONSENT AGENDA ITEM SUMMARY
May 2, 2024, City Council Workshop
Item Number: 6B



Presented by: Chief Dave Williams

Public Safety – Fire Department

ITEM SUMMARY:

Request approval to pay \$ 22,212.96 to Loudoun Communications Inc. for new portable radios, batteries, chargers, and all necessary programming, encryptions, etc. for new apparatus.

SPECIAL CONSIDERATIONS OR CONCERNS:

These are needed for the new apparatus and were approved in the CIE, SPLOST V, and Capital Outlay in the 2023-24 budget.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

\$22,212.96

FUNDING SOURCE:

SPLOST V; Project 10; 326.5.3520.54.2200

ATTACHMENTS:

Loudoun Communications Customer PO: Fire2216, Invoice 70586

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes ☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance

LOUDOUN COMMUNICATIONS INC.

5680 Sttcher Court

Douglasville GA 30134

INVOICE

REMITTANCE COPY

Date: 4/9/2024

Invoice No: 70586

Bill To:

McDonough Fire Department
Attn: Accounts Payable
88 Keys Ferry
McDonough GA 30253

Customer PO: Fire2216

<u>Qty</u>		<u>Price ea.</u>	<u>Subtotal</u>
3	XL-PPM1Y-NA PORTABLE,XL-200P,PKP,YEL,US,NA	\$2,945.00	\$8,835.00
3	XL-PL4L FEATURE,SINGLE BAND 7/800	\$0.00	\$0.00
3	XL-FW2X OPERATION,LOAD NIFOG PERSONALITY	\$0.00	\$0.00
3	XL-PKGPT FEATURE PACKAGE,P25 TRUNKING	\$1,600.00	\$4,800.00
3	XL-PL4F PKG, 1 BEON XL RADIO LICENSE	\$250.00	\$750.00
3	BM-PKGCL-XL PKG, 1 BEON XL RADIO LICENSE	\$310.25	\$930.75
3	XL-PL8T FEATURE, LTE	\$1,200.00	\$3,600.00
3	XL-PKGMR OPTION,IMMERSIBLE RADIO OPERATION	\$250.00	\$750.00
3	XL-PKG8F FEATURE,256-AES,64-DES ENCRYPTION	\$750.00	\$2,250.00
3	XL-PL8Y FEATURE, ENCRYPTION LITE	\$0.00	\$0.00
3	XL-PL5K FEATURE,PROFILE OTAP OVER-THE-AIR PRGM	\$350.00	\$1,050.00
6	XL-PA3V BATTERY,LI-ION,3100 MAH	\$150.00	\$900.00
3	XL-NC8F ANTENNA,WHIP,1/4 WAVE,762-870MHZ	\$40.00	\$120.00
3	XL-HC3L BELT CLIP,METAL	\$30.00	\$90.00
3	Nylon Case HR2005-CB0D	\$50.28	\$150.84
3	Nylon Strap ZZ1000	\$15.89	\$47.67
3	XL-CH6F CHARGER, SINGLE BAY +	\$245.00	\$735.00
6	XF-AE3J SPKR MIC, XL XTRM, NFPA 1802 W/UDC, BLK	\$750.00	\$4,500.00
3	Programming	\$27.50	\$82.50
1	L3Harris 26% State Contract Discount	(\$7,378.80)	(\$7,378.80)
	SN: A40336021660, A40336021664, A40336021670		

Remit to:

LOUDOUN COMMUNICATIONS INC.
5680 Sttcher Court
Douglasville GA 30134

770-948-9566

Fax: 770-948-9532

Please return one copy with payment

**1.5% MONTHLY FINANCE FEE WILL BE
BILLED ON ALL INVOICES PAST TERMS.**

Total: \$22,212.96**Shipping/Handling:** \$0.00**Tax:** \$0.00**Total Due: \$22,212.96****Payment terms:** 15 days**Thank You!**

AGENDA ITEM SUMMARY
May 2, 2024, City Council Workshop
Item Number: 9



Presented by: Chief Ken Noble

Police Department

ITEM SUMMARY:

Request for approval of the purchase, implementation, and signing of a new contract for an additional 11 FLOCK cameras. This will be a 24-month contract for the additional 11 cameras.

SPECIAL CONSIDERATIONS OR CONCERNS:

These additional cameras will be added to the Police Departments other cameras placed around the city. This item was approved at the retreat in 2024.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

(11) FLOCK Safety Falcon Cameras and (2) LPR integration Subscriptions at \$33,500.00
(11) Implementation Fees at \$7,150.00 (\$650.00 Each)
Grand Total for Year 1= \$40,650.00

Subsequent years the grand total will be \$33,500.00.
Complete Contract total for year 1 and subsequent year is \$74,150.00.

FUNDING SOURCE:

ARPA Funds

ATTACHMENTS:

(1) Quote

OTHER DEPARMENTAL REVIEW NEEDED:

X Yes

___ No

Flock Safety + GA - McDonough PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Mike Venable
mike.venable@flocksafety.com
7065800510

flock safety



ORDER FORM

This order form ("Order Form") hereby incorporates and includes the terms of the previously executed agreement (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

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

Customer:	GA - McDonough PD	Initial Term:	24 Months
Legal Entity Name:	GA - McDonough PD	Renewal Term:	24 Months
Accounts Payable Email:	khelgerson@mcdonoughga.org	Payment Terms:	Net 30
Address:	50 Lawrenceville St. McDonough, Georgia 30253	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$33,500.00
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	11	Included
LPR Integration Subscription	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	11	\$7,150.00
Subtotal Year 1:			\$40,650.00
Annual Recurring Subtotal:			\$33,500.00
Estimated Tax:			\$0.00
Contract Total:			\$74,150.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$40,650.00
Annual Recurring after Year 1	\$33,500.00
Contract Total	\$74,150.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
One-Time Fees	Service Description	
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.	
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	

FlockOS Features & Description

FlockOS Features	Description
------------------	-------------

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: GA - McDonough PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

AGENDA ITEM SUMMARY
May 2, 2024, City Council Workshop
Item Number: 10



Presented by: Steve Morgan

Public Works Department

ITEM SUMMARY:

Request for approval to award the Solid Waste Sanitation bid to Republic Services at an annual increase of 4.5% and authorization for the Mayor to sign all required documents.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Staff recommends awarding contract to Republic Services

FINANCIAL IMPACT:

FY 24/25 Budget has been administered to cover the increase.

FUNDING SOURCE:

Line Item:

Residential Sanitation Fund: 540 5.4520.52.3860

Commercial Sanitation Fund: 540 5.4520.52.3862

ATTACHMENTS:

Pro's & Con's of the top 3 bidders

Amendment to current contract with new rate schedule

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance

AMENDMENT TO MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Amendment to the Municipal Materials Management Agreement (the “**Amendment**”) is entered into as of _____, 2024 to be effective as of _____, 2024 (the “**Amendment Effective Date**”) between the City of McDonough, Georgia (the “**City**”), and BF Waste Services, LLC, a Delaware limited liability company d/b/a Republic Services of Georgia (“**Company**”).

Recitals

A. On November 19, 2018, the City and Company entered into that certain Municipal Materials Management Agreement (the “**Agreement**”) pursuant to which the City granted Company the sole and exclusive right and privilege, within the City, to provide residential and commercial waste collection and recycling services (the “**Services**”).

B. In 2023, the City issued a request for proposal number FY 2023-2024 to provide the Services, and the City selected Company as the successful bidder.

C. The parties desire to enter into this Amendment to extend the term of the Agreement and to modify certain of the terms set forth in the Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the City and Company agree to amend the Agreement as follows:

1. Term. This Agreement begins on the Effective date and expires one (1) year thereafter shall automatically renew for four (4) successive one-year periods (the “Term”) unless the City or Contractor provides written notice of non-renewal at least sixty (60) days prior to the expiration of the then current Term. Or unless otherwise terminated in accordance with the terms of this Agreement. Prior to the end of the Agreement’s fifth year, the parties may agree in writing to extend the Term for five (5) successive one-year periods with each year extended one year at a time upon mutual written agreement of the City and the Company.
2. Pricing. The parties agree that as of the Amendment Effective Date, the pricing set forth on Exhibit B shall be replaced with the pricing set forth on Exhibit B to this Amendment.
3. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.
4. Continuing Effect. Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.
5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties’ signatures shall be valid and treated the same as original signatures.
6. Annual Rate Adjustments. Annually Automatic on Anniversary Date Flat 4.5%

[Signatures on following page]

IN WITNESS WHEREOF, the parties have entered into this Amendment to be effective as of the Effective Date.

CITY:

COMPANY:

The City of McDonough

BFI Waste Services, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT B
PRICING

City of McDonough-Residential & Commercial Collection

Weekly Curbside House-Hold Collection

96 Gallon Trash Cart- 1 ST Cart	\$22.40
Extra Service Trash Cart-2 nd Cart	\$15.37

Commercial Trash Waste 96 GL Cart-1x week

96 Gallon Trash Cart-1 st Cart	\$34.03
96 Gallon Trash Cart-2 nd Cart	\$68.04
96 Gallon Trash Cart-3 rd Cart	\$102.06

96 GL Special Cart

96 Gallon Trash Cart-1 st Cart	\$34.03
96 Gallon Trash Cart-2 nd Cart	\$68.04
96 Gallon Trash Cart-3 rd Cart	\$102.06

<u>Extra Unscheduled Pick up Per Call</u>	\$40.00
Monday-Friday only	

City of McDonough-Residential & Commercial Collection**Commercial Dumpsters (Per Week****Frequency/Week)****2 Yard Dumpster**

Pickups per Week	1	\$58.89
Pickups per Week	2	\$117.78
Pickups per Week	3	\$176.66
Pickups per Week	4	\$235.55

4 Yard Dumpster

Pickups per Week	1	\$104.27
Pickups per Week	2	\$208.53
Pickups per Week	3	\$312.80
Pickups per Week	4	\$417.07

6 Yard Dumpster

Pickups per Week	1	\$146.01
Pickups per Week	2	\$292.02
Pickups per Week	3	\$438.02
Pickups per Week	4	\$584.03
Pickups per Week	5	\$730.05

8 Yard Dumpster

Pickups per Week	1	\$200.57
Pickups per Week	2	\$401.13
Pickups per Week	3	\$601.70
Pickups per Week	4	\$802.26
Pickups per Week	5	\$1002.85
Pickups per Week	6	\$1303.42

Cardboard Recycle Dumpster

Pickups per Week	1	\$214.77
Pickups per Week	2	\$429.54
Pickups per Week	3	\$644.30
Pickups per Week	4	\$859.07
Pickups per Week	5	\$1073.85

Extra Unscheduled Pick Up Per Call**\$75.00**

Monday – Friday only

City of McDonough-Residential & Commercial Collection

Rolloff Containers

Specialized 20,30,40 Yard Temp Open Tops

Per Day Rental	\$4.18
Per Month Rental	\$126.59
Compactor Rental Monthly	\$425.00
Per Haul Rate	\$300.00
Disposal Per Ton	\$53.25

560 Macon Street Only-City Operated Only

Per Haul Rate	\$256.16
Disposal Per Ton	\$50.51

Recyclables Commercial Dumpsters (Per Week **Frequency/Week)**

8 Yard Dumpster

Pickups per Week	1	\$255.58
Pickups per Week	2	\$511.16
Pickups per Week	3	\$766.74
Pickups per Week	4	\$1022.32
Pickups per Week	5	\$1277.50

Other

Delivery to Griffin	-
Commercial Extra Yard Fee-Per Occurrence	\$65.00
Commercial Dumpster Delivery/Removal	\$70.00
Rolloff Container Delivery	\$98.00
Annual Automatic Rate Adjustment on Anniversary Date Flat	4.50%

AGENDA ITEM SUMMARY
May 2, 2024, City Council Workshop
Item Number: 11



Presented by: Steve Morgan

Public Works Department

ITEM SUMMARY:

Proposal to increase the Water/Sewer/Sanitation fee structure to collect sufficient revenue for the daily operation and maintenance of our water, sewer facilities and sanitation collections. To increase efficiency and to meet compliance and regularity standards.

SPECIAL CONSIDERATIONS OR CONCERNS:

Most cities have an annual increase of 5% - 7% to account for inflation, expansion, and maintenance. This is the first increase of water, sewer fee schedule since 2016, and sanitation since 2018, in City of McDonough.

STAFF RECOMMENDATION:

Staff recommends approving this request.

FINANCIAL IMPACT:

Water/Sewer/Sanitation customer accounts will absorb the full amount of the rate increase.

FUNDING SOURCE:

ATTACHMENTS:

- Rate Comparison
- 3K Average Monthly Bill Old Rate
- 3K Average Monthly Bill New Rate

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance

WATER				SEWER			
	Previous Rate	Proposed Rate	Difference	Previous Rate	Proposed Rate	Difference	Bill Difference
Base Fee	\$12.39	\$13.41	\$1.02	\$12.39	\$14.11	\$1.72	\$2.74
VOLUMETRIC CHARGES	WATER			SEWER			
	(PER 1,000 GALLONS)			(BASED ON WATER CONSUMPTION PER 1,000 GALLONS)			
0-6,000 Gallons	\$4.68	\$5.36	\$0.68	\$4.68	\$5.46	\$0.78	\$4.38
6,001 - 10,000 Gallons	\$6.37	\$7.28	\$0.91	\$6.37	\$7.42	\$1.05	
10,001 Gallons & Up	\$9.31	\$10.64	\$1.33	\$6.37	\$7.42	\$1.05	
SANITATION							
Residential	17.59	24.63	\$7.04				\$7.04
							\$14.16

3K AVERAGE MONTHLY BILL INCREASE

MANUAL BILLING CORRECTION FORM

Use this form to calculate bills

Address: _____

Account #: _____

Billing Period : _____

WATER

PER 1000 GALLON	USAGE	PRICE PER 1000 GALLON	TOTAL COST FOR USAGE	WATER TOTAL
0-6,000 GALLON	3000	\$4.68	\$14.04	\$14.04
6,001-10,000 GAL	0	\$6.37	\$0.00	\$0.00
10,001 GAL & UP	0	\$9.31	\$0.00	\$0.00
MONTHLY BASE FEE				\$12.39
WATER TOTAL:				\$26.43

SEWER

PER 1000 GALLON	USAGE	PRICE PER 1000 GALLON	TOTAL COST FOR USAGE	SEWER TOTAL
0-6,000 GALLON	3000	\$4.68	\$14.04	\$14.04
6,001 GAL & UP	0	\$6.37	\$0.00	\$0.00
MONTHLY BASE FEE:				\$12.39
SEWER TOTAL:				\$26.43

GARBAGE

CARTS	PRICE PER CART	TOTAL FOR CART'S	GARBAGE TOTAL
1	\$17.59	\$17.59	\$17.59

TOTAL BILLING: \$70.45

AVERAGE BILL WITH NEW RATES

Use this form to calculate bills

Address: _____

Account #: _____

Billing Period : _____

WATER

PER 1000 GALLON	USAGE	PRICE PER 1000 GALLON	TOTAL COST FOR USAGE	WATER TOTAL
0-6,000 GALLON	3000	\$5.36	\$16.08	\$16.08
6,001-10,000 GAL	0	\$7.28	\$0.00	\$0.00
10,001 GAL & UP	0	\$10.64	\$0.00	\$0.00
MONTHLY BASE FEE				\$13.41
WATER TOTAL:				\$29.49

SEWER

PER 1000 GALLON	USAGE	PRICE PER 1000 GALLON	TOTAL COST FOR USAGE	SEWER TOTAL
0-6,000 GALLON	3000	\$5.46	\$16.38	\$16.38
6,001 GAL & UP	0	\$7.42	\$0.00	\$0.00
MONTHLY BASE FEE:				\$14.11
SEWER TOTAL:				\$30.49

GARBAGE

CARTS	PRICE PER CART	TOTAL FOR CART'S	GARBAGE TOTAL
1	\$24.63	\$24.63	\$24.63

TOTAL BILLING: \$84.61

AGENDA ITEM SUMMARY
May 2, 2024, City Council Workshop
Item Number: 12



Presented by: Brandon Williams, Assistant Director

Public Works Department

ITEM SUMMARY:

Request for approval to accept the street resurfacing bid from Onsite Paving, Sealcoating & Maintenance, Inc., in the amount of \$613,755.64; and authorization for the Mayor to sign all required documents.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Street Resurfacing List was approved at the 12/11/2023 City Council meeting.

STAFF RECOMMENDATION:

Staff recommends Onsite Paving, Sealcoating and Maintenance, Inc.

FINANCIAL IMPACT:

2023 LMIG GRANT: \$269,287.61
SPLOST IV: \$344,468.03

FUNDING SOURCE:

Line Item: 325-5.4210.54.1401 SPLOST IV

ATTACHMENTS:

Bid Comparison & Approved Street Resurfacing List

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes ☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance

CITY OF MCDONOUGH 2023 LMIG -- CONTRACTOR BID (APRIL 2024)

ITEM	ENG. EST.	Stewart Bros.	On-Site	SUMMIT	East Coast	Magnum	CW Matthews	Atl. Paving
traffic control	\$ 81,076.00	No item bid provided	\$ 35,000.00	\$ 163,644.00	\$ 70,000.00	\$ 40,000.00	\$ 123,146.82	\$ 70,847.50
Patching	\$ 175.00	No item bid provided	\$ 166.75	\$ 205.00	\$ 200.00	\$ 310.50	\$ 267.66	\$ 341.48
Topping	\$ 150.00	No item bid provided	\$ 151.65	\$ 122.00	\$ 150.00	\$ 162.42	\$ 132.93	\$ 137.96
Tack	\$ 5.00	No item bid provided	\$ 6.00	\$ 6.50	\$ 8.00	\$ 5.10	\$ 2.60	\$ 5.50
Rumble Strips	\$ 1,000.00	No item bid provided	\$ 885.00	\$ 1,250.00	\$ 525.00	\$ 950.00	\$ 850.00	\$ 1,375.00
Milling	\$ 5.31	No item bid provided	\$ 3.48	\$ 3.00	\$ 5.00	\$ 5.00	\$ 3.56	\$ 5.58
Arrows	\$ 100.00	No item bid provided	\$ 125.00	\$ 100.00	\$ 160.13	\$ 28.00	\$ 25.00	\$ 110.00
Adj. MH	\$ 3,300.00	No item bid provided	\$ 100.00	\$ 1,350.00	\$ 450.00	\$ 500.00	\$ 2,120.38	\$ 1,650.00
Adj. WV	\$ 1,100.00	No item bid provided	\$ 100.00	\$ 750.00	\$ 450.00	\$ 500.00	\$ 2,050.42	\$ 770.00
Edgeline	\$ 1,100.00	No item bid provided	\$ 5,280.00	\$ 1,100.00	\$ 2,625.00	\$ 2,200.00	\$ 2,000.00	\$ 1,210.00
Centerline	\$ 1,100.00	No item bid provided	\$ 5,280.00	\$ 1,100.00	\$ 2,625.00	\$ 2,200.00	\$ 2,200.00	\$ 1,210.00
Stop Bar	\$ 10.00	No item bid provided	\$ 4.70	\$ 6.00	\$ 1.05	\$ 3.50	\$ 3.00	\$ 6.60
Crosswalk	\$ 3.00	No item bid provided	\$ 2.25	\$ 2.00	\$ 0.79	\$ 1.25	\$ 1.00	\$ 2.20
Speed Bump	\$ 1,000.00	No item bid provided	\$ 750.00	\$ 2,500.00	\$ 210.00	\$ 750.00	\$ 3,088.80	\$ 1,000.00
Total Bid	\$ 756,706.00	\$ 539,222.56	\$ 613,755.64	\$ 680,934.00	\$ 687,696.83	\$ 712,935.90	\$ 722,798.99	\$ 736,254.04

2023 LMIG GRANT: \$269,287.61

SPLOST IV: \$344,468.03

TOTAL: \$613,755.64

Approved Street Resurfacing

Road Name	From	To	Rating	Width	Length
W. D. Lemon	Griffin St.	Macon St.	43	20	248
Rodgers St	College St.	Macon St.	70	20	2300
Church St (One Way)	Rodgers St.	Macon St.	55	12	755
Cleveland St.	John Frank Ward Blvd	College St.	60	19	1602
Old Griffin Rd.	Railroad (Griffin St)	Macon St.	62	21	445
Sloan St	Hampton St	Bryan St	66	18-22	2284
Hooten St.	Cleveland St.	S. Zack Hinton Pkwy	46	14	1006
Hazelhurst St.	Sloan St.	John Frank Ward Blvd	48	24	508
Hood St	Sims St (Hwy 155)	Lawrenceville St	73	20	1117
Dunn Ave	John Frank Ward Blvd	Hood St.	36	22	641
Highland Ave	Hampton St.	Harkins St.	34	18	1489
Harkins St.	Griffin St.	Highland Ave	33	19	647
Turner St.	Sims St. (Hwy 155)	N. Zack Hinton Pkwy	64	22	917
Copeland St.	Sims St. (Hwy 155)	End	66	18	482

AGENDA ITEM SUMMARY
May 2, 2024, City Council Workshop
Item Number: 13



Presented by: William Von Den Bosch, Director

Public Works – Water Plant

ITEM SUMMARY:

Request approval to purchase a new Streaming Current Monitor a new slide gate operating system for the Water Plant.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Streaming Current Monitor was included in the 2023/2024 budget.
The slide gate operating system was included in the 2023/2024 budget.

STAFF RECOMMENDATION:

Recommend purchasing a streaming current monitor from Hydrocal LLC. This was the lowest bid of \$13,295.00

Recommend purchasing a slide gate operating system from Starfire Automatic Gates and Security. This was the lowest bid of \$11,066.45

FINANCIAL IMPACT:

$\$13,295.00 + \$11,066.45 = \text{Total Costs } 24,361.45$

FUNDING SOURCE:

Line Item 505-5.4420.54.2599 Capital Outlay

ATTACHMENTS:

Starfire Automatic Gates and Security Proposal
Hydrocal LLC Proposal

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes ☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance

PROPOSAL



770.504,STAR

Fax:

starfireinc2004@yahoo.com

Please Remit To:

PO BOX 8

Jackson, GA 30233

TO:

Proposal ID #:

FOR:

CITY OF MCDONOUGH - WATER TREATMENT PLANT

8659

CITY OF MCDONOUGH - WATER TREATMENT
PLANT

8 DOGWOOD LANE, 8 DOGWOOD LANE
MCDONOUGH, GA 30252

8 DOGWOOD LANE, 8 DOGWOOD LANE
MCDONOUGH, GA 30252

Fri Apr 12, 2024

TECHNICIAN / SALES PERSON

MarkHofmann

PAYMENT TERMS

Net 30

Point of Contact

Steve Cox

770-957-4366

Job Description

PAYMENT TERMS ARE SIGN ESTIMATE AND PO NO. STARTUP DRAW OF \$8,000.00 BALANCE DUE ON COMPLETION OF JOB OF \$3613.96

WARRANTY ID-5 YEARS ON OPERATOR FROM LIFTMASTER AND 6 MONTHS ON LABOR

[illegible]

Note: This proposal may be withdrawn if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and hereby Admin. First name accepted. You are authorized to do the work specified. Payments will be made as outline above. All credit card charges subject to a 4% charge

Customer Seal: ☒

Date of Acceptance: _____

CITY OF MCDONOUGH - WATER TREATMENT PLANT

Date:

Terms and Conditions:



Proposal

2680 Highway 42 North McDonough, GA 30253 | Phone: 770-603-9745 | Fax: 770-603-9675

The contractor will be responsible for payment of ANY and ALL additional costs incurred by C&C Fence Company due to contractor and/or site specific requirements, including, but not limited to, safety training, drug screening, security regulations, restrictive work day hours, down time due to site conditions and/or wasted trips to the job site. The amount of the additional charges will be determined by C&C Fence Company.

Proposal Submitted To:

MCDONOUGH

Address:

136 KEYS FERRY ST, MCDONOUGH,
Georgia 30253

Payment Terms: Net 30, ½ Deposit or COD

Prepared by: SES

Date: 4/22/2024

Job Name/Number: DOGWOOD LANE/26743

Job Location: 8 DOGWOOD LANE, MCDONOUGH, Georgia 30253

Contact Name:

Phone:

Work Order Stage:

Proposal Notes:

Replace old operator with new HySecurity gate operator	Remove old operator and install new HySecurity SlideSmart slide gate operator on existing 15' gate. This includes two IRB 325 two-part photo eyes, two Optex virtual optical loops - one functioning as a free exit, one digital keypad (wired) that holds 480 codes, one gooseneck stand, one receiver with ten one-button transmitters. Does not include any electrical wiring or wiring to and from building.	\$11,093.00
	Total	\$11,093.00

To our valued customers: Due to the increasing material pricing, our suppliers are only able to honor material quotes for 30 days. Please plan accordingly and seize any materials as quickly as possible.

Thank you for your understanding.

Please Read Terms & Conditions Carefully

Acceptance of Proposal:

This proposal may be withdrawn if not accepted within 10 days

The above prices, specifications and conditions are satisfactory, and are hereby accepted. I am a legal representative of the above project/property by ownership, contract or attorney-in-fact, and thereby authorize the work to be performed as specified. Payment will be issued as outlined above.

Signature of MCDONOUGH

Date

Signature of C&C Representative

Date



QUOTE

QOT-1249

04/02/2024

Expires on 05/02/2024
At 30 days

Hydrocal LLC

5885 Cumming Hwy Ste. 108 - 221

Sugar Hill GA 30518

Email : alonzo@hydrocal.us

Phone : 678-595-9516

Website : www.hydrocal.us

Billing address

Steve Cox

McDonough WTP

8 Dogwood Lane

McDonough GA 30253

Shipping address

McDonough WTP

8 Dogwood Lane

McDonough GA 30253

Item name & description	Tax	Qty.	Unit price	Amount
HA2-DT4 Streaming Current Sensor DT4 Includes 1 analog output, 25' of cable. 2 Year Warranty		1	\$13,220.00 /piece	\$13,220.00
PS-006 Shipping Shipping		1	\$75.00 /piece	\$75.00
Subtotal				\$13,295.00
Example of Sales Tax (\$0.00 @ 0%)				\$0.00
Total				\$13,295.00

Payment Information

[Home](#) / [Cart](#)

What you need. When you need it.

Get [free shipping](#) on Pick & Ship orders
of reagents and supplies.



Pick & Ship™



My Cart and Quotes

Shopping Cart

There are presently no items in your cart.

Request a Quote (1 Item)

[Move All to Cart](#)

AF7000 Streaming Current Monitor 110V

LXV510.99.10000

Unit Price:
\$19,784.00

1

Subtotal:
\$19,784.00

Ships within 3-5 weeks

Quote Summary

1 Item

Subtotal	\$19,784.00
Total*	\$19,784.00

*may not include all shipping costs and taxes. You will receive an email confirming final order and shipment totals.

[CHAT](#)

Need Help?

AGENDA ITEM SUMMARY
May 2, 2024, City Council Workshop
Item Number: 14



Presented by: Brian Linton

Department: Technology Services

ITEM SUMMARY:

Request for approval to construct a Data Center room at the Public Works building, with costs not to exceed \$125,000.00.

SPECIAL CONSIDERATIONS OR CONCERNS:

Constructing a Disaster Recovery location at the Public Works Building, building a 10x10 room to house computer equipment for the business continuity process. We will need additional equipment for the room after construction (Backup power pack, Fire Suppression System, Storage Array)

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

not to exceed \$125,000.00.

FUNDING SOURCE:

SPLOST V – Line Item: 326.5.1535.54.2599

ATTACHMENTS:

GT Restoration LLC quote

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance

GT Restoration LLC

Greg Thornton

Business Number 4044301153

922 highway 81E Suite 191, McDonough Ga 30252

cbt987@live.com

ESTIMATE

EST0145

DATE

03/26/2024

TOTAL

USD \$18,650.00

TO

City of McDonough

Public works

DESCRIPTION	RATE	QTY	AMOUNT
IT Room	\$18,650.00	1	\$18,650.00
Frame and hang 10x10 room			
Finish Sheetrock			
Paint IT room			
Install commercial door and frame			
Install Static proof flooring			
Install split unit for room			
Install drop ceiling and tile			
Bore hole for IT guy and install 6 inch pipe			
Install 4 quad outlets			
Install Plywood on wall			
Paint the exterior windows			
-Materials and Labor			

TOTAL

USD \$18,650.00



AGENDA ITEM SUMMARY
May 2, 2024, City Council Workshop
Item Number: 15

Presented by: Steve Morgan, City Administrator

ITEM SUMMARY:

Request approval to authorize House Morgan Consulting, Inc. to provide professional engineering services to update the FEMA and Future Conditions Floodplains; and authorize the Mayor to sign all related documents.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

\$154,100.00

FUNDING SOURCE:

Line Item -

ATTACHMENTS:

House Moran Consulting, Inc. Proposal

OTHER DEPARMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARMENTAL REVIEW

☒ Finance



House Moran Consulting, Inc.
Floodplain Management and Water Resources Engineering

January 16, 2024

City of McDonough
Attn: Mr. Mark Dobson
Building Official
136 Keys Ferry Street
McDonough, GA 30253

RE: City of McDonough Flood Study Update (FEMA and Future Conditions)

Dear Mr. Dobson:

House Moran Consulting, Inc. (House Moran) is pleased to present the following proposal to the City of McDonough (Client) to provide professional engineering services to update the FEMA and Future Conditions Floodplains.

PROJECT UNDERSTANDING

The City of McDonough is seeking assistance with a comprehensive floodplain modeling and mapping update to identify flood risks. Maintaining current floodplain mapping is a critical part of the effort towards reducing a community's liability of flood hazards and increasing public safety. The preparation of floodplain mapping that reflects future conditions is in part to meet the Metropolitan North Georgia Water Planning District (MNGWPD) requirements.

The City of McDonough is required by MNGWPD to regulate the future conditions floodplains on streams with drainage areas of 100-acres or greater. The County has existing floodplains that are delineated on the FEMA Flood Insurance Rate Maps (FIRMs). The County has also prepared future conditions floodplain mapping in past. This proposal will utilize applicable info from previous studies and supplement with new field survey and LiDAR data to develop future conditions floodplain mapping.

This flood study will include field survey, hydrologic modeling, hydraulic modeling, floodplain mapping, and submittal of a Letter of Map Revision (LOMR) to FEMA to incorporate the future conditions floodplain mapping as a shaded X zone on the FEMA Flood Insurance Rate Maps (FIRMs).

SCOPE OF SERVICES

The following tasks are proposed to meet the requested services in Henry County's RFP # 22-19 Flood Plain Study. This Scope of Services adds the City of McDonough using the same methodology as the Henry County Flood Study Update. The project will be divided into the following tasks:

- ◆ Task 1 – Data Collection & Project Scoping
- ◆ Task 2 – Field Survey



- ◆ Task 3 – Hydrologic Modeling
- ◆ Task 4 – Hydraulic Modeling
- ◆ Task 5 – Model Calibration and Verification
- ◆ Task 6 – Floodplain Mapping
- ◆ Task 7 – FEMA LOMR Submittal

Our baseline approach is to follow FEMA's Detailed Study criteria. This approach will utilize the latest LiDAR data and supplemented with field survey of appropriate hydraulic structures (bridges, culverts, and dams) that do not have existing, accurate data. Channel cross sections will be field surveyed to update the LiDAR data at hydraulic structures. Additional stream channel cross sections can be surveyed between hydraulic structures as the budget permits.

Task 1: Data Collection & Project Scoping

House Moran will identify and collect the best available data for use on this project. This data will include GIS data, previous flood studies, and as-built plans. Utilizing this existing data will reduce survey efforts and save the City money. The collected data will be submitted to City of McDonough staff for their review and use before proceeding tasks to ensure the best available data is being utilized on this project.

Task 2: Field Survey

A local firm, Moore Bass Consulting, will perform field survey of all hydraulic structure crossings on the streams with greater than 100-acres of drainage area using detailed study methodology. The field survey will be conducted as follows:

All survey will be conducted in NAV83 Georgia State Plane – West coordinate system and NAVD88 vertical datum. Differential GPS techniques will be used to set two reference points at each hydraulic structure. The survey for will include the following:

- 1) Natural Valley Channel Cross Sections
 - a. Survey should include bank-to-bank plus 25-feet beyond top of banks
 - b. Digital photos of upstream floodplain and downstream channel/floodplain
 - c. No sketch required
- 2) Roadway Crossing with Culvert
 - a. Survey will include:
 - Top of road profile
 - Inverts & dimensions of culvert opening
 - Hydraulic width and length of culvert
 - Downstream channel cross section at toe of road embankment
 - Upstream channel cross section at toe of road embankment
 - b. Digital photos of upstream floodplain, upstream face, downstream face, and downstream floodplain
 - c. Sketch of culvert
- 3) Roadway Crossing with Bridge
 - a. Survey will include:
 - Top of road profile
 - Rails
 - Abutments



- Location & dimension of piers
- Low chords and/or deck thickness
- Channel inverts
- Downstream channel cross section at toe of road embankment
- Upstream channel cross section at toe of road embankment
- b. Digital photos of upstream floodplain, upstream face, downstream face, and downstream floodplain
- c. Sketch of bridge
- 4) Inline Dams: Survey of dams located on the studied stream reaches and lakes with large storage volumes will be performed to determine the primary and emergency outlet control elevations/dimensions and the top of dam profile.
 - a. Survey will include:
 - Embankment and top of dam
 - Upstream ground section
 - Downstream channel cross section
 - Water shots
 - Spillways
 - Risers
 - b. Digital photos of upstream floodplain, upstream face, downstream face, and downstream floodplain
 - c. Sketch of dam

Our desktop scoping for this project identified the following structures that will be surveyed:

- 13 Bridges
- 145 Culvert
- 19 Dams
- 12 Channel Cross Sections

Any additional structures identified during the field survey will be surveyed for an additional fee as identified in the Fee section.

Survey deliverables will be an ASCII text file of the surveyed points, digital photos, and sketches for each structure.

The field survey points will be combined with the latest LiDAR Digital Elevation Model (DEM). HEC-RAS cross sections located where stream channels have been surveyed will include the original DEM in the overbank areas and the field survey of the channel. This methodology utilizes the relatively accurate LiDAR data in the overbank areas and reduces the cost of field surveys by limiting these to the channel where the LiDAR data does not typically have adequate definition. The stream channel dimensions at the surveyed cross sections will be further utilized by interpolating the channel to upstream and downstream cross sections.

Task 3: Hydrologic Modeling

House Moran will develop new hydrologic and hydraulic models using the latest version of the U.S. Army Corps of Engineers (USACE) HEC-RAS computer program. The model will be a 2-Dimensional (2D) rain-on-grid (ROG) model that will encompass the full watershed. Utilizing the ability of HEC-RAS to incorporate both the hydrology and hydraulics into one model eliminates the need to estimate subbasin drainage areas, lag times, and reach routings. Runoff



from excess precipitation (precipitation that is not infiltrated) is routed through the basin using 2D shallow flow equations based on the full St. Venant unsteady flow equations. Storage throughout the basin is included in the 2D analysis and not just at specified storage routing nodes. Flow through culverts bridges, and dams are estimated using 2D connections to calculate losses through the structures, spillways, and overtopping of dams/roads.

A preliminary delineation of the drainage areas with 100-acres of contributing area was performed for this proposal. This analysis produced stream reaches downstream of this threshold. The results showed that the City of McDonough has approximately 23.6 miles of streams in the incorporated area with a drainage area equal to or greater than 100-acres. The attached figure shows the streams and hydraulic structures that were identified for this proposal.

In HEC-RAS, infiltration is computed during the hydraulic model simulation at the same time step as the hydraulic computations. Each cell of the 2D mesh acts as an exceedingly small subbasin. Infiltration losses are subtracted directly from the precipitation hyetograph at each cell based on the NRCS runoff curve number parameters at the cell. The infiltration parameters at each cell determine the excess precipitation that is calculated at each cell. To develop these values at each cell, an infiltration layer that covers the extent of the 2D model area is created for existing conditions in ArcGIS. The layer contains the required infiltration and impervious parameters. HEC-RAS converts the layer to a gridded infiltration coverage.

A more detailed version of the ArcHydro analysis will be performed at the beginning of the project to identify the 100-acre stream reaches more accurately. Stream centerlines from the County's GIS will be corrected and burned into the LiDAR DEM to reinforce the stream alignments in the DEM to create a hydro-reinforced DEM. ArcHydro will also be used to fill small sinks in the DEM to prevent inaccurate reductions in the runoff volume caused by small depressions in the DEM.

Precipitation – Precipitation input will be developed for the 10-, 4-, 2-, 1-, 0.2-percent ACE using NOAA Atlas 14. The 1-percent plus storm will also be evaluated using statistical analysis.

Existing and Future Conditions Land Use – House Moran has developed a standardized method to translate zoning codes into land use codes that fit the categories found in the NRCS TR-55 manual. After an initial translation, residential land use categories are further refined using the lot sizes in GIS. All of the parcels are reviewed and edited using the latest aerial photography to create an accurate Existing Conditions Land Use layer in GIS. The City of McDonough's Future Land Use Plan includes predicted future development for the City. The future land use categories will be used to update the Existing Conditions Land Use to create a Future Conditions Land Use layer that will be used to estimate the future conditions floodplain.

Curve Numbers – A curve number represents the surface runoff potential within a sub-basin/grid cell. Basin boundaries, soils data and land use are all required to properly calculate curve numbers. After basins are delineated, a gridded runoff curve number layer will be calculated for watershed to represent future conditions within the County. A digital version of the NRCS Soil Survey, "SSURGO," will be intersected within ArcGIS to produce a gridded curve number layer.

Manning's N – A depth variable Manning's n-value layer will be created for natural areas with shallow flow to more accurately represent friction losses associated with rain on grid models where depths starting at 0.001 feet are being modeled. Creating the depth variable Manning's n layer is an iterative process. The depth generated by the initial run is then used to create the first



iteration of the depth variable Manning's n-value layer. All subsequent model runs are executed using the depth variable Manning's n-value layer created from the previous model run until the change to the depth classifications coverage is negligible.

Channel and Storage Routings – Routing in the 2D HEC-RAS model is computed using shallow water equations (SWEs) to convey flow from cell-to-cell. Storage is computed as part of the SWE computations in the 2D HEC-RAS model as this unsteady flow method routes the hydrograph and not just the peak flow.

Task 4: Hydraulic Modeling

House Moran will develop new 2D hydraulic models using the latest version of the USACE's HEC-RAS computer program. HEC-RAS models will be developed for each watershed and will extend to the watershed boundary. The detailed hydraulic analysis will extend to the upstream end of the 100-acre streams.

Geometry File - Stream centerlines will be digitized in ArcGIS to follow the LiDAR and aerial photography. The HEC-RAS RAS Mapper program will be used to construct most of the geometry model. The stream centerlines will be imported. A terrain will be created using the DEM with the field surveyed points incorporated. The model will be spatially referenced to match the County's GIS. The HEC-RAS geometry file will include the following:

- ◆ A continuous stream centerline for each modeled stream reach
- ◆ Bridge and culvert lines along the roadway profile (includes road name and culvert geometry data)
- ◆ Inline structure lines along the dam profile (includes outlet and spillway information)
- ◆ A variable 2D computational mesh that covers the model extent
- ◆ Breaklines to add detail to the 2D mesh at hydraulically important areas of the terrain and to align the 2D mesh to the direction of flow
- ◆ The hydraulically corrected terrain
- ◆ A 2D Manning's n-value landuse layer
- ◆ A curve number layer

Flow File – The ROG time series for the watershed is applied to the 2D mesh through the Precipitation Boundary Condition. Outflow Boundary Condition lines set to the appropriate Boundary Condition Type.

Plan File – The plan file links the geometry file and flow file for each model run. The plan also includes the settings and tolerances for the model run. Model runs will use the Shallow Water Equations, Eulerian-Lagrangian Method (SWE-ELM). The computational time step will be optimized based on results and model run time.

Model Balancing – Typical model balancing is not necessary since the ROG 2D HEC-RAS model incorporates the hydrology and hydraulics into one model. Routing and storage are computed using the SWEs and the full hydrograph. Areas providing storage will be evaluated for accuracy and to ensure runoff volume is not being inaccurately retained.

Final review of the HEC-RAS model is performed by our QA/QC Manager. Following the QA/QC process, the model results are used to create the floodplain mapping (see Task 6).



Task 5: Model Calibration and Verification

The calculated peak flows can be compared to urban regression equation estimates of peak flows. The percent impervious value in the regression equations will be calculated based on the future land use condition. The regression equations provide a confidence interval with upper bound, lower bound, and computed curve values for each return period. The 100-year return period will be compared to the computed peak flows from the HEC-RAS model at several locations throughout each watershed. This comparison does not provide specific values that the models need to be calibrated to, but rather a range of values that can be used to provide an overall comparison of where the computed peak flows fall within the upper and lower bounds. When combined with other evidence such as high-water marks, the modeler can make an informed decision about adjusting the model parameters.

Task 6: Floodplain Mapping

The 2D HEC-RAS model results can be viewed in several ways using RAS Mapper. Map layers such as depth of water, water surface elevations, velocity, and inundation boundary are a few of the layers generated. Additionally, time series plots and tables can be generated at 2D mesh cells or at user delineated lines and polygons. Evaluation lines and supplemental BFE lines will be created to compile the model results in the Flood Study report. The GIS data created by RAS Mapper will be used to create the future conditions floodplain mapping.

Manual editing of the floodplain shapefile is always necessary to correct small errors and to meet FEMA standards. Small holes within the floodplain are filled and small islands outside of the main floodplain boundary are deleted to create a clean floodplain boundary. Finally, floodplain delineations at roadways and any area with a rapidly changing flood profile require close inspection.

The digital floodplains will be inspected by our QA/QC Manager to ensure that the final deliverables meet FEMA's Floodplain Boundary Standards (FBS). Floodplain widths and elevations will be cross-checked against the 100-year BFEs and HEC-RAS profiles.

The final Future Conditions Floodplain Maps will include future floodplain boundaries along all modeled streams, stream centerlines, watershed boundaries, base flood elevations (BFEs), parcel boundaries, districts, and street names. The County's latest aerial photography will be used as the background for the maps.

Task 7: FEMA Study Submittal

The Future Conditions floodplains are to be administered locally. The Existing Conditions flood study and floodplain mapping will be submitted to FEMA as either a Letter of Map Revision or a Physical Map Revision. The preferred process will be discussed with the Georgia Environmental Protection Department (GA EPD) for a final decision.

A Flood Study Report containing modeling methodology, results, support documentation, and related mapping will be prepared for proposed revisions to the FEMA FIRM. The project will be submitted to the City of McDonough and FEMA to meet the requirements for a LOMR Application, including the following:

- ◆ A Flood Study Report that contains the hydraulic modeling analysis, mapping, and supporting documentation



- ◆ Annotated FEMA flood profiles for all proposed channel reaches
- ◆ Annotated Summary of Discharges Table
- ◆ Digital copy of models
- ◆ Topographic Work Map
- ◆ Annotated FIRM
- ◆ FEMA MT-2 Forms Package, including an executed Community Overview and Concurrence Form signed by the City of McDonough; and
- ◆ Public Notifications in the form of a newspaper legal advertisement/notification.

House Moran will load the digital LOMR Application (MT-2 Forms and supporting documentation) onto FEMA's Online Letter of Map Change (LOMC) Portal. FEMA will assign a case number, review the information provided, and provide approval. House Moran will track the LOMR application and respond to all formal and informal (phone call or email) requests for additional data or clarifications in a timely manner through approval.

As an alternative to the above LOMR process, House Moran will coordinate with the Floodplain Management department at the Georgia Environmental Protection Division – Watershed Protection Branch. The future conditions flood study may be eligible to be incorporated into Physical Map Revision projects that are completed by the Floodplain Management department and their contractors each year.

DELIVERABLES

Our Project Manager will provide a final review to ensure all the QA/QC comments have been addressed and the deliverables meet the project scope requirements. Upon project completion, House Moran will submit the following deliverables to the City of McDonough:

- ◆ All survey data including an ASCII text file with coordinates and descriptions, field sketches, and photos
- ◆ Digital hydrologic geodatabase including land use and hydrologic soil group
- ◆ Digital HEC-RAS hydraulic models
- ◆ Digital hydraulic geodatabase to support HEC-RAS models including stream centerlines, 2D connections, bridges, culverts, and inline structures (dams)
- ◆ Digital Future Conditions Floodplain Maps in PDF format
- ◆ Digital future floodplain geodatabase including model results and future conditions floodplain boundaries
- ◆ Digital copy of the final Flood Study report
- ◆ Submittal of FEMA LOMR application to FEMA

INFORMATION PROVIDED BY CLIENT

House Moran shall be entitled to rely on the completeness and accuracy of all information provided by the Client, and the Client's consultants and/or representatives, including but not limited to the following:

- ◆ GIS Layer with current Land Use or Zoning
- ◆ GIS Layer with future Land Use or Zoning
- ◆ As-built plans or survey of any available bridges, culverts, or detention ponds, and
- ◆ Any available topographic data that is better than the available LiDAR data.



SCHEDULE

House Moran will complete Tasks 1-6 of this Scope of Services within 12 months from Notice to Proceed. The final task (FEMA LOMR Submittal) will be completed with the Countywide study and will depend on FEMA and GA EPD for final adoption of the updated FEMA FIRMs.

FEE

The estimated cost for the Scope of Services above will be completed for the fee of \$154,100.00 plus any additional structures identified during the field survey, based on the breakdown of tasks/costs provided below. This fee will not be exceeded without prior written authorization from the Client. The project will be billed monthly on a percent complete basis.

The fee was estimated based on the following assumptions. Any additional structures identified during the field survey will be added to the study at cost identified below:

- ◆ 13 Bridges (+ \$2,000 for additional bridges)
- ◆ 145 Culvert (+ \$1,100 for additional culverts)
- ◆ 19 Dams (+ \$1,200 for additional dams)
- ◆ 12 Channel Cross Sections (+ \$1,100 for additional cross sections)

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to House Moran Consulting, Inc., and "Client" shall refer to City of McDonough.

If the Client concurs with all the foregoing and wishes to direct us to proceed with the services contained herein, please have authorized persons execute a copy of this Agreement in the spaces provided below, scan, and e-mail a PDF of this executed agreement to me at tcochran@housemoran.com. We appreciate the opportunity to provide these services to the City of McDonough. Please contact me at (404) 569-1695, if you have any questions.

Very truly yours,

HOUSE MORAN CONSULTING, INC.

Georgia PE Firm No. 007085

J. Todd Cochran, PE, CFM
Senior Vice President

Attachments: Standard Provisions

CLIENT SIGNATURE BLOCK

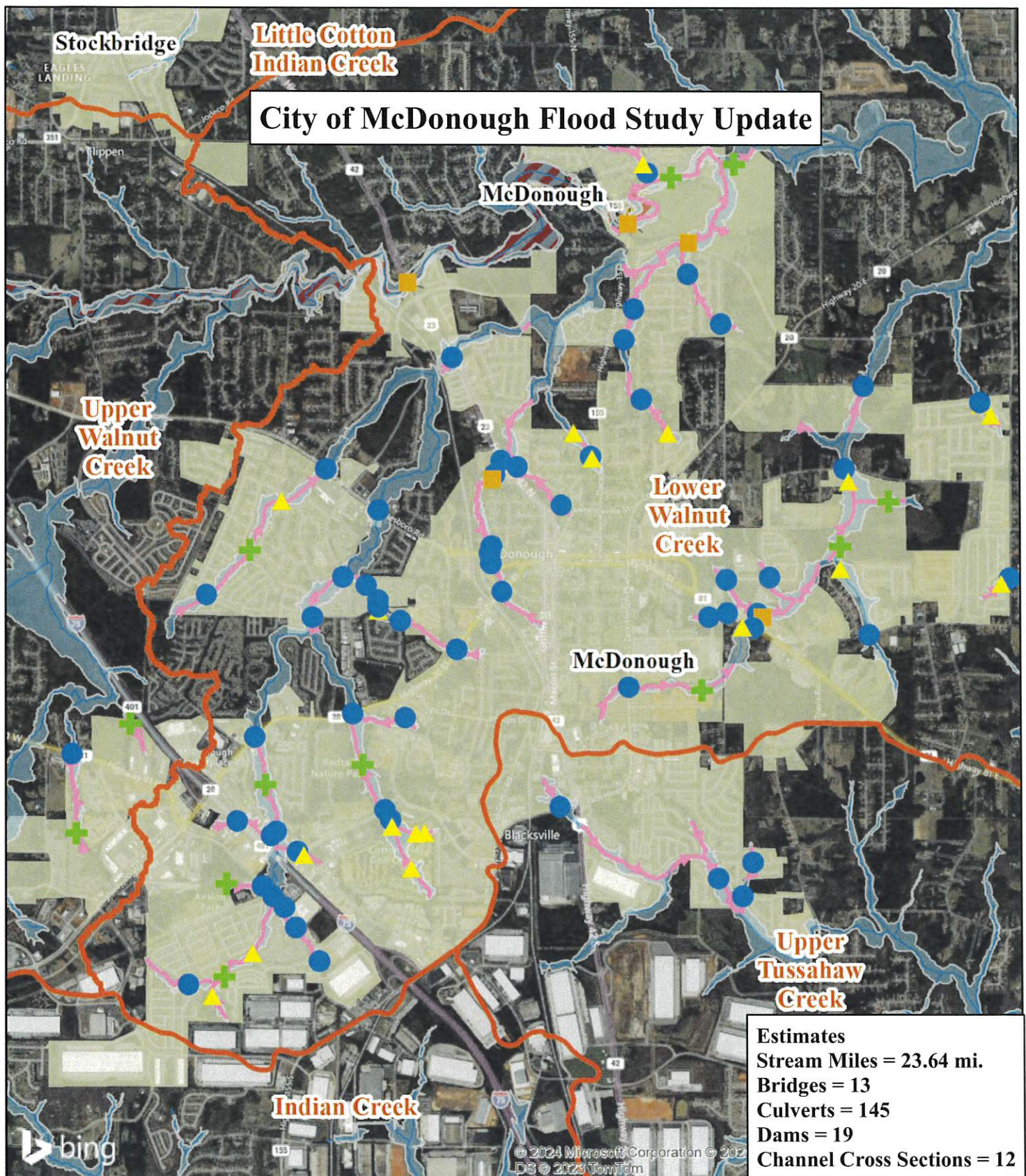
City of McDonough

Authorized Representative

Printed Name

Title

Date



1 inch = 4,000 feet

Stream Miles and Structure Survey Estimate

Legend

Survey Structures

- Bridge
- Culvert

- Dam

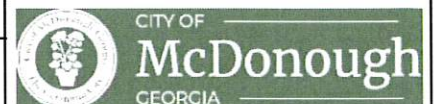
- Channel Cross Section



- Basins

- 100 Acre Streams

- City Boundaries



HOUSE MORAN CONSULTING, INC.

STANDARD PROVISIONS

- (1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- (2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:
- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
 - (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
 - (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
 - (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
 - (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
 - (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
 - (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
 - (i) Bear all costs incidental to the responsibilities of the Client.
- (3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.
- (4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:
- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due upon receipt, unless other arrangements have been made and mutually acceptable. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
 - (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
 - (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
 - (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.
- (5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not

intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State in which the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

AGENDA ITEM SUMMARY
May 2, 2024, City Council Workshop
Item Number: 16



Presented by: Andrew Baker

Department: Community Development Department

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 for the **Avery Landing Townhomes (fka Eagles Rest)** as recommended by Staff, for the subject property located in District 4 (CM Kam Varner), and further recognized as Tax Parcel ID #M0.35-01004003, located on Hampton Rd.

SPECIAL CONSIDERATIONS OR CONCERNS:

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

- 5/2/2024 City Council Public Review

STAFF RECOMMENDATION:

After a review, the Planning & Zoning Division recommends Approval based on compliance with City Code and Zoning Ordinance (#)

FINANCIAL IMPACT: N/A

FUNDING SOURCE: N/A

ATTACHMENTS:

Zoning Ordinance (22-05-05001(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: Not a reviewing agency.

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.

Department Name: HC Tax Assessor

Comments: Not a reviewing agency.

Department Name: HC Water & Sewer

Comments: Approval based on review for code compliance.

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.

Department Name: GDOT

Comments: Not a reviewing agency.

GOOD GOVERNANCE

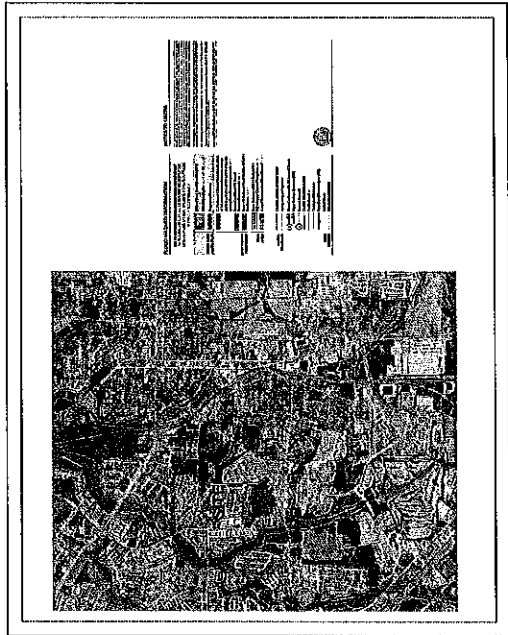
Guiding Principle: Fiscal Responsibility, Accountability, Transparency

PRELIMINARY PLAT FOR EAGLES REST PHASE II

LAND LOT 156, DISTRICTS 7
CITY OF MCDONOUGH, GEORGIA

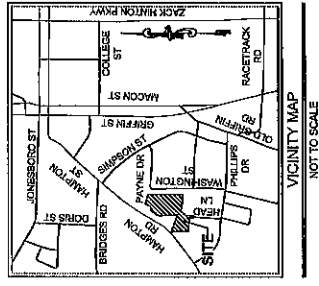
OWNER/DEVELOPER: DRS GROUP 160 WHITNEY STREET FAYETTEVILLE, GA 30214	24 HOUR CONTACT: ALEX MCCART PHONE: (770) 471-4751	SURVEYOR: FALCON DESIGN CONSULTANTS, LLC 235 CORPORATE CENTER DR., SUITE 200 STOCKBRIDGE, GA 30281 PHONE: (770) 389-4666	ENGINEER: FALCON DESIGN CONSULTANTS, LLC 235 CORPORATE CENTER DR., SUITE 200 STOCKBRIDGE, GA 30281 PHONE: (770) 389-4666
---	--	---	---

Sheet List Table
1.0 COVER
2.0 ZONING CONDITIONS
3.0 EXISTING CONDITIONS
4.0 SITE PLAN
5.0 LANDSCAPE PLAN
5.1 LANDSCAPE DETAILS



FEMA FLOOD MAP
N.T.S.

FLOOD NOTE
AS SHOWN ON FLOOD INSURANCE RATE MAPS OF A CITY OF MCDONOUGH, GEORGIA, THE FLOOD HAZARD ZONES AND FLOOD ELEVATIONS ARE NOT LOCATED IN A FEMA FLOOD HAZARD ZONE.



DEVELOPMENT DATA

1. OWNER/DEVELOPER: DRS GROUP 160 WHITNEY STREET FAYETTEVILLE, GA 30214 PHONE: (770) 471-4751	2. PROJECT ADDRESS: LAND LOT 156, DISTRICT 7 CITY OF MCDONOUGH, GA 30281	3. PROJECT AREA: TOTAL NUMBER OF LOTS: 20 TOTAL AREA: 2.00 ACRES LAND LOT 156: 0.20 ACRES LAND LOT 157: 0.20 ACRES LAND LOT 158: 0.20 ACRES LAND LOT 159: 0.20 ACRES LAND LOT 160: 0.20 ACRES LAND LOT 161: 0.20 ACRES LAND LOT 162: 0.20 ACRES LAND LOT 163: 0.20 ACRES LAND LOT 164: 0.20 ACRES LAND LOT 165: 0.20 ACRES LAND LOT 166: 0.20 ACRES LAND LOT 167: 0.20 ACRES LAND LOT 168: 0.20 ACRES LAND LOT 169: 0.20 ACRES LAND LOT 170: 0.20 ACRES LAND LOT 171: 0.20 ACRES LAND LOT 172: 0.20 ACRES LAND LOT 173: 0.20 ACRES LAND LOT 174: 0.20 ACRES LAND LOT 175: 0.20 ACRES LAND LOT 176: 0.20 ACRES LAND LOT 177: 0.20 ACRES LAND LOT 178: 0.20 ACRES LAND LOT 179: 0.20 ACRES LAND LOT 180: 0.20 ACRES LAND LOT 181: 0.20 ACRES LAND LOT 182: 0.20 ACRES LAND LOT 183: 0.20 ACRES LAND LOT 184: 0.20 ACRES LAND LOT 185: 0.20 ACRES LAND LOT 186: 0.20 ACRES LAND LOT 187: 0.20 ACRES LAND LOT 188: 0.20 ACRES LAND LOT 189: 0.20 ACRES LAND LOT 190: 0.20 ACRES LAND LOT 191: 0.20 ACRES LAND LOT 192: 0.20 ACRES LAND LOT 193: 0.20 ACRES LAND LOT 194: 0.20 ACRES LAND LOT 195: 0.20 ACRES LAND LOT 196: 0.20 ACRES LAND LOT 197: 0.20 ACRES LAND LOT 198: 0.20 ACRES LAND LOT 199: 0.20 ACRES LAND LOT 200: 0.20 ACRES	4. SITE LOCATION DATA: LAND LOT 156 DISTRICT 7 CITY OF MCDONOUGH, GEORGIA THESE ARE THE CORNER POINTS OF THE SITE ON THE SITE
---	--	--	---

NOTES:
- THIS SUBMISSION WILL HAVE A MORE OWNERS ASSOCIATION WITH PRINCE COVENANTS.
- THERE ARE NO BUILDINGS LOCATED ON OR WITHIN USE OF THE SITE.

FALCON DESIGN CONSULTANTS
LAND DESIGN
PLANNING
ARCHITECTURE
MANAGEMENT
CONSULTANTS

**EAGLES REST
PHASE II**
FOR
COVER
CITY OF MCDONOUGH, GEORGIA
LAND LOT 156, DISTRICT 7

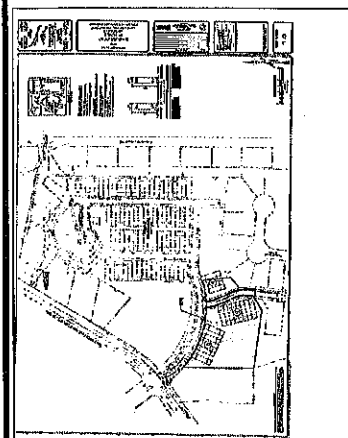
REVISIONS

NO.	DATE	DESCRIPTION
1	10/10/18	ISSUED FOR CITY REVIEW
2	10/10/18	ISSUED FOR CITY REVIEW
3	10/10/18	ISSUED FOR CITY REVIEW
4	10/10/18	ISSUED FOR CITY REVIEW
5	10/10/18	ISSUED FOR CITY REVIEW
6	10/10/18	ISSUED FOR CITY REVIEW
7	10/10/18	ISSUED FOR CITY REVIEW
8	10/10/18	ISSUED FOR CITY REVIEW
9	10/10/18	ISSUED FOR CITY REVIEW
10	10/10/18	ISSUED FOR CITY REVIEW

ESTIMATE OF DEVELOPMENT

NO.	DATE	DESCRIPTION
1	10/10/18	ISSUED FOR CITY REVIEW
2	10/10/18	ISSUED FOR CITY REVIEW
3	10/10/18	ISSUED FOR CITY REVIEW
4	10/10/18	ISSUED FOR CITY REVIEW
5	10/10/18	ISSUED FOR CITY REVIEW
6	10/10/18	ISSUED FOR CITY REVIEW
7	10/10/18	ISSUED FOR CITY REVIEW
8	10/10/18	ISSUED FOR CITY REVIEW
9	10/10/18	ISSUED FOR CITY REVIEW
10	10/10/18	ISSUED FOR CITY REVIEW

SHEET NUMBER
1.0



City of Fort Lauderdale, Georgia
 Planning and Zoning Department
 1000 N. W. 10th Ave., Suite 100
 Fort Lauderdale, FL 33304
 (954) 574-1111
 FAX (954) 574-1112
 www.falcondesign.com

REVISIONS

NO.	DATE	DESCRIPTION
1	01/15/2011	PRELIMINARY
2	01/15/2011	REVISIONS
3	01/15/2011	REVISIONS
4	01/15/2011	REVISIONS
5	01/15/2011	REVISIONS
6	01/15/2011	REVISIONS
7	01/15/2011	REVISIONS
8	01/15/2011	REVISIONS
9	01/15/2011	REVISIONS
10	01/15/2011	REVISIONS

REVISIONS

NO.	DATE	DESCRIPTION
1	01/15/2011	PRELIMINARY
2	01/15/2011	REVISIONS
3	01/15/2011	REVISIONS
4	01/15/2011	REVISIONS
5	01/15/2011	REVISIONS
6	01/15/2011	REVISIONS
7	01/15/2011	REVISIONS
8	01/15/2011	REVISIONS
9	01/15/2011	REVISIONS
10	01/15/2011	REVISIONS

City of Fort Lauderdale, Georgia
 Planning and Zoning Department
 1000 N. W. 10th Ave., Suite 100
 Fort Lauderdale, FL 33304
 (954) 574-1111
 FAX (954) 574-1112
 www.falcondesign.com

REVISIONS

NO.	DATE	DESCRIPTION
1	01/15/2011	PRELIMINARY
2	01/15/2011	REVISIONS
3	01/15/2011	REVISIONS
4	01/15/2011	REVISIONS
5	01/15/2011	REVISIONS
6	01/15/2011	REVISIONS
7	01/15/2011	REVISIONS
8	01/15/2011	REVISIONS
9	01/15/2011	REVISIONS
10	01/15/2011	REVISIONS

REVISIONS

NO.	DATE	DESCRIPTION
1	01/15/2011	PRELIMINARY
2	01/15/2011	REVISIONS
3	01/15/2011	REVISIONS
4	01/15/2011	REVISIONS
5	01/15/2011	REVISIONS
6	01/15/2011	REVISIONS
7	01/15/2011	REVISIONS
8	01/15/2011	REVISIONS
9	01/15/2011	REVISIONS
10	01/15/2011	REVISIONS

City of Fort Lauderdale, Georgia
 Planning and Zoning Department
 1000 N. W. 10th Ave., Suite 100
 Fort Lauderdale, FL 33304
 (954) 574-1111
 FAX (954) 574-1112
 www.falcondesign.com

REVISIONS

NO.	DATE	DESCRIPTION
1	01/15/2011	PRELIMINARY
2	01/15/2011	REVISIONS
3	01/15/2011	REVISIONS
4	01/15/2011	REVISIONS
5	01/15/2011	REVISIONS
6	01/15/2011	REVISIONS
7	01/15/2011	REVISIONS
8	01/15/2011	REVISIONS
9	01/15/2011	REVISIONS
10	01/15/2011	REVISIONS

REVISIONS

NO.	DATE	DESCRIPTION
1	01/15/2011	PRELIMINARY
2	01/15/2011	REVISIONS
3	01/15/2011	REVISIONS
4	01/15/2011	REVISIONS
5	01/15/2011	REVISIONS
6	01/15/2011	REVISIONS
7	01/15/2011	REVISIONS
8	01/15/2011	REVISIONS
9	01/15/2011	REVISIONS
10	01/15/2011	REVISIONS

City of Fort Lauderdale, Georgia
 Planning and Zoning Department
 1000 N. W. 10th Ave., Suite 100
 Fort Lauderdale, FL 33304
 (954) 574-1111
 FAX (954) 574-1112
 www.falcondesign.com

REVISIONS

NO.	DATE	DESCRIPTION
1	01/15/2011	PRELIMINARY
2	01/15/2011	REVISIONS
3	01/15/2011	REVISIONS
4	01/15/2011	REVISIONS
5	01/15/2011	REVISIONS
6	01/15/2011	REVISIONS
7	01/15/2011	REVISIONS
8	01/15/2011	REVISIONS
9	01/15/2011	REVISIONS
10	01/15/2011	REVISIONS

REVISIONS

NO.	DATE	DESCRIPTION
1	01/15/2011	PRELIMINARY
2	01/15/2011	REVISIONS
3	01/15/2011	REVISIONS
4	01/15/2011	REVISIONS
5	01/15/2011	REVISIONS
6	01/15/2011	REVISIONS
7	01/15/2011	REVISIONS
8	01/15/2011	REVISIONS
9	01/15/2011	REVISIONS
10	01/15/2011	REVISIONS

City of Fort Lauderdale, Georgia
 Planning and Zoning Department
 1000 N. W. 10th Ave., Suite 100
 Fort Lauderdale, FL 33304
 (954) 574-1111
 FAX (954) 574-1112
 www.falcondesign.com

REVISIONS

NO.	DATE	DESCRIPTION
1	01/15/2011	PRELIMINARY
2	01/15/2011	REVISIONS
3	01/15/2011	REVISIONS
4	01/15/2011	REVISIONS
5	01/15/2011	REVISIONS
6	01/15/2011	REVISIONS
7	01/15/2011	REVISIONS
8	01/15/2011	REVISIONS
9	01/15/2011	REVISIONS
10	01/15/2011	REVISIONS

FALCON DESIGN CONSULTANTS
LAND DESIGN
CONSULTANTS

1145 ACRES
496,228 SQ. FT.

DESIGNER: FALCON DESIGN CONSULTANTS, LLC
DATE: 03/17/17
PROJECT NO.: 17-001
SHEET NO.: 3.0

EXISTING CONDITIONS
FOR
EAGLES REST
PHASE II
LOCATED IN:
LAND LOT 168, 7TH DISTRICT
CITY OF MCDONOUGH, GEORGIA

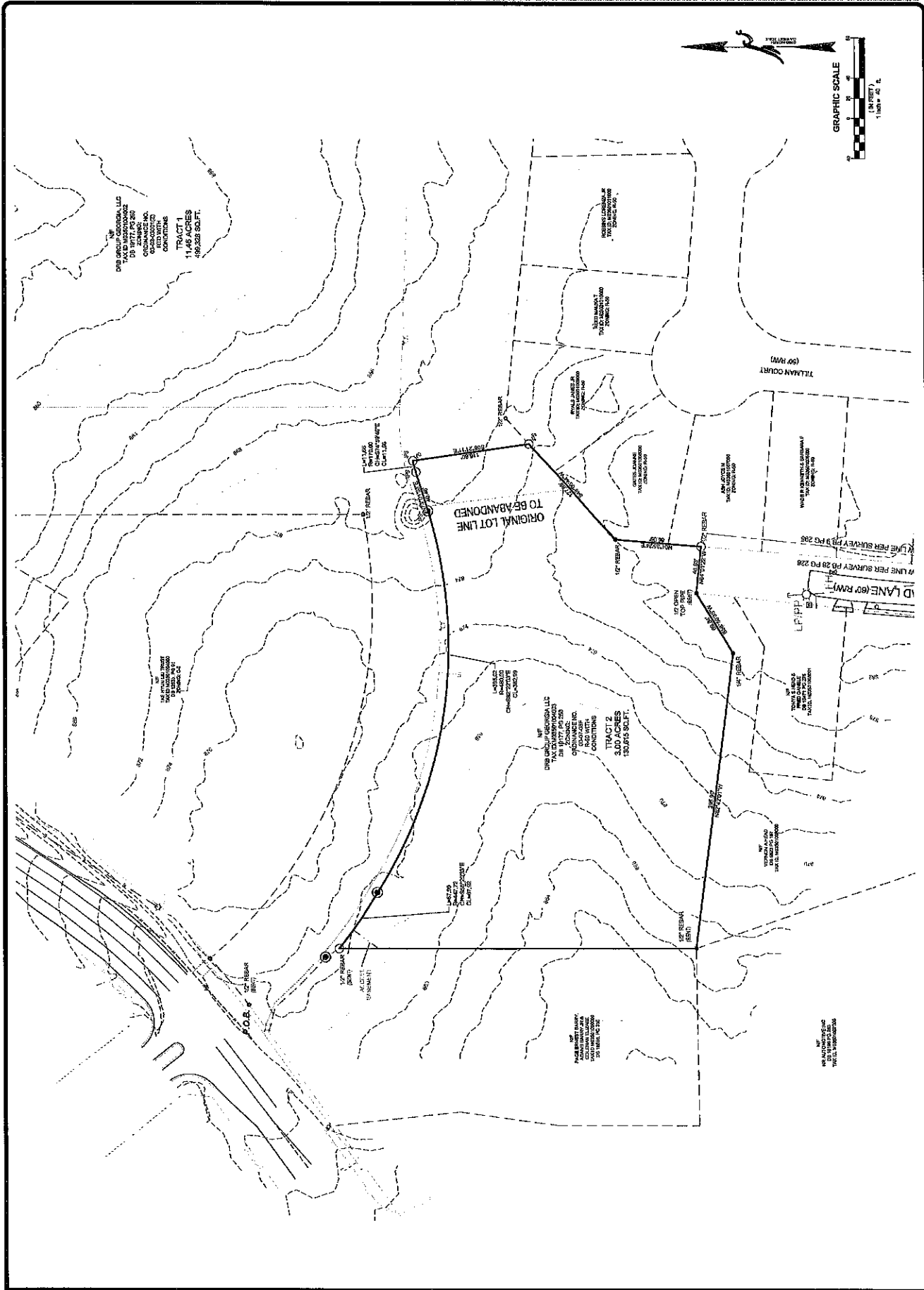
REVISIONS

NO.	DATE	DESCRIPTION
1	03/17/17	INITIAL DESIGN
2	03/17/17	REVISED DESIGN
3	03/17/17	REVISED DESIGN
4	03/17/17	REVISED DESIGN
5	03/17/17	REVISED DESIGN
6	03/17/17	REVISED DESIGN
7	03/17/17	REVISED DESIGN
8	03/17/17	REVISED DESIGN
9	03/17/17	REVISED DESIGN
10	03/17/17	REVISED DESIGN

PROJECT INFORMATION

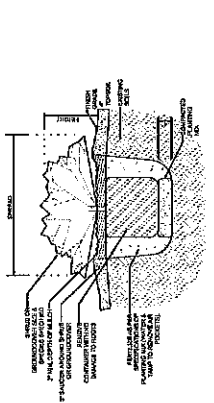
PROJECT NO.	17-001
PROJECT NAME	EAGLES REST
PROJECT LOCATION	LAND LOT 168, 7TH DISTRICT, MCDONOUGH, GA
PROJECT OWNER	FALCON DESIGN CONSULTANTS, LLC
PROJECT DATE	03/17/17
PROJECT SCALE	1" = 40'

SHEET NUMBER
3.0

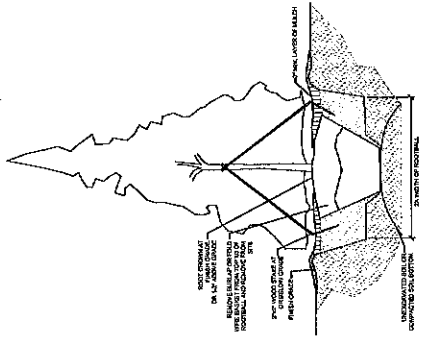


PLANT MATERIALS LIST				
CITY	OFFICIAL NAME	COMMON NAME	CAREY'S DISEASES	PLANTING REMARKS
PHOENIX				
6	ALICE KATZ	RED MAPLE	2	12" H.C. WELL FORMED, WELL BRANCHED, WAS ACCEPTABLE
7	CAROL STARR	DOCKWOOD	2	12" H.C. WELL FORMED, WELL BRANCHED, WAS ACCEPTABLE
6	Phyllis Smith	EASTERN WHITE PINE	2	8" H.C. WELL FORMED, WELL BRANCHED, WAS ACCEPTABLE
200	Phyllis Smith	CHINESE ORBITAL LARCEL	2	12" H.C. WELL FORMED, WELL BRANCHED, WAS ACCEPTABLE
2	Sandra Smith	RED YEW	2	12" H.C. WELL FORMED, WELL BRANCHED, WAS ACCEPTABLE
PHOENIX				
52	Esmeralda Juarez/Ana "Chavez Snow"	GREEN SPINIFER EUCALYPTUS	3 GAL	NA WELL FORMER, FULL IN CONTAINER
52	Carolina Jimenez/Ana "Chavez Snow"	ALBISIA HARTY GARDENIA	3 GAL	NA WELL FORMER, FULL IN CONTAINER
19	"Mrs" Mary Wolf	MARY WELLY HOLLY	7 GAL	17 WELL FORMER, WELL BRANCHED, WAS ACCEPTABLE
64	Carolina Jimenez/Ana "Chavez Snow"	ALBISIA HARTY GARDENIA	3 GAL	NA WELL FORMER, FULL IN CONTAINER
48	Luzmaria Hylton/Chavez Wolf	CHAMEL HILL YELLOW LANTANA	1 GAL	NA WELL FORMER, FULL IN CONTAINER
48	Roberto/Ana "Chavez"	INDIAN HAWTHORN	3 GAL	NA WELL FORMER, FULL IN CONTAINER
27	Roberto/Ana "Chavez"	MUSKIE AZALEA	3 GAL	NA WELL FORMER, FULL IN CONTAINER
PHOENIX				
46	John Wolf/Hill	NEW YORK ASTER	4" POT	NA WELL FORMER, FULL IN CONTAINER

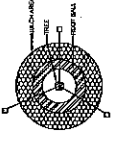
PLANT MATERIAL QUANTITIES SHOWN FOR CONTRACTOR CONVENIENCE ONLY. CONTRACTOR SHALL VERIFY PLANT MATERIAL QUANTITIES AND, IF NEEDED, SUBMIT QUESTIONS TO OWNERS/ARCHITECT PRIOR TO BID SUBMITTAL. NO SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVED BY LANDSCAPE ARCHITECT. CONTRACTOR SHALL INCLUDE IN THE BID ALL MATERIAL REQUIRED FOR INSTALLATION OF PLANT MATERIALS AS SHOWN IN THE PLANTING DETAILS.



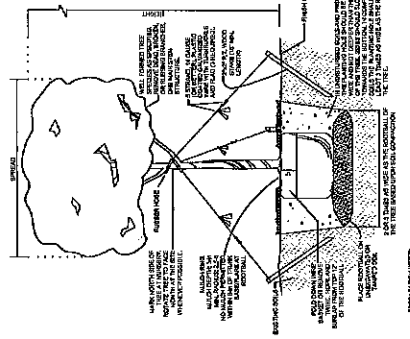
SHRUB & GROUND COVER DETAIL
N.T.C



EVERGREEN TREE PLANTING DETAIL
(CALIPER GREATER THAN 2")



ROOT BALL DETAIL
NTS.



LARGE TREE PLANTING DETAIL
SCALE: 1"=10'-0"

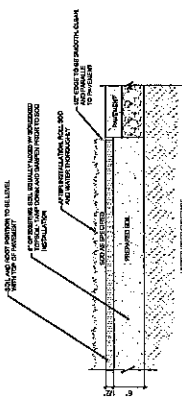
[illegible]

GENERAL NOTES:

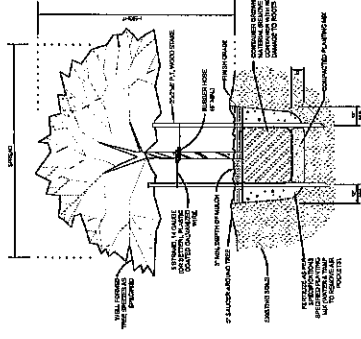
1. THE INFORMATION ON THIS PLAN AND PLANT SCHEDULES ARE FOR LISTING PURPOSES ONLY AND DOES NOT INDICATE ALL SPECIFICATION REQUIREMENTS. FOR COMPLETE DESCRIPTION OF MATERIALS, REQUIREMENTS, SEE APPROPRIATE DRAWINGS AND TECHNICAL SPECIFICATIONS.
2. QUANTITIES ON LANDSCAPE PLAN ARE MINIMUM ONLY. CONTRACTOR IS RESPONSIBLE FOR HIS OWN QUANTITY TAKEOFFS AND SHALL PROVIDE ALL PLANT MATERIAL REQUIRED TO FILL ALL PLANTING AREAS. PLANTS SHALL BE PLANTED WITH A MINIMUM SPECIFIC TREE CIRCUMFERE AT PLANTING TO MATCH PLANTINGS INDICATED THEREON. A PRE-QUALIFIED HEREBASE SHALL BE APPLIED TO ALL PLANTS PRIOR TO ALLOW INSTALLATION PER MANUFACTURERS RECOMMENDATIONS.
3. PLANTING SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. ALL OTHER CRASSIM MEASURES SHALL BE COMPLETED PRIOR TO PLANTING ALL PLANTED AREAS AND OTHER CRASSIM MEASURES OUTLINED IN EXISTENCE AND SEEDMENT CONTROL PLAN. ALL REQUIREMENT DETERMINED SHALL CONFORM TO STANDARDS AND SPECIFICATIONS OF LOCAL LANDSCAPE ARCHITECT ASSOCIATION.

GENERAL PLANTING NOTES:

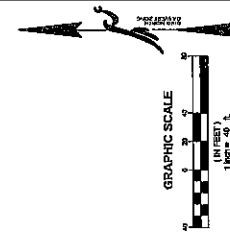
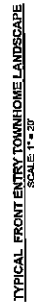
- [illegible]



SOD INSTALLATION DETAIL
NTS



SMALL TREE PLANTING DETAIL
(2" CALIPER OR SMALLER)



1 STATE OF GEORGIA
2 CITY OF MCDONOUGH

3
4 **RESOLUTION NO. _____**

5
6 **A RESOLUTION IMPLEMENTING A LIMITED MORATORIUM WITHIN THE CITY**
7 **OF MCDONOUGH ON THE ACCEPTANCE AND/OR PROCESSING OF**
8 **APPLICATIONS FOR INTERNALLY ILLUMINATED SIGNAGE WITHIN THE**
9 **DOWNTOWN DISTRICT AND/OR TO REZONE PROPERTY TO R-50 SINGLE**
10 **FAMILY RESIDENTIAL DISTRICT AND FOR OTHER LAWFUL PURPOSES**

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

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

16
17 **WHEREAS**, the City has experienced tremendous growth within the past decade, which
18 has brought about challenges dealing with increased traffic, travel, housing, infrastructure
19 demands, and development, particularly with respect to internally illuminated signage within the
20 City's downtown district ("Downtown District") and R-50 Single Family Residential District
21 zoning;

22
23 **WHEREAS**, the City considers it a priority to ensure that traffic, travel, housing,
24 infrastructure demands and development needs are reviewed in light of such challenges and
25 growth, and has since hired a consulting firm to make recommendations and updates to the City's
26 zoning code and comprehensive plan, particularly with respect to challenges concerning signage
27 and R-50 Single Family Residential District zoning;

28
29 **WHEREAS**, the City Council is authorized under Article XI, Sec. 2, Par. 4 of the Georgia
30 constitution to adopt and implement zoning regulations. Additionally, courts have recognized
31 cities' inherent ability to impose moratoria when acting on behalf of the public welfare;

32
33 **WHEREAS**, the City Council finds that in order to protect public welfare, it is appropriate
34 and necessary for the City to place a temporary moratorium on internally illuminated signage
35 within the Downtown District and R-50 zoning applications while the City's codes and regulations
36 are being reviewed and updated; and

37
38 **WHEREAS**, this Resolution is enacted to safeguard and promote the health, safety, and
39 public welfare of the City.

40
41 **NOW, THEREFORE, BE IT RESOLVED**, by the governing authority of the City of
42 McDonough, Georgia, as follows:

43
44 **Section 1. Findings.**

45 In order to adequately study, evaluate and review relevant issues and/or recommended
46 ordinance and comprehensive plan amendments, and in addition to any other findings and/or facts
47 stated herein, the City Council further finds:
48

- 49 1. It is necessary that the City have opportunity to consider recommendations for comprehensive
50 plan and zoning ordinance amendments, thus justifying a limited cessation of approvals and
51 acceptances of sign applications/permits internally illuminated signs within the City's
52 Downtown District and requests to rezone property to R-50 Single Family Residential
53 District;
54
- 55 2. Substantial detriment and irreparable harm may result if further commitments are made in the
56 City for approval of such sign applications/permits and requests to rezone property to R-50
57 Single Family Residential District;
58
- 59 3. It is necessary and in the public's interest to delay, for a reasonable and finite period of time,
60 the acceptance or processing of any such sign applications/permits and requests to rezone
61 property to R-50 Single Family Residential District, pending the possible amendment of the
62 City's zoning ordinance;
63
- 64 4. The concept of public welfare is broad and inclusive, its values are physical, aesthetic and
65 monetary and within the City's power "to determine that a community should be beautiful as
66 well as healthy, spacious as well as clean, well balanced as well as carefully patrolled;"
67 Berman v. Parker, 348 U.S. 26 (1954); Kelo v. New London, 545 U.S. 469 (2005); and
68
- 69 5. Public welfare includes the valid public objectives of aesthetics, conservation of the value of
70 existing lands and buildings within the City, preserving neighborhood characteristics,
71 enhancing and protecting the economic well-being of the community, facilitating adequate
72 provision of public services, and preservation City resources.
73

74 **Section 2. Moratorium.**

75

- 76 a. **Imposition.** There is hereby imposed a moratorium causing for the immediate suspension on
77 the City's acceptance and/or processing of:
78
 - 79 1. Applications for the rezoning of property within the City to R-50 Single Family
80 Residential District; and/or
81
 - 82 2. Sign permit applications for internally illuminated signs for all property within the
83 Downtown District. The boundaries of the Downtown District are identified on the map
84 attached hereto as Exhibit A.
85
- 86 b. **Duration.** This moratorium and Resolution shall be effective immediately upon adoption, up
87 to and through **August 30, 2024**, to afford the City adequate and extended time to complete
88 and adopt comprehensive zoning and land use related amendments to the City's ordinances;
89

- 90 c. **Vesting.** Pursuant to Georgia law, a property owner, prior to the adoption of this Resolution,
91 may have acquired vested rights involving signage and/or the rezoning of property to R-50
92 Single Family Residential District In that event, such an owner shall have to right to submit a
93 written request, which shall include verified supporting data, documents, and fact, requesting
94 review by the City Council at a scheduled meeting of facts or circumstances which the owner
95 feels substantiates a claim for vesting and the grant of an exception to this Resolution.
96

97 *****
98

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

- 100 (a) All sections, paragraphs, and sentences of this Resolution are or were upon enactment
101 believed by the City Council to be fully valid, enforceable and constitutional.
102 (b) To the greatest extent allowed by law, each and every section, paragraph, sentence,
103 clause or phrase of this Resolution is severable from every other section, paragraph,
104 sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause
105 or phrase of this Resolution is mutually dependent upon any other section, paragraph,
106 sentence, clause or phrase of this Resolution.
107 (c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution
108 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise
109 unenforceable by the valid judgment or decree of any court of competent jurisdiction,
110 it is the express intent of the City Council that such invalidity, unconstitutionality or
111 unenforceability shall, to the greatest extent allowed by law, not render invalid,
112 unconstitutional or otherwise unenforceable any of the remaining phrases, clauses,
113 sentences, paragraphs or sections of the Resolution.
114

115 **Section 4.** The City Attorney and the City Clerk are authorized to make non-substantive
116 editing and renumbering revisions to this Resolution for proofing and renumbering purposes.
117

118 **Section 5.** This Resolution shall go into effect immediately upon adoption, unless required
119 otherwise by the City Charter, state and/or federal law. Any acceptance of an application and/or
120 approval by any City employee and/or agent which is contrary to this Resolution will be
121 deemed in error, null and void and of no effect whatsoever.
122
123

124 **BE IT SO RESOLVED,** this ____ day of _____, 2024.
125

126 ATTEST:
127

CITY OF MCDONOUGH, GEORGIA:
128

129 _____
Christy L. Taylor, City Clerk
130

Sandra Vincent, Mayor
131

132 APPROVAL AS TO FORM:
133

134 _____
Emilia C. Walker, City Attorney

Exhibit A Downtown District



Downtown District Boundary Line
(Downtown District includes all property enclosed within the Downtown District Boundary Line)

1:4,514	0.03	0.12 mi
0.06		
0	0.05	0.2 km
0.1		

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Esri Community Maps Contributors, Henry County, GA, © OpenStreetMap, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc. MET/NASA, USGS, EPA, NPS, US Census

1 STATE OF GEORGIA
2 CITY OF MCDONOUGH

3
4 **RESOLUTION NO. _____**

5
6 **A RESOLUTION IMPLEMENTING A LIMITED MORATORIUM ON THE**
7 **ACCEPTANCE AND/OR PROCESSING OF APPLICATIONS FOR MULTI-FAMILY**
8 **AND HOTEL DEVELOPMENTS WITHIN THE CITY OF MCDONOUGH AND FOR**
9 **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 Council is vested with the power under Article XI, Sec. 2, Par. 4 of the
17 Georgia constitution to adopt and implement zoning regulations for the City;

18
19 **WHEREAS**, the City has experienced a proliferation of multi-family developments and hotels
20 within the City within the past decade, which have brought about increased traffic, burdens on its
21 public safety departments and excessive demands on utility infrastructure;

22
23 **WHEREAS**, there currently exists an adequate number of multi-family and hotel
24 developments in the City, providing temporary and/or affordable housing opportunities for low and
25 moderate-income current and future residents and visitors; further, a significant number of properties
26 within the City, unaffected by this moratorium, are currently zoned for multi-family and/or hotel
27 developments, further meeting such future housing needs;

28
29 **WHEREAS**, the courts have recognized Georgia local governments' inherent ability to impose
30 moratoria when acting on behalf of the public welfare;

31
32 **WHEREAS**, the City Council finds that in order to protect public welfare, it is appropriate and
33 necessary for the City to evaluate and review current and future housing needs of the City;

34
35 **WHEREAS**, the City procured a zoning consultant to evaluate and review the City's current
36 and future housing needs and zoning code, and to prepare updates to the City's comprehensive plan
37 and zoning ordinances concerning the same;

38
39 **WHEREAS**, on or about August 21, 2023, the City adopted its updated comprehensive plan
40 and is striving and on path to complete its associated zoning ordinance updates in the near future;

41
42 **WHEREAS**, this Resolution is enacted while such zoning updates are underway, to
43 safeguard and promote the health, safety, and public welfare of the City.

44
45 **NOW, THEREFORE, BE IT RESOLVED**, by the governing authority of the City of
46 McDonough, Georgia, as follows:

47
48 **Section 1. Findings.**

49 In order to adequately study, evaluate and review relevant issues and/or recommended
50 ordinance amendments, and in addition to any other findings and/or facts stated herein, the City
51 Council further finds:

- 52 1. It is necessary that the City have opportunity to consider recommendations for zoning
53 ordinance amendments, thus justifying a limited cessation of approvals and acceptances of
54 multi-family and hotel land use developments, as set forth herein;
55
- 56 2. Substantial detriment and irreparable harm may result if further commitments are made for
57 approval of new multi-family and hotel developments in the City;
58
- 59 3. The City is currently awaiting the results of an evaluation and proposed revisions of the
60 zoning ordinance by an outside consultant;
61
- 62 4. It is necessary and in the public's interest to delay, for a reasonable and finite period of
63 time, the acceptance or processing of any applications for such land development projects
64 pending the possible amendment of the City's zoning ordinance;
65
- 66 5. The concept of public welfare is broad and inclusive, the values it represents are spiritual
67 as well as physical, aesthetic and monetary; and that it is within the City's power "to
68 determine that a community should be beautiful as well as healthy, spacious as well as
69 clean, well balanced as well as carefully patrolled;" Berman v. Parker, 348 U.S. 26 (1954);
70 Kelo v. City of New London, 545 U.S. 469 (2005); and
71
- 72 6. Public welfare includes the valid public objectives of aesthetics, conservation of the value
73 of existing lands and buildings within the City, preserving neighborhood characteristics,
74 enhancing and protecting the economic well-being of the community, facilitating adequate
75 provision of public services, and preservation City resources;
76

77 **Section 2. Moratorium.**

78

- 79 a. **Imposition.** There is hereby imposed a moratorium and temporary suspension on the City's
80 acceptance and/or processing of:
81
 - 82 1. Applications for the rezoning of property within the City to "RM-75 Multi-Family
83 Residential," "RTD" and/or "RCD;" and/or
84
 - 85 2. Land use and development permit applications for hotel developments. For purposes
86 of this Resolution, the term "hotel" shall have a meaning as defined under Sec.
87 5.06.010 of the City Code of Ordinances.
88
- 89 b. **Duration.** Unless otherwise amended by the City Council, the duration of this moratorium
90 shall be up to and through **August 30, 2024**, to afford the City adequate time to complete
91 and adopt comprehensive zoning and land use related amendments to the City's ordinances.
92
- 93 c. **Exemptions.** This moratorium shall have no effect upon:
94
 - 95 1. Property zoned "RM-75 Multi-Family Residential," "RTD" and/or "RCD" as of the
96 time of the adoption of this Resolution;" or
97
 - 98 2. Applications pending with the City as of the time of adoption of this Resolution for the
99 rezoning of property to "RM-75 Multi-Family Residential," "RTD" and/or "RCD."
100

3. Hotel land use and hotel development permit applications pending with the City as of the time of adoption of this Resolution. Additionally, this Resolution shall not restrict considerations of applications and/or permits for remodeling, repair and/or improvements to hotels in existence as of the time of adoption of this Resolution.

- d. **Vesting.** Pursuant to Georgia law, a property owner, prior to the adoption of this Resolution, may have acquired vested rights in approval of a project, which includes the rezoning of property to "RM-75 Multi-Family Residential," "RTD," or "RCD." In that event, such an owner shall have to right to submit a written request, which shall include verified supporting data, documents, and fact, requesting review by the City Council at a scheduled meeting of facts or circumstances which the owner feels substantiates a claim for vesting and the grant of an exception to this Resolution.

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

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

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

Section 5. This Resolution shall go into effect immediately upon its adoption, unless required otherwise by the City Charter, state and/or federal law. As of the time of adoption, any acceptance of an application and/or approval by any City employee and/or agent which is contrary to this Resolution will be deemed in error, null and void and of no effect whatsoever.

BE IT SO RESOLVED, this ____ day of _____, 2024.

ATTEST:

CITY OF MCDONOUGH, GEORGIA:

Christy L. Taylor, City Clerk

Sandra Vincent, Mayor

APPROVAL AS TO FORM:

Emilia C. Walker, City Attorney