



**AGENDA
CITY OF MCDONOUGH
CITY COUNCIL MEETING
CITY HALL – THURSDAY, APRIL 7, 2022
6:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Approval of the Agenda**
- 4. Invocation**
- 5. Pledge of Allegiance**
- 6. Public Comments**
- 7. Proclamations**
 - A. Autism Awareness Month
Child Abuse Prevention Month
- 8. Consent Agenda**
 - A. A. Public Works – Waste Water Treatment Plant Jeremy Newton, Supervisor Ratify emergency repair to allow Goforth Williamson, Inc. to pull, rebuild and reinstall the Orbal Basin Mixer & Falk Enclosed Gear Drive, at a total cost of \$43,305.00. Request to transfer funds from line Item 505-4.34.4226 (Septic Hauling) to 505-5.4335.52.2200 (Repairs and Maintenance).
 - B. Approval of the March 21, 2022 City Council Meeting Minutes
- 9. Administration – Technology Services - Steve Sikes, Director**
 - A. Request for approval of the Professional Services Agreement between the City of McDonough and Goodwyn, Mills & Cawood, to proceed with assisting the City with GIS Services. Line Item - 100-5.1535.52.1301
- 10. Public Works – Waste Water Treatment Plant - Jeremy Newton, Supervisor**
 - A. Recognition of Waste Water Treatment Plant personnel on receipt of the Georgia Association of Water Professionals Platinum Award
- 11. Community Development Requests**
 - A. Case #200703 District #2: Jamal Burt Preliminary Plat Review, Chapter 16.12 Procedure, Section 16.12.060 (A-D) Applicant(s): Falcon Design Consultants Petition Request: Approval of Preliminary Plat Development: The Enclave at Brookstone Town

Homes (f/k/a Highway 42 Townhomes) Location: Highway 42 N. and McDonough Parkway

- B. Case #210102 District #1: CM Rufus Stewart Applicant: Steven Jones for Eagles Rest PH 2 Address: Hampton St. (#M0.35-01004003) Request: To rezone property to RTD (Residential Townhouse District) Zoning: R-50 (Single Family Residential) per ORD#00-07-03F Land Lot(s) 156 of the 7th District 3.085 +/- total acres MPC Workshop (3/8/22) MCC Workshop (4/7/22) MPC Public Review (4/12/22) MCC Public Hearing & Vote (4/18/22)
- C. Case #220201 District #4: CM Kam Varner Applicant: Nick Patel for Staybridge @ South Point Address: 239 Hwy. 81 W. Tract 4. Request: A variance pertaining to a height increase of an additional ten (10') feet above code allowance of forty (40') feet to allow a fifty (50') feet, four (4) story hotel. Zoning: C-3 (Highway Commercial) w/conditions per ORD #18-03-19001(Z) Land Lot(s) 161 of the 7th District 1.30 +/- total acres MPC Workshop (3/8/22) MCC Workshop (4/7/22) MPC Public Review (4/12/22) MCC Public Hearing & Vote (4/18/22)

12. **Executive Session (if needed) for:** **Litigation O.C.G.A. 50-14-2**
Litigation O.C.G.A. 50-14-2; Real **Real Estate O.C.G.A. 50-14-3 (b)(1)**
Estate O.C.G.A. 50-14-3 (b)(1); **Personnel O.C.G.A. 50-14-3 (b)(2)**
Personnel O.C.G.A. 50-14-3 (b)(2)

13. **City Updates**

- | | | | |
|----|--------------------------------------|-----------------------------|--------------------|
| A. | District I Rufus Stewart
Pruett | District III Scott Reeves | At-Large Ben |
| | District II Jamal Burt
Thomas | District IV Kam Varner | At-Large Vanessa |

14. **City Clerk, City Attorney, Councilmembers and Mayor Comments**

15. **Adjournment**

OPEN MEETINGS COMPLIANCE NOTICE: This is a regularly scheduled meeting of Mayor and Council of the City of McDonough duly noticed pursuant to the requirements of the Georgia Open Meetings Law (O.C.G.A. § 50-14-1, et seq). Notice of the meeting schedule was published in the Henry Herald on January 1, 2020; and a copy the meeting schedule was posted at City Hall and on the City's website, as required by law.

DATE @ TIME



AGENDA ITEM SUMMARY
(Workshop April 7, 2022)
Consent Agenda Item 8A.

Presented by: Jeremy Newton

Department: Waste Water Treatment Plant

ITEM SUMMARY:

Ratify emergency repair to allow Goforth Williamson, Inc. to pull, rebuild and reinstall the Orbal Basin Mixer & Falk Enclosed Gear Drive.

SPECIAL CONSIDERATIONS OR CONCERNS:

None.

STAFF RECOMMENDATION:

Staff recommends approving the request.

FINANCIAL IMPACT:

Total Cost: \$ 43,305.00

Request to move funds from the Septic Account Line Item # 505-4.34.4226 to fund repairs

FUNDING SOURCE:

Line Item: 505-5.4335.52.2200

ATTACHMENTS:

Quote:

Goforth Williamson, Inc

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☒ No



Fax: 770-467-0301

Date 23-Mar-22

Jeremy Newton
City of McDonough
107 Turner Church Rd
McDonough, GA 30253
United States of America

Ph: 770-957-3915

Page 1 of 3



Goforth Williamson, Inc.
 Mail To: 373 O'Dell Road
 Ship To: 377 O'Dell Road
 Griffin, GA 30224
 United States of America

Ph: 770-467-0303

Fax: 770-467-0301

Quote

ID: 219036-1

Date: 23-Mar-22

To

McDonough, City of
 136 Keys Ferry St
 McDonough, GA 30253
 United States of America

Quote To

Jeremy Newton
 City of McDonough
 107 Turner Church Rd
 McDonough, GA 30253
 United States of America

Ph: 770-957-3915

Ph: 770-957-3915

Terms		Ship Via	Salesperson	
Net 30 Days		GWI Truck	JGBOS	
Quantity	Description	Unit Price	Amount	
	Line: 002 Part: FALK ENCLOSED GEAR DRIVE M/D: 303- 1060F Z 2A Expiration Date: 22-Apr-22 Rev: 138108-2 Scope of Work 1. Disassemble gearbox complete. 2. Inspect and record all critical dimensions. 3. Sandblast and clean parts to be reused. 4. Provide and install the following: a) 6 ea. - Bearings b) 2 ea. - Lip Seals c) 1 ea. - Input Shaft d) 1 ea. - Gearbox & Motor Complete Coupling e) 1 ea. - Shims 5. Machine/manufacture the following: a) 1 ea. - Bore & Bush Input Thrust Bearing Housing b) 1 ea. - Bore & Bush Input Radial Bearing Housing c) 1 ea. - Bore & Bush Output Thrust Bearing Housing 6. Assembly gearbox complete. 7. Paint and prep gearbox for delivery. 8. Deliver gearbox to site and install with Orbal Mixer and Motor Note: If the customer chooses to not have the housing bored and bushed then there will be a \$1,675.00 deduction from the quote. Quote Prepared by Nathan Beasley / Project Manager For the above scope of work, GWI Quotes: 1 ea	\$13,310.00	\$13,310.00	
	PLEASE NOTE: 1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location. 2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork. 3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card. A 5% surcharge will be added to the invoice amount.	Total:	\$43,305.00	



Goforth Williamson, Inc.
 Mail To: 373 O'Dell Road
 Ship To: 377 O'Dell Road
 Griffin, GA 30224
 United States of America

Ph: 770-467-0303

Fax: 770-467-0301

Quote	
ID 219036-1	Date 23-Mar-22

To

McDonough, City of 136 Keys Ferry St McDonough, GA 30253 United States of America
--

Quote To

Jeremy Newton City of McDonough 107 Turner Church Rd McDonough, GA 30253 United States of America

Ph: 770-957-3915

Ph: 770-957-3915

Terms		Ship Via		Salesperson
Net 30 Days		GWI Truck		JGBOS
Quantity	Description	Unit Price	Amount	
	4. GWI will provide 1-year warranty on workmanship and materials from the date of delivery 5. Please reference Quote on Purchase order and send your Purchase orders to PurchaseOrders@GoforthWilliamson.com THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTE. PLEASE CALL 770-467-0303, OR YOUR SALES REP, IF YOU HAVE ANY QUESTIONS.			



AGENDA ITEM SUMMARY
(April 7, 2022)
Item Number: 9

Presented by: Steve Sikes

Department: Technology Services

ITEM SUMMARY:

Request approval of the Professional Services Agreement between the City of McDonough And Goodwyn, Mills & Cawood to proceed with assisting with GIS Services.

SPECIAL CONSIDERATIONS OR CONCERNS:

None.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FUNDING SOURCE:

General Fund Line Item: 100-5.1535.52.1301

ATTACHMENTS:

Professional Services Agreement
Task Order 1

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☒ No

**PROFESSIONAL SERVICES AGREEMENT between the CITY of
McDONOUGH, GEORGIA and GOODWYN MILLS CAWOOD, LLC.**

THIS IS AN AGREEMENT made this _____ day of _____ 2022 between the Mayor and City Council of the City of McDonough, Georgia, a political subdivision of the State of Georgia, (“CITY”) and Goodwyn Mills Cawood, LLC., an Alabama corporation, (“CONSULTANT”). The CITY wishes to engage CONSULTANT to provide professional consulting services. CITY and CONSULTANT may sometimes be referred to herein as a “Party” or collectively as “Parties.” The following summarizes the contents of this AGREEMENT:

Section 1.0 – General Considerations
Section 2.0 – CITY Responsibilities
Section 3.0 – CONSULTANT Responsibilities
Section 4.0 – Project Scope of Services and Schedule Summary
Section 5.0 – Project Budget and Payments to CONSULTANT

1.0 SECTION 1.0 – GENERAL CONSIDERATIONS

- 1.1 Commencement.** Upon execution of this AGREEMENT, the CONSULTANT shall enter into a contract with the CITY for the services specified herein. The CONSULTANT recognizes that timely, quality service will be essential to complete this project and the services contemplated under this AGREEMENT. This AGREEMENT will take effect upon delivery of executed AGREEMENT to both parties.
- 1.2 Term of AGREEMENT.** The initial term of this AGREEMENT shall be for 24 months beginning from the date of execution by all parties. The contract will automatically renew annually thereafter for three (3) one-year terms, unless either party notifies the other party of their intent to not renew the AGREEMENT, or until such time as either party terminates the AGREEMENT. Either party, upon giving 30 days written notice, may terminate this AGREEMENT at any time without cause. The term of the AGREEMENT may be modified upon mutual consent of both parties.
- 1.3 Termination of AGREEMENT.** Termination of this AGREEMENT by either party shall not impair or affect whatever rights, including payment for services performed prior to termination either party may have under this AGREEMENT. The CITY may, by giving 30 days written notification to the CONSULTANT, terminate the AGREEMENT at any time and without cause. If the AGREEMENT is so terminated, the CONSULTANT shall be paid only for the work satisfactorily completed.
- 1.4 Successors and Assigns.**
- 1.4.1** CITY and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of each are bound to the other party to this AGREEMENT and to the partners, successors, executors administrators, assigns and

legal representatives of such other party, in respect to all covenants, agreements and obligations of this AGREEMENT.

- 1.4.2 Neither CITY nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other.
- 1.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CITY and CONSULTANT.
- 1.5 **License, Permits and Taxes.** The CONSULTANT shall be responsible for all applicable licenses, permits and taxes incurred during the performance of this AGREEMENT.
- 1.6 **Indemnification and Hold Harmless.** CONSULTANT shall indemnify and hold harmless CITY, its elected officials, appointed officials, agents, servants, and employees from and against any and all suits, claims, costs, losses, and damages, including, without limitation, fees and attorney' fees (not only in connection with defending against any such claim, suit, cost, loss or damage, but also in connection with the enforcement of this indemnity and hold harmless provision of the AGREEMENT), consultants, expert witnesses and other reasonable expenses of litigation] caused by or arising from the acts or omissions of CONSULTANT or any of CONSULTANT's subcontractors, or anyone acting under the CONSULTANT'S direction or control or on its behalf, in the performance and furnishing of CONSULTANT'S performance of this AGREEMENT.
- 1.7 **Ownership of Project Documents and Reports.** All documents and reports prepared by the CONSULTANT pursuant to this AGREEMENT are instruments of service and shall be the joint property of the CITY and CONSULTANT upon completion. The CITY may reproduce and distribute these documents to any parties the CITY deems appropriate. The CONSULTANT may use the work product developed under this AGREEMENT for future marketing and project endeavors. The CONSULTANT shall provide electronic materials developed per this scope to the CITY, in a format acceptable to the CITY.
- 1.8 **Controlling Law.** This AGREEMENT is to be governed by the laws of the State of Georgia, without regard to principles of conflicts of laws. The parties hereby agree and stipulate this AGREEMENT was made and entered into in Henry County, Georgia, which shall be appropriate venue for any action brought relating thereto. CONSULTANT shall comply with all applicable CITY, State and Federal provisions related to its performance of the work under this AGREEMENT.
- 1.9 **Severability and Reformation.** Any provision or part thereof of this AGREEMENT held to be void or unenforceable under Georgia law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties and this AGREEMENT shall be construed in all respects as if such invalid or unenforceable provision were omitted.

- 1.10 **Non-discrimination.** CONSULTANT shall not discriminate in the employment of persons engaged in the performance of this AGREEMENT on account of race, color, national origin, ancestry, religion, sex, marital status, physical handicap, or medical condition, in violation of any federal or state law. CONSULTANT shall comply with all requirements of the CITY with regards to employment while this AGREEMENT is in effect.
- 1.11 **Independent Contractor.** Nothing contained in this AGREEMENT shall be construed as creating a joint venture, partnership, or other similar arrangement between the Parties, and no Party shall be deemed to be a representative, agent, or an employee of any other Party, nor, unless expressly specified herein, shall any Party have any authority or right to assume or create any obligation of any kind or nature, express or implied, on behalf of, or in the name of any other Party.
- 1.12 **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, no custom or practice of the parties at variance with the terms hereof shall constitute a waiver, and no partial or single exercise of such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- 1.13 **Time of Essence.** Time is of the essence of this Agreement.

2.0 SECTION 2.0 – CITY’S RESPONSIBILITIES

CITY and/or CITY Staff shall:

- 2.1 Provide all information for the project, including project objectives and constraints, performance requirements, flexibility and expendability, any budgetary limitations, copies of relevant documents and access to relevant files, software and hardware necessary to execute the work effort.
- 2.2 Promptly furnish to CONSULTANT the information requested by CONSULTANT that is needed for rendering of services defined herein. The CITY shall provide to the CONSULTANT all such information that is available to the CITY, and the CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof. The CONSULTANT recognizes that it is impossible for the CITY to assure the accuracy, completeness and sufficiency of information provided to CONSULTANT by CITY or third parties.
- 2.3 Assist CONSULTANT by placing at their disposal all available information pertinent to the project including previous reports and any other data relevant to project.
- 2.4 Undertake and perform the CITY’s project related responsibilities as specified in Section 4.0 of this AGREEMENT. Allow the CONSULTANT reasonable access to designated CITY staff personnel related to execution of specific work tasks that the CITY staff will perform.

- 2.5 Assist/arrange for access to and make all provisions for CONSULTANT to enter upon public property as required for CONSULTANT to perform his services.
- 2.6 Schedule and reserve space for public meetings, interviews, and other community events as required in the scope.
- 2.7 Designate a person (or persons) to act as CITY's representative(s) with respect to the management, technical and production related activities to be performed by the CITY under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONSULTANT's services.

3.0 SECTION 3.0 – CONSULTANT'S RESPONSIBILITIES

- 3.1 **Standard of Care.** The CONSULTANT shall manage and perform the work in accordance with applicable laws and codes. By execution of this AGREEMENT, the CONSULTANT warrants that he/she is possessed of the requisite skill and ability which is ordinarily possessed by other members of his/her profession. CONSULTANT will exercise such degree of skill and ability as is ordinarily employed by professionals who practice in the State of Georgia under similar conditions and like circumstances, and he/she shall perform such duties without neglect, and shall not be liable except for failure to exercise such appropriate degree of care, learning, skill and ability.
- 3.2 **Authorized Representative.** CONSULTANT shall designate a person (or persons) to act as CONSULTANT's representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define CONSULTANT's policies and decisions with respect to materials, equipment, elements and systems pertinent to this AGREEMENT.
- 3.3 **Subcontracting.** The CONSULTANT shall not subcontract any part of the work covered by this AGREEMENT, or permit subcontracted work to be further subcontracted, without the CITY'S prior approval of the subcontractor.
- 3.4 **Insurance.** The CONSULTANT shall maintain the following insurance requirements during the time of performance of the services outlined in this AGREEMENT for the contract period. An insurance certificate will be provided to the CITY within four weeks of the signing of the contract by both parties.
 - 3.4.1 General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
 - 3.4.2 Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - 3.4.3 Worker's Compensation insurance in accordance with statutory requirements and

- 3.4.4 Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - 3.4.5 Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.
 - 3.4.6 The CITY must be included as an "additional insured" on the insurance certificates, except for CONSULTANT'S Professional Liability and Workers Compensation policies, the intent being that coverage will be afforded the CITY under CONSULTANT'S policies for any claim, demand, suit or action brought against the CITY and arising from or related to the performance of this AGREEMENT for which the certificate of insurance is required. To the extent an insurer requires endorsements to effect the insurance coverage and scope required under this AGREEMENT, including but not limited to naming the CITY as an additional insured, then such insurance policies must be properly endorsed and the endorsements must be delivered along with the insurance certificates.
 - 3.4.7 The comprehensive general liability insurance called for hereunder shall apply on a primary and non-contributory basis to any other insurance available to the CITY with respect to any loss, claim, demand, or action asserted against Municipality by reason of CONSULTANT'S performance of this AGREEMENT.
- 3.5 **Personal Services.** In contemplation that consulting services are personal, the CONSULTANT agrees that no significant change in the business organization of the CONSULTANT personnel or the CONSULTANT team personnel shall be made during the AGREEMENT term, unless prompt written notice to the CITY is given, which event shall afford the CITY the option to terminate or modify this AGREEMENT.
- 4.0 SECTION 4.0 – PROJECT SCOPE OF SERVICES & SCHEDULE**
- The specific services which the CONSULTANT agrees to furnish and the terms the CONSULTANT agrees to follow are set forth herein:
- 4.1 **Task Order Form (TOF).** For each major phase/task of the project, the CITY shall provide to the CONSULTANT a detailed description of the services to be performed. The CONSULTANT shall respond describing its proposed scope of work, schedule and estimated fee to complete the described services. If this response is acceptable, the CITY shall execute a Task Order with the CONSULTANT containing the agreed upon description of the work and consulting services fee. Each Task Order shall be numbered consecutively, shall reference this AGREEMENT, and shall be deemed an authorization for the CONSULTANT to proceed with the work when signed by the CITY, unless otherwise stated. The provisions of this AGREEMENT shall control with respect to each Task Order. Each Task Order, after execution by both parties to this AGREEMENT, shall be incorporated into and become a part to this AGREEMENT. See Exhibit A for the Task Order format.
- 4.2 Signature by a representative of the CITY on each Task Order shall constitute authorization to proceed for the CONSULTANT for services defined by that Task Order.
- 5.0 SECTION 5.0 – PROJECT BUDGET AND PAYMENTS TO CONSULTANT**

CITY and CONSULTANT, in consideration of their mutual covenants herein, agree in respect of the performance of professional consulting services provided by CONSULTANT and the payment for those services by CITY as set forth below.

- 5.1 **Compensation.** The CITY shall compensate the CONSULTANT for providing the services enumerated in the executed Task Orders as described in Section 4.0 and in accordance with the compensation method and fee amount identified in each Task Order. For the approved methods of compensation, see Exhibit B.
- 5.2 **Payments.** For professional consulting services as outlined in this AGREEMENT, CITY shall pay CONSULTANT the stipulated fees. CONSULTANT shall submit monthly invoices to CITY in a format acceptable by the CITY. CITY shall endeavor to make payment to CONSULTANT within thirty (30) days from receipt of invoice.
- 5.3 **Scope of Service Changes and/or Additional Services.** If the CITY requests that the CONSULTANT provide services on an hourly basis, or requests services not currently outlined in this AGREEMENT, the CITY can request that the CONSULTANT perform the additional services in accordance with the unit rates provided in the TOF, or at a mutually agreeable fee arrangement. Prior to commencing the requested additional services, the CONSULTANT must notify the CITY promptly and provide an estimate of the budget to complete the requested services and a schedule. No additional services shall be performed by the CONSULTANT until written (i.e. letter) or electronic (i.e. email) authorization is received by the CONSULTANT from the CITY.

ACKNOWLEDGEMENT OF ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written. This AGREEMENT constitutes the entire AGREEMENT between CITY and CONSULTANT.

CITY:

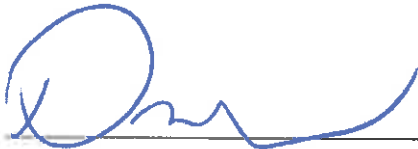
City of McDonough
136 Keys Ferry Street
McDonough, GA 30253

CONSULTANT:

Goodwyn Mills Cawood, LLC
2660 EastChase Lane, Suite 200
Montgomery, AL 36117

Signature: _____

Name: _____

Signature:  _____

Name: ED DiTommaso

Attest:

Signature: _____

Name: _____

Attest:

Signature:  _____

Name: CHRIS TOLLESON

Exhibit A
Format for Task Order

TASK ORDER NO.{#}

To the PROFESSIONAL SERVICES AGREEMENT
For {PSA Reference or Name}

This Task Order, made and entered into by and between the City Council of McDonough hereinafter called the "CITY" and Goodwin Mills Cawood, LLC., hereinafter called the "CONSULTANT", shall be incorporated into and become a part of the PROFESSIONAL SERVICES AGREEMENT "AGREEMENT", entered into by the parties hereto on the ____ day of _____, 202__.

A. PURPOSE

This Task Order authorizes and directs the CONSULTANT to proceed with assisting the CITY in providing:{General Description of Services}

B. CONSULTANT'S SCOPE OF SERVICES

The Scope of Services, dated the ____ day of _____, 202__, is specifically described herein. It is entitled {cite the specific title of the scope} .{Scope of Services}

C. CONSULTANT'S COMPENSATION

As consideration for providing the services enumerated within Item B (above) of this Task Order, the CITY shall pay the CONSULTANT in accordance with the AGREEMENT. The specific method of compensation for this Task Order is {cite fee type here; e.g., lump sum) as enumerated in the Exhibit B of the AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on this, the {date} day of {month}, {year}.

City of McDonough, Georgia

Goldwyn, Mills, Cawood, LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Exhibit B
Consultant's Compensation Methods for Task Orders

1. Lump Sum

For the services described in the Task Order, the CITY agrees to pay and the CONSULTANT agrees to accept the lump sum amount, which constitutes compensation for all of the CONSULTANT's salary costs, general and administrative overhead, direct project expenses, and profit. The CITY agrees to pay the CONSULTANT monthly based on the estimated percentage of total work completed through the billing period as certified by the CONSULTANT.

2. Hourly Billing Rates

When the CITY authorizes the CONSULTANT to proceed with the work outlined in the Task Order, CITY agrees to pay the CONSULTANT monthly, for work completed, on the basis of the standard hourly billing rates in effect (or included in the TOF) when services are provided by the CONSULTANT's employees of various labor grades.

Direct expenses (such as travel, subsistence, field equipment, communications, subconsultant services, etc.) are reimbursable at cost plus an allowed percentage.

3. Unit Rates

When the CITY authorizes the CONSULTANT to proceed with the work outlined the Task Order, CITY agrees to pay the CONSULTANT monthly, for work completed, on the basis of the unit prices included in the Task Order. These unit prices cover labor, equipment, and/or materials for each item below. The total fee will be the sum of the lump sum and/or unit prices for each item multiplied by the actual quantities provided or installed.

TASK ORDER NO. 1

To the PROFESSIONAL SERVICES AGREEMENT

This Task Order, made and entered into by and between the City of McDonough hereinafter called the "CITY" and Goodwin Mills Cawood, LLC., hereinafter called the "CONSULTANT", shall be incorporated into and become a part of the PROFESSIONAL SERVICES AGREEMENT (the "AGREEMENT") entered into by the parties hereto on this _____ day of _____ 2022.

A. PURPOSE

This Task Order authorizes and directs the CONSULTANT to proceed with assisting the CITY with performing a GIS needs assessment, developing and updating the City's GIS database, and general online hosting and maintenance of the GIS. A detailed description of the scope of services is included on section B below.

B. CONSULTANT'S SCOPE OF SERVICES

CONSULTANT will complete the following tasks per the budget included in Section C.

Task 1: Project Management

A project manager, Ed DiTommaso, will be assigned to communicate and coordinate with the city throughout the duration of the contract. This includes scheduling meetings, database updates, training, and other project management tasks.

GMC proposes to have a kickoff meeting with staff to discuss the approach, schedule, and to review existing information. GMC proposes to have the kickoff shortly after receiving the notice to proceed, but recommends allowing time to get started on the Needs Assessment and Data Review prior to meeting. This will allow GMC time to gain a better understanding of potential data gaps and other issues, which will lead to a more productive kickoff meeting.

Task 2: GIS Needs Assessment

The City of McDonough has provided a document that summarizes the GIS needs from various departments at the city. GMC will use this document as a baseline and define a specific approach for addressing the immediate needs for each participating department at the city. This includes development of a general survey as well as in-person meetings with staff to discuss daily work flow to determine the best way to implement GIS. It is our understanding that the following departments would be included in the assessment; police, fire, community development, IT, public works (includes water, sewer, and stormwater), and executive. The information gathered as part of this task will be processed by GMC and documented in a report type format for the city. The final report will include the identifications of needs, goals, and an implementation strategy for each department.

Task 3: Data Review, Development, and Updates

The City of McDonough already has a lot of GIS data, which is a great starting place for expanding the in-house capabilities of GIS. GMC will build upon the available GIS data and develop a city-wide database to address the short-term needs of the city while also accounting for long-term expansion. Some of the known datasets are listed below:

- Community Development:
- Zoning
- Census (tracts, block groups, blocks)
- Political Boundaries
- Public Works
- Infrastructure (Water, Sewer, Stormwater)
- Environmental
- Flood Zones

GMC proposes to review and update the City of McDonough's existing GIS information. This will include the incorporation of any changes, such as new developments, as well as the creation of new attribute information, domains (drop-down menus), and related tables to go with different system features. The needs assessment and the data review will also be used to determine data gaps and areas where additional data is missing or needed.

Once the updated database is developed and published, GMC will coordinate with the city to establish a protocol for routine updates of the GIS layers to maintain the highest level of accuracy. GMC will work with staff to determine the most appropriate schedule for conducting these updates. GMC will perform updates on an hourly, as needed basis at the request of staff. Additionally, certain staff will be able to utilize the online and mobile applications created to perform updates internally. In our experience, a combination of staff updating certain data, coupled with GMC support is the most efficient manner to ensure the data stays current.

Once the initial database is finalized, GMC will provide the City with a local copy of the database. GMC will also provide the City with database versions on a regular schedule as defined by GMC and the City, at the City's request, or following major updates to the system.

Task 4: GIS Hosting, Online Viewers and Mobile Applications

GIS can be a very valuable tool to for most local government functions and can assist various city departments. It is our belief that all staff should have access to GIS data that can assist in their daily functions and work duties. We will compile the GIS data into an online map application so that staff may view and utilize the GIS database. By hosting the GIS data online, GMC will enable city staff to use the GIS database without the purchase of costly software licenses. For example, staff could utilize the GIS applications to facilitate the completion of system maintenance tasks, inspections, zoning and flood determinations, and updating the locations of features in the field. Staff will be able to view the attribute information and feature locations from phones and tablets with data updates occurring real-time.

Based on our understanding of needs, we propose to develop a series of GIS viewers, each serving a particular purpose, audience, and department. The development of a GIS viewer can alleviate some burden on staff by providing a tool that allows staff to obtain information about

system components and other geographic features. We will develop a GIS site that could be viewed by all staff for informational purposes, but will not have editing functions. This site will include regional information such as parcels, roads, census information, flood zones, wetlands, etc. Further, we can create a password protected viewer(s) with editing privileges setup allowing appropriate staff to maintain and update the GIS data associated with their department. This will also include a password protected mobile application(s) for data collection in the field. As the City's GIS program matures and staff get more comfortable using GIS in the field, the mobile application will enable the city to keep better track of assets by editing and updating information real-time. It should be noted that the GIS viewers developed are designed to be accessible using computers as well as smart phones and tablets, making them widely available and accessible from virtually anywhere.

GMC has implemented this approach effectively in other areas, but the number of viewers and associated content will ultimately be determined based on our meetings with staff. GMC will work with McDonough staff to determine the types of tools needed for the application. General setup includes tools for searching data, editing, printing, measuring, drawing, and filtering data. Additional tools and searches would be considered technical support and are developed on an hourly basis.

GMC is continually making improvements to website and mobile applications we host as new tools are developed and tested internally. The city will benefit by our routine development of new tools that we believe will help streamline workflow and improve the overall user experience. When new tools are available, GMC will send out a notification describing the new tool with information about how it works.

Task 5: Technical Support

GMC will provide on-call services to the City of McDonough. This includes but is not limited to the production/reproduction of maps for meetings, map books, general data updates (i.e. new developments), updates to the viewer, creation of new GIS data, etc. GMC will work as an extension of staff and will provide the city all the resources associated with having a fully staffed GIS department at a cost that is efficient and suitable to the immediate needs of the city.

Schedule: GMC will complete this project within 6 months from the notice to proceed.

C. CONSULTANT'S COMPENSATION

GMC proposes to perform the scope of services included herein for the following proposed budget:

Task 1 – Project Management	Hourly, as needed
Task 2 – GIS Needs Assessment	\$5,250 (lump sum)
Task 3 – Data Review, Development, Updates	\$9,750 (lump sum)
Task 4 – Hosting, Online Viewer(s) and Mobile Application(s) ¹	\$7,000 / year
Task 5 – Technical Support	Hourly, as needed

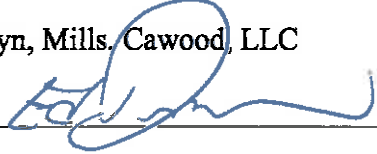
¹ Password protected users with editing privileges can be added for \$50/month each. Password protected users for viewing data can be added for \$25/month each. The Annual Subscription fee will be increased by the CPI (consumer price index) annually, beginning in FY 2023.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on this, the _____ day of _____, 2022.

City of McDonough, Georgia

Goldwyn, Mills, Cawood, LLC

By: _____

By:  _____

Print Name: _____

Print Name: Ed DiTommaso

ATTACHMENT A: 2022 Standard Rate and Fee Schedule

Hourly Rates

Executive/Senior Vice President	\$ 250.00
Principal (Engineer, Planner, Scientist, GIS)	\$ 225.00
Senior Professional (Engineer, Planner, Scientist, GIS, Project Manager)	\$ 205.00
Professional III (Engineer, Planner, Scientist, GIS, Project Manager)	\$ 190.00
Professional II (Engineer, Planner, Scientist, GIS, Project Manager)	\$ 175.00
Professional I (Engineer, Planner, Scientist, GIS, Project Manager)	\$ 160.00
Senior Consultant (Engineer, Planner, Scientist, GIS)	\$ 150.00
Consultant II (Engineer, Planner, Scientist, GIS)	\$ 135.00
Consultant I (Engineer, Planner, Scientist, GIS)	\$ 115.00
Environmental Scientist/GIS Analyst II	\$ 110.00
Environmental Scientist/GIS Analyst I	\$ 95.00
Technical III (CADD Tech., Designer, Drafting, CA, ROW Acq., Field Tech.)	\$ 140.00
Technical II (CADD Tech., Designer, Drafting, CA, ROW Acq., Field Tech.)	\$ 110.00
Technical I (CADD Tech., Designer, Drafting, CA, ROW Acq., Field Tech.)	\$ 80.00
Executive Administrative Assistant	\$ 85.00
Administrative Assistant	\$ 75.00
Professional Land Surveyor	\$ 175.00
Field Crew Supervisor	\$ 155.00
Survey Crew (one-man survey crew)	\$ 135.00
Survey Crew (two-man survey crew)	\$ 155.00
Survey Crew (three-man crew)	\$ 185.00

Reimbursable Expenses

Travel Expenses	\$0.58 per mile
Travel/ Meals/ Lodging	Cost + 10%
Sub-Consultant/ Sub-Contractors	Cost + 10%
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost + 10%
Printing & Shipping	Cost +10%
Reprographic services	\$0.20/ sheet (11 x 17)
B&W reprographic services	\$0.09/ sheet (8.5 x 11)
Color reprographic services	\$0.15/ sheet (8.5 x 11)
GPS equipment	\$50.00 per day



AGENDA ITEM SUMMARY

April 7, 2022

Item Number: 11A

Presented by: Charles Reese

Department: Community Development Department

ITEM SUMMARY:

Case #200703 (The Enclave at Brookstone Townhomes) is to satisfy City Code that requires consensus by the Mayor and Council for the Preliminary Plat as recommended by Staff, for the subject property recognized as Tax Parcel ID #090-01007052, located on Highway 42 N and McDonough Parkway.

NOTE: Upon exhaustive staff review, the preliminary plat for The Enclave at Brookstone Townhomes conforms to the City of McDonough's Zoning and Building Codes, and requirements of state law. Staff has therefore approved the submitted Preliminary Plat, and request to receive consensus from Mayor and Council. This project was formerly referred to as Highway 42 Townhomes.

SPECIAL CONSIDERATIONS OR CONCERNS:

Said application is to be processed in accord with schedule herein:
April 7, 2022 City Council Public Review

STAFF RECOMMENDATION:

Staff recommendation is APPROVAL.

FINANCIAL IMPACT: N/A

FUNDING SOURCE:

Line Item: N/A

ATTACHMENTS:

- Preliminary Plat

OTHER DEPARMENTAL REVIEW NEEDED:

Yes

No

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency

OTHER DEPARTMENTAL REVIEW

☐ Finance ☒ Fire ☒ Stormwater
☐ Highway and Streets ☐ Main Street ☒ Water Distribution
☐ Human Resources ☐ Police ☒ Water/Sewer Operations
☒ Comm. Dev. Planning & Zoning ☐ Technology Services ☐ Other
☒ Comm. Dev. Building Official ☒ City Engineer/ESC

Department Name: Community Development Department – Planning & Zoning
Comments: APPROVED

Department Name: Community Development Department – Building Official
Comments: APPROVED

Department Name: Community Development Department – City Engineer/ESC
Comments: APPROVED

Department Name: Fire
Comments: APPROVED

Department Name: Stormwater-City Engineer
Comments: APPROVED

Department Name: Water Distribution-Henry County Water Authority
Comments: APPROVED

Department Name: Water/Sewer Operations-Henry County Water Authority
Comments: APPROVED



Department of Community Development

Municipal City Hall, 3rd Floor Level

136 Keys Ferry Street, McDonough, GA 30253

Phone: (678) 432-4622 Fax: (678) 432-4665

04/07/2022 CITY COUNCIL Workshop Session Agenda Items:

Presented by: Charles Reese, Community Development Director

Diane Johnson, City Planner

Regular Agenda Items(s):

Preliminary Plat Review, Chapter 16.12 Procedure, Section 16.12.060 (A-D)

Applicant(s): Falcon Design Consultants

Petition Request: Approval of Preliminary Plat

Development: The Enclave at Brookstone Town Homes

Location: Highway 42 N. and McDonough Parkway

Workshop Preliminary Plat Review Process



What Is a Preliminary Plat

- Plans and drawings for a project or any phase thereof which are preliminary to the Construction Plans;
 - ❖ graphic information and associated text indicating property boundaries, easements, land use(s), streets, utilities, drainage and other information required to evaluate a proposed development.
- In many instances, a plat is one component of the development process and other applications may be necessary. For the City of McDonough and most other local jurisdictions, there is a multi-layered process in approving Preliminary Plats.

LAND USE SUMMARY

PROJECT: BROOKSTONE DEVELOPMENT
 LOCATION: 1000 N. W. 10th St., Atlanta, Georgia
 TOTAL AREA: 10.00 AC.
 TOTAL LOT AREA: 10.00 AC.
 TOTAL BUILDING AREA: 100,000 SQ. FT.
 TOTAL PARKING SPACES: 100
 TOTAL TREES: 100
 TOTAL WALKWAYS: 100
 TOTAL LANDSCAPED AREA: 100
 TOTAL OPEN SPACE: 100
 TOTAL UTILITIES: 100
 TOTAL FUTURE DEVELOPMENT: 100

TYPICAL BUILDING LAYOUT

1000 N. W. 10th St.
 ATLANTA, GA.
 30309

Preliminary Plat Review Process

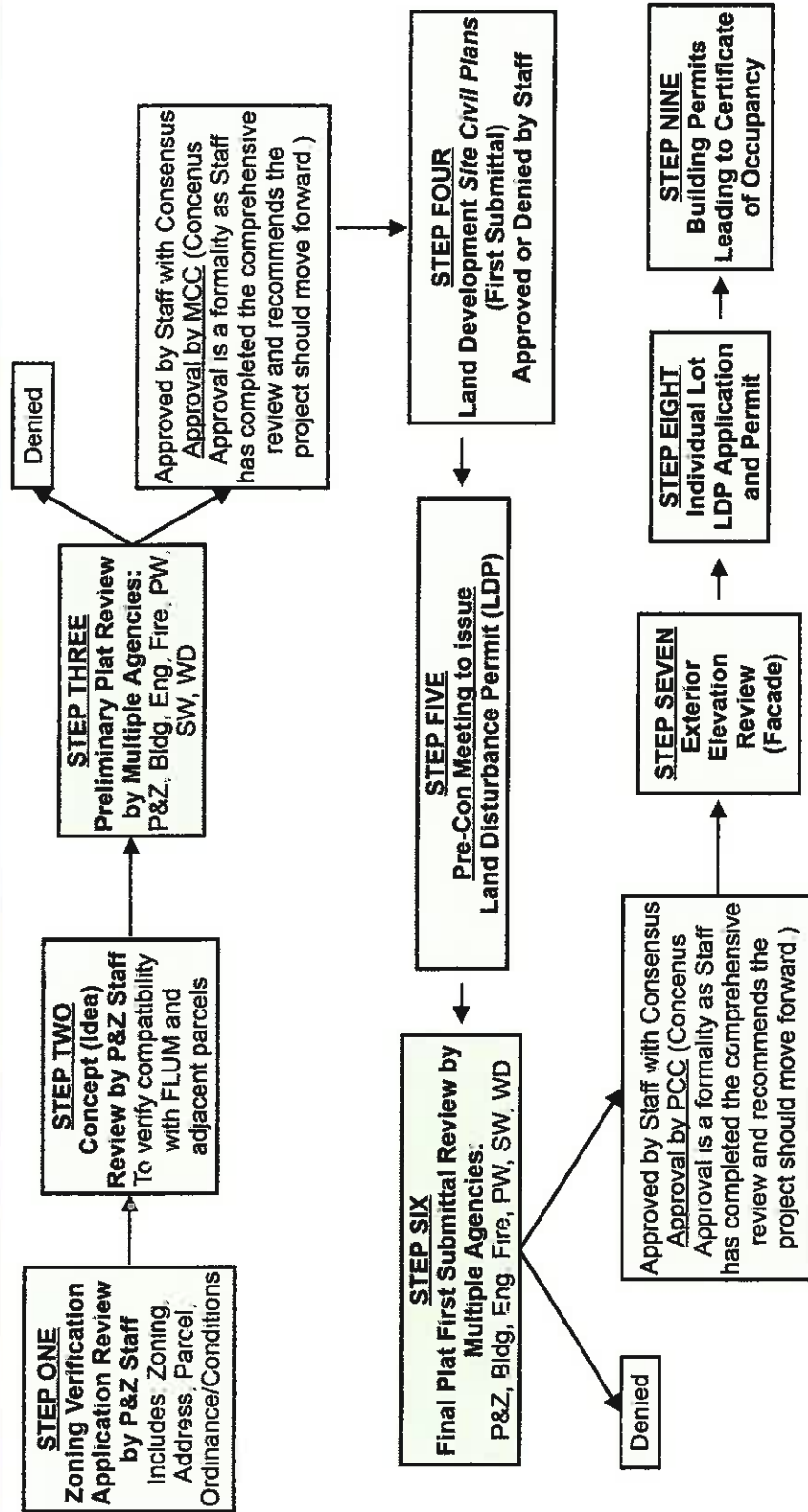
- * An application is submitted and reviewed for completeness (review checklist). If the application is determined to be complete, it is distributed for technical and content review by staff. The departments that make up staff include: Zoning, Building, Public Works (water/sewer distribution, stormwater) and Engineering.
- * Plans may include, but not limited to layout of streets, lots, utility connections, natural features, topography and other pertinent information. Please note, by the time application is in the preliminary plat stage, all required zoning verifications have been met.

Community Development Review Process



COMMUNITY DEVELOPMENT REVIEW PROCESS

from Zoning Verification to the Building Permits



AGENCIES: Planning & Zoning, Building, Engineering, Fire, and Public Works

Preliminary Review

SUMMARY

- The community development department shall recommend approval if the application and preliminary plat conform to all requested revisions, the requirements of this Code and state law.
- Staff review is a concerted effort that requires interdepartmental communication and coordination between **Planning and Zoning / Fire / Building & Inspections / Engineering / and / Public Works.**
- Please note that the preliminary plat application has to satisfy City Code (Chapter 16.12: Procedure, specifically Section 16.12.060: Referral of Preliminary Plat for review); also currently requires approval by the Mayor and Council for consensus.



AGENDA ITEM SUMMARY

(April 7, 2022)

Item Number: 11B

Presented by: Charles Reese

Department: Community Development Department

ITEM SUMMARY:

The request for Case # **210102** (Eagles Rest Phase 2) is for rezoning. The subject property recognized as Tax Parcel ID # M0.35-01004003 and is located at Hampton Street.

SPECIAL CONSIDERATIONS OR CONCERNS:

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

- 3/8/22 Municipal Planning Commission Workshop
- 4/12/22 Municipal Planning Commission Public Review
- **4/7/22 City Council Workshop**
- 4/18/22 City Council Public Hearing & Vote

STAFF RECOMMENDATION:

PENDING FINAL STAFF REPORT and Planning Commission Public Review

FINANCIAL IMPACT: N/A

FUNDING SOURCE: N/A

ATTACHMENTS:

- P/Z Initial Staff Report
- ORD # 22-04-18001(Z)

OTHER DEPARTMENTAL REVIEW NEEDED:

Yes Pending review and comments by agencies

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency



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

MEMORANDUM

March 4, 2022

TO: City and County Reviewing Agencies
CC: Municipal Planning Commission Members
FROM: Tina Tebo, Executive Assistant to Community Development Director
SUBJECT: Initial Review of Proposed Petition(s) Request – Case #210203

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

Applicant: Steven Jones for Eagles Rest PH 2
Request: To rezone property to RTD (Residential Townhouse District)
Zoning History: R-50 (Single Family Residential) per ORD #00-07-03F
Tax-Parcel ID#: #M03.5-01004003
Address: Hampton St.
Tract Size: Approximately 3.085 +/- acres
Location: Land Lot(s) 156 of the 7th District
Infrastructure: Water & Sewer Service: City of McDonough
Electrical Service: Georgia Power
Telephone: TBD
Cable: TBD

Attachments:

Steven L. Jones | Counsel
Direct Dial: 678.336.7282
Cell Phone: 404.218.275
E-mail: sjones@taylorenglish.com

Tuesday, February 2, 2022

VIA EMAIL: CReese@McDonoughGa.org; TTebo@McDonoughGa.org;
DJohnson3@McDonoughGa.org

City of McDonough
Community Development Department
136 Keys Ferry Street
3rd Floor
McDonough, GA 30253

RE: Rezoning Application – Eagles Rest Phase 2
3.85 +/- acres; 7th District / LL 156
TPN: M03501004003

To whom it may concern:

Please accept this letter, on behalf of L & C Partnership, LLP ("L & C"), as a letter of intent for the previously-filed Rezoning Application which requests that the Mayor and City Council (the "Council") of the City of McDonough, Georgia (the "City") rezone to the RTD Residential Townhouse ("RTD") zoning district the above-described property (the "Subject Property") which is part of Phase II of the Eagle's Rest townhome community which is already zoned RTD and for which construction plans have previously been submitted for the City's approval.

Should you have any additional questions or concern or need any further information from L & C or me, please do not hesitate to contact me using the information contained in my letter head.

Sincerely,

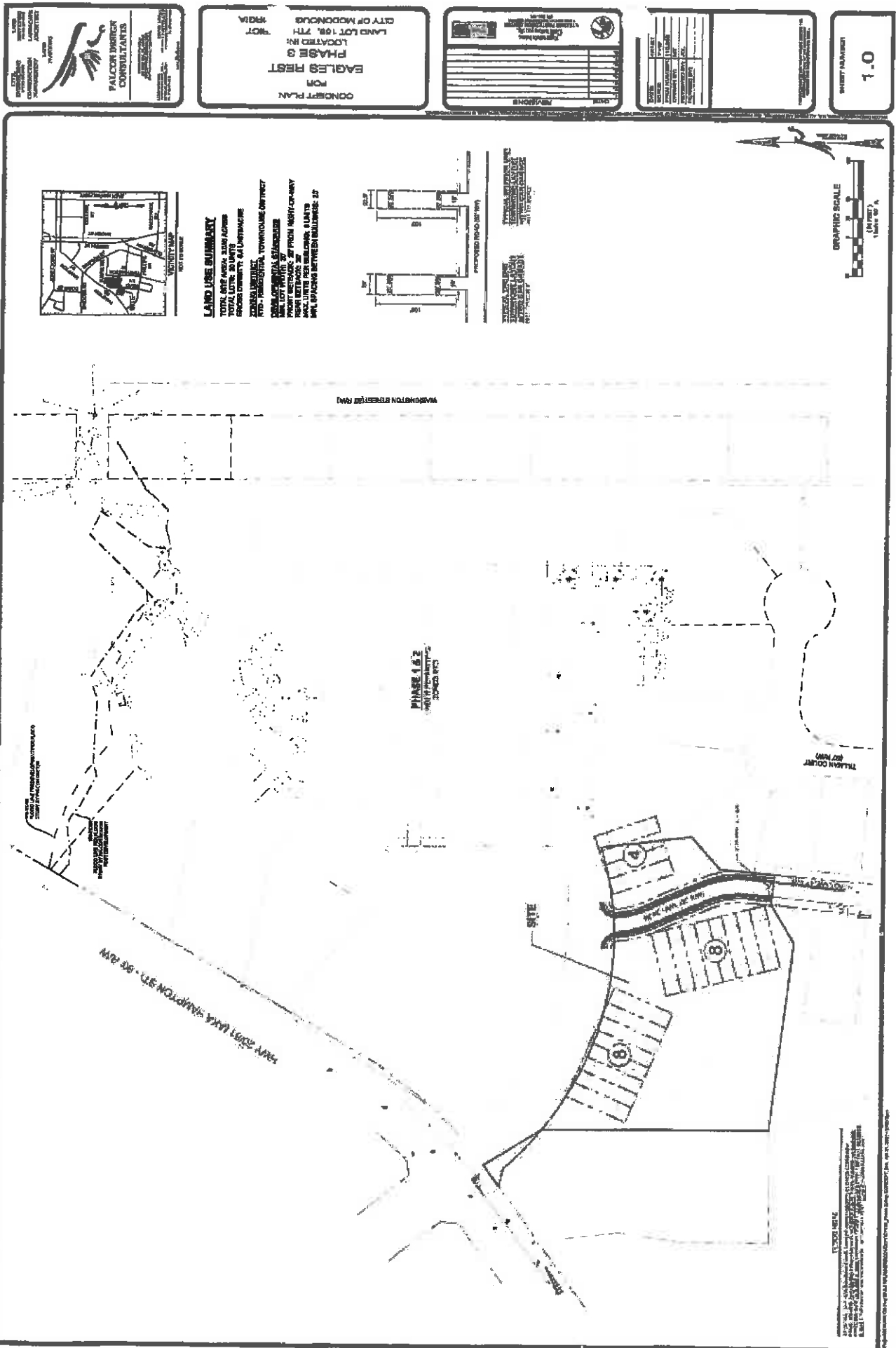


Steven L. Jones



FILE

4-22-21

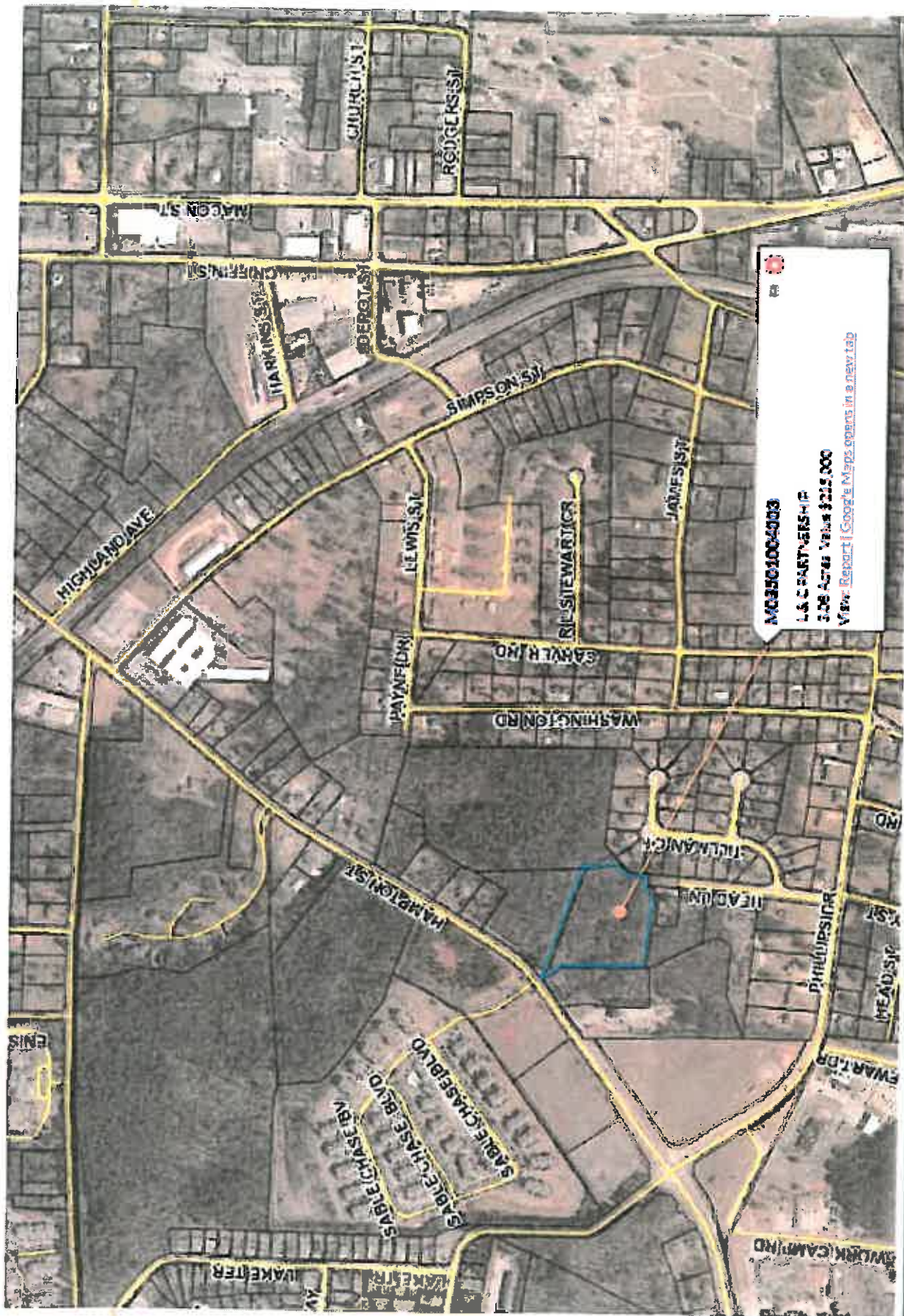


Rezoning Application # 210203

L & C Partnership, LLP

By: Steven L. Jones
sjones@taylorenghish.com
(678) 426-4628

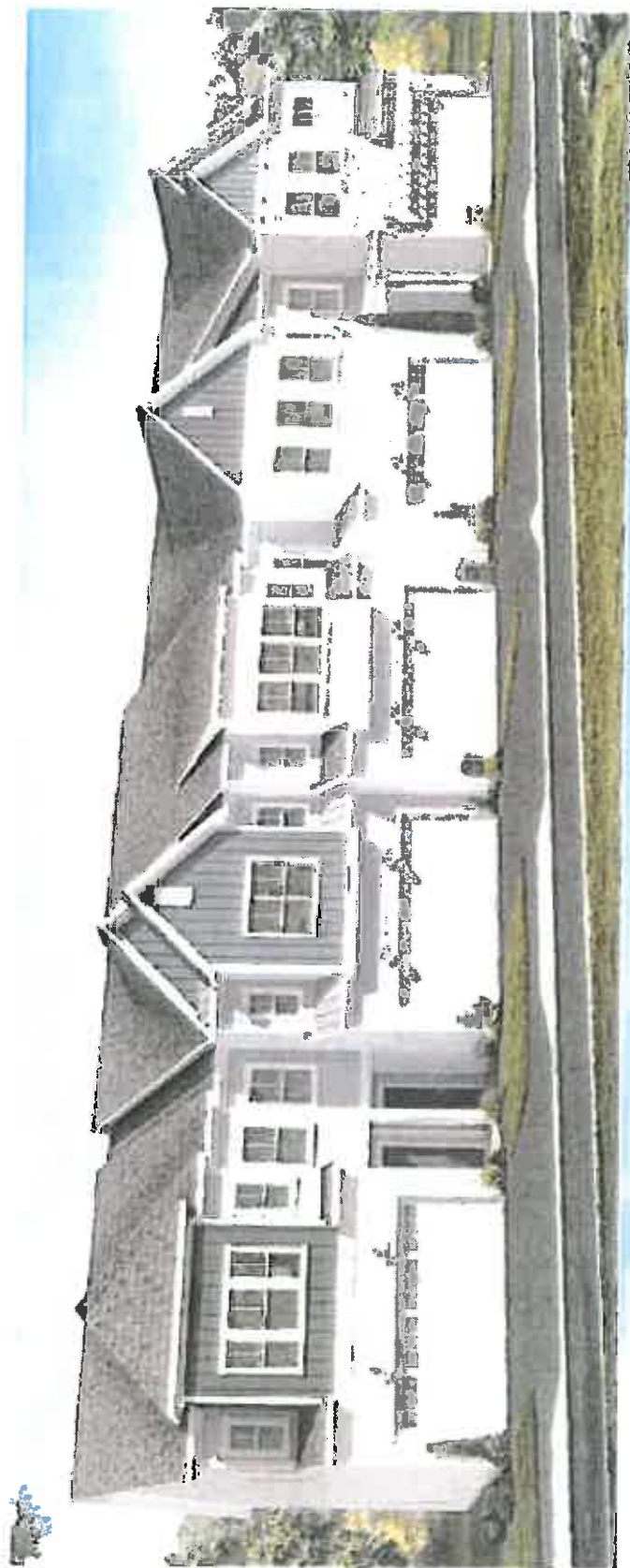
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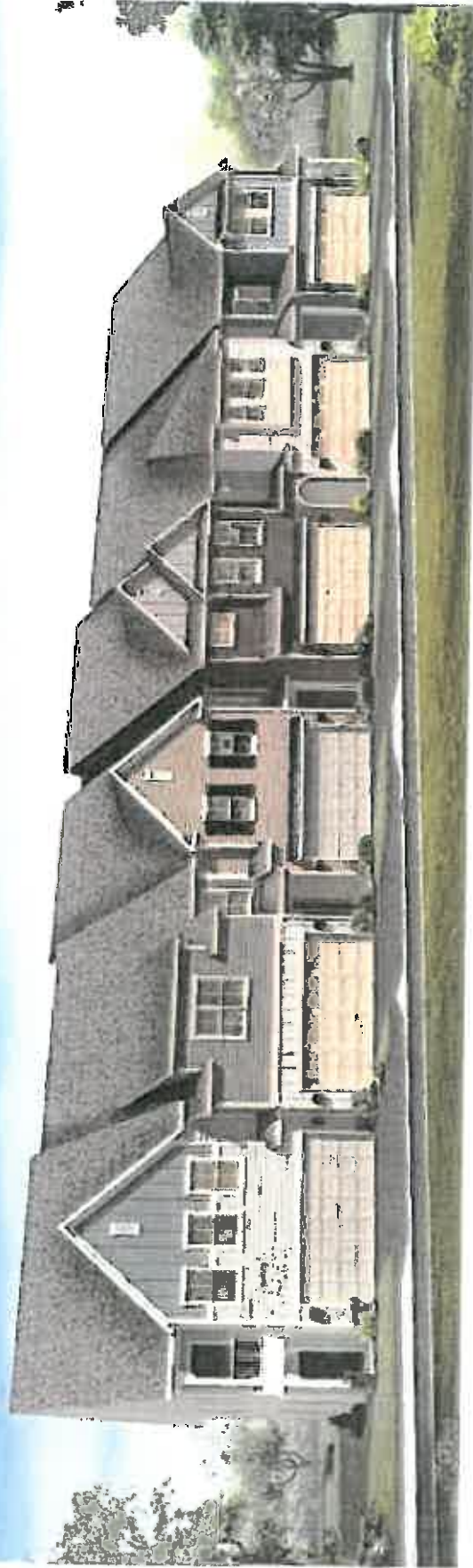




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Thank you.

Steven L. Jones
Counsel
sjones@taylorenchlish.com
(678) 426-4628

taylor | english



AGENDA ITEM SUMMARY

(April 7, 2022)

Item Number: 11C

Presented by: Charles Reese

Department: Community Development Department

ITEM SUMMARY:

The request for Case # **220201** (Staybridge) is a variance pertaining to a height increase of an additional ten (10') feet above code allowance of forty (40') feet to allow a fifty (50') feet, four (4) story hotel. The subject property recognized as Tax Parcel ID # 075-01030000 and is located at Highway 81 West.

SPECIAL CONSIDERATIONS OR CONCERNS:

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

- 3/8/22 Municipal Planning Commission Workshop
- 4/12/22 Municipal Planning Commission Public Review
- **4/7/22 City Council Workshop**
- 4/18/22 City Council Public Hearing & Vote

STAFF RECOMMENDATION:

PENDING FINAL STAFF REPORT and Planning Commission Public Review

FINANCIAL IMPACT: N/A

FUNDING SOURCE: N/A

ATTACHMENTS:

- P/Z Initial Staff Report

OTHER DEPARMENTAL REVIEW NEEDED:

Yes Pending review and comments by agencies

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency



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

MEMORANDUM

March 4, 2022

TO: City and County Reviewing Agencies
CC: Municipal Planning Commission Members
FROM: Tina Tebo, Executive Assistant to Community Development Director
SUBJECT: Initial Review of Proposed Petition(s) Request – Case #220201

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

Applicant: Nick Patel for Staybridge Hotel @ South Point

Request: A variance request regarding pertaining to a height increase of an additional ten (10') feet above code allowance of forty (40') feet to allow a fifty (50') feet, four (4) story hotel.

Zoning History: C-3 (Highway Commercial) w/conditions per ORD #18-03-19001(Z)

Tax-Parcel ID#: Tax ID #075-01030000

Address: Highway 81 W., Tract 4

Tract Size: Approximately 1.30 +/- acres

Location: Land Lot(s) 161 of the 7th District

Infrastructure: Water & Sewer Service: Henry County Water Authority
Electrical Service: TBD
Telephone: TBD
Cable: TBD

Attachments:

February 4, 2022

City of McDonough
Development Department
136 Keys Ferry Street
3rd Floor
McDonough, GA 30253

RE: Proposed Staybridge Suites at South Point

The intent of construction is to build a four story Staybridge Suites hotel on the vacant parcel adjacent to the Dave & Buster's entertainment center in the back section of the South Point Shopping Center. Staybridge Suites is an all-suites, residential-style brand of hotels within the InterContinental Hotels Group.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nick Patel', with a stylized flourish at the end.

Nick Patel – Applicant

Applicant is requesting to build a four story Staybridge Suites hotel on the vacant parcel adjacent to the Dave & Buster's entertainment center in the back section of the South Point Shopping Center. Staybridge Suites is an all-suite, residential-style brand of hotels within the InterContinental Hotels Group. The limited size of the site would prohibit the development of a three-story building because the larger footprint would restrict the ability to provide the desired outdoor amenity spaces and the required parking for the hotel. Since the site is located in the back section of the mall, the taller four-story building will provide better visibility to help guide the arriving guests to the location.

The current zoning for the property restricts the total height of a building to 40 feet. In order to provide the desired interior ceiling heights (for the lobby and guest rooms) and the exterior prototypical architectural features at the roof line; the Applicant is requesting that a variance be granted that would allow for a four-story 50' tall building.

A Site Plan and proposed Building Elevation Exhibit is included with this request.

