

AGENDA ITEM SUMMARY

Date July 08,2021

ITEM NUMBER: 6A

ITEM SUMMARY:

Consideration of a proposed **Contract** between the City and **Durrance Music LLC (Tobacco Road Band for a musical performance for August 07 2021**

SPECIAL CONSIDERATIONS OR CONCERNS:

The Main Street Program has selected Durrance Music (Tobacco Road Band) The artist will perform on August 07 2021. The total contract price is \$2,499.00 from 6:30 pm to 10:00pm

The contract for the performance is attached for approval by Mayor and Council, and execution by the Mayor.

STAFF RECOMMENDATION:

Approval of the contract between the City and Durrance Music (Tobacco Road Band) for a musical performance on August 07, 2021 in the total amount of \$2,499.99 and authorization for the Mayor to execute the contract.

FINANCIAL IMPACT: (Funding Source)

Durrance Music (Tobacco Road Band) performance will be the featured element of the Summer Concert Series August 07, 2021 which will bring more guests to downtown McDonough. The amount to be paid is \$2,499.00 to be paid from the **Main Street Promotions fund.**

ATTACHMENTS:

Contract for Durrance Music (Tobacco Road Band)

Submitted by: Cinderella Bennett **Main Street Manager**

Tobacco Rd. Band – Agreement

City of McDonough, GA

This contract dated June 22, 2021, between City of McDonough, GA and Durrance Music, LLC (hereinafter referred to as "Artist") furnishing the services of Tobacco Rd Band to perform at Center of Downtown Square, McDonough GA (hereinafter referred to as "Purchaser").

1. MERCHANDISING (N/A)

Artist reserves the right to sell Artist's merchandise at the show and retain all proceeds (100%).

2. TIMELY NOTIFICATION CLAUSE

In the event that the Purchaser decides to cancel the concert on its original date, the Purchaser will notify the Band of that decision at least (5) days prior to the performance start time, speaking personally by phone with the Band's Manager at (850) 296-4628. If the Band arrives at the venue and the event is cancelled at anytime while the band is on location, the full amount will be due.

This clause also applies to weather. Please provide an emergency contact number for the Band

Artist provides all production.

Contracted Price: \$2,499.00

Deposit: \$1,250.00 (refundable if band cancels)

Hotel: 2 Standard double rooms

Meal: Beverages and meals

\$1,249.00 Check or Cash must be payable to: Durrance Music LLC before the show starts.

\$1,250.00 Deposit must mailed to Durrance Music LLC at 4118 Chelmsford Rd, Tallahassee, FL 32309 within 20 days of signing this agreement.

Date of Performance:

Date: August 7, 2021

Event: City of McDonough, GA

Location: 5 Griffin St McDonough GA

Load in: 4:00 pm

Performance: 6:30- 10:00 pm -TBD

AGREED TO AND ACCEPTED:

PURCHASER

X _____

Date: _____

AGENDA ITEM SUMMARY
Date July 08,2021

ITEM NUMBER:

ITEM SUMMARY:

Consideration of a proposed **Contract** between the City and **The Henley Varner Band** for a musical performance for August 14, 2021

SPECIAL CONSIDERATIONS OR CONCERNS:

The Main Street Program has selected The Henley Varner Band. The artist will perform on August 14, 2021. The total contract price is \$2,000.00 from 6:00pm to 9:00pm

The contract for the performance is attached for approval by Mayor and Council, and execution by the Mayor.

STAFF RECOMMENDATION:

Approval of the contract between the City and The Henley Varner Band for a musical performance on August 14th, 2021 in the total amount of \$2,000; and authorization for the Mayor to execute the contract.

FINANCIAL IMPACT: (Funding Source)

The Henley Varner performance will be the featured element of the Summer Concert Series August 14, 2021 which will bring more guests to downtown McDonough. The amount to be paid is \$2,000.00 to be paid from the **Main Street Promotions fund**.

ATTACHMENTS:

Contract for The Henley Varner Band

Submitted by: Cinderella Bennett Main Street Manager

BAND PERFORMANCE CONTRACT

This contract for Professional Services made this 29th day of June between the undersigned Cinderella Bennett City of McDonough GA Event Coordinator and W. Henley Varner

Cinderella contracts W. Henley Varner (**The Henley Varner Band**) on the terms and conditions of this contract as set forth below. W. Henley Varner and Cinderella agree to be bound by the said terms and conditions of this contract.

Name and Address of Venue
City of McDonough Square
McDonough, GA 30253

Performance Date:
Saturday, August 14, 2021

Event Time:
6:00 pm – 9:00 pm

Type of Engagement:
Summer Concert Series

Contract Amount:

The fee for service is Two Thousand Dollars and no Cents (\$2,000.00) with a deposit of One Thousand Dollars and no Cents (\$1,000.00) due on or before Friday, July 23, 2021 unless other arrangements are made. The deposit is non-refundable if the event is cancelled on or after Friday, July 16, 2021. The final payment is due on or before Saturday, August 14, 2021. **Please make the payment payable to W. Henley Varner and it can be sent via USPS to 1819 Rest Haven Lane, McDonough, GA 30253.**

Special Instructions: The City of McDonough will provide a covered stage and electrical outlets. W. Henley Varner (**The Henley Varner Band**) will set up at 3:30 pm for a 6:00 pm performance. The attire is dressy casual. If requested to perform beyond the contracted time there will be an additional fee to be negotiated at that time.



W. Henley Varner
1819 Rest Haven Lane
McDonough, GA 30253
678-549-5159
Hvarner15@aol.com

This ____ day of _____ 2021.

Cinderella Bennett
City of McDonough Event Coordinator
5 Griffin, GA 30253
404-291-3522
cbennett@mcdonoughga.org

AGENDA ITEM SUMMARY

Date **JULY 08, 2021**

ITEM NUMBER:

ITEM SUMMARY:

Consideration of a proposed **Contract** between the City and **Speer Entertainment (Vintage Vixens Band)**

SPECIAL CONSIDERATIONS OR CONCERNS:

The Main Street Program has selected Speer Entertainment (Vintage Vixens Band) to be the featured performer for The Summer Concert Series. The artist will perform on August 21st 2021. Time to be announced. The total contract price is \$1,500.

The contract for the performance is attached for approval by Mayor and Council, and execution by the Mayor.

STAFF RECOMMENDATION:

Approval of the contract between the City and Speer Entertainment (Vintage Vixens) for a musical performance for the Summer Concert Series on August 21, 2021 in the total amount of \$1,500.00.

FINANCIAL IMPACT: (Funding Source)

Speer Entertainment (Vintage Vixens) performance will be the featured element of the Summer Concert Series for August 21, 2021 which will bring more guests to downtown McDonough. The amount to be paid is \$1,500.00, to be paid from the **Main Street Promotions fund**.

ATTACHMENTS:

Invoice for Vintage Vixens Band

Submitted by: Cinderella Bennett Main Street Manager

**SPEER
ENTERTAINMENT
SERVICES**

INVOICE

To: City of McDonough
From: Linda Walker
Date: June 29, 2021
Re: Entertainment

Vintage Vixens Band

Saturday, August 21, 2021– On stage on the Square

3 – 45 minute sets – exact times TBA

Band will provide sound system

Amount Due **\$1500.00**

Please remit to:

SPEER ENTERTAINMENT SERVICES

P O Box 2620

McDonough, GA 30253

Payment may be made by City check day of event.

THANK YOU
770-957-0768

AGENDA ITEM SUMMARY
Date July 08,2021

ITEM NUMBER:

ITEM SUMMARY:

Consideration of a proposed **Contract** between the City and **The Kasper 911 Band** for a **musical performance for August 28, 2021**

SPECIAL CONSIDERATIONS OR CONCERNS:

The Main Street Program has selected The Kasper 911 Band. The artist will perform on August 28, 2021. The total contract price is \$2,499.00. The Band will perform for 2 shows. The times are to be determined.

The contract for the performance is attached for approval by Mayor and Council, and execution by the Mayor.

STAFF RECOMMENDATION:

Approval of the contract between the City and The Kasper 911 Band for a musical performance on August 28th 2021 in the total amount of \$2,499.00 and authorization for the Mayor to execute the contract.

FINANCIAL IMPACT: (Funding Source)

The Kasper 911 Band performance will be the featured element of the Summer Concert Series August 28, 2021 which will bring more guests to downtown McDonough. The amount to be paid is \$2,499.00 to be paid from the **Main Street Promotions fund**.

ATTACHMENTS:

Contract for The Kasper 911 Band

Submitted by: Cinderella Bennett Main Street Manager

The 911 Band Agreement

This agreement made and entered on this Date: July 1st 2021, between The 911 Band and City of McDonough for live musical entertainment for the previously quoted price of \$2499 whereas, The 911 Band agrees to perform and present you with an enjoyable evening filled with fun and exciting music at its best. Additionally, The 911 Band requires a non-refundable deposit of \$ up front, and the remainder due upon completion of the entertainment for which you requested and purchased. Note: Please make checks payable to 911 Entertainment.

Band Requirement:

- 1) The band must have proper dressing facility to accommodate (7) members
- 2) The band must have the appropriate stage to accommodate (7) members
- 3) The band must be offered food and a table to accommodate (7) members
- 4) The remaining pay for the band must be readily available before the performance

Upon both party's signatures of this agreement, The 911 Band will perform on the date, time and location that you have specified below:

Date: Sat Aug 28th 2021

Time: 2 shows t.b.d. determine

Location: Square in McDonough Ga.

By signing below, each party to this agreement warrants that they have read and understood all the terms of this agreement. Further, each party warrants that the undersigned is a representative of that party who has the authority to negotiate this agreement.

AGREED TO:

The 911 Band

By: Jeffery Kasper Rouser By: _____

Signature: [Signature] Signature: _____

Date: 7/1/2021 Date: _____

Upon signing, please retain a copy for your files and reference and mail the original to the attention and address shown below:

**Kasper Rouser
5769 Cedar Croft Court
Lithonia, Georgia 30058**

Should you have any questions or concerns regarding this agreement or The 911 Band, please call Kasper at (770) 808-2656. You may also send your questions to the following e-mail address: kasper911@comcast.net

CONSENT AGENDA ITEM

ITEM NUMBER: 6B

ITEM SUMMARY:

Approval to purchase two 2022 GMC Terrain SLE from Bellamy Strickland at a cost of \$26,765.00 each. Total \$53,530.00

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Approval to purchase

FINANCIAL IMPACT: (Funding Source)

\$53,530.00 to be paid from General Funds

ATTACHMENTS:

Copy of both quotes vehicle 1 and vehicle 2

Submitted by:

Steve m Morgan, Fire Chief

BELLAMY STRICKLAND

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

Date: 7/8/2021

Client: City of McDonough Police Department

Stock Number: intransit

VIN: 3GKALMEV8NL104743



Year: 2022 Make: GMC
Color: Quicksilver

Model: Terrain SLE

Chassis: \$ 26,765.00

Body Description:

Body: \$ -

Other Locals:

_____ Other Locals: \$ _____

Documentation and Temporary Operating Permit _____

Sub total: \$ 26,765.00

Rebates / Discount: Included

Pre Tax: \$ 26,765.00

County / Rate: _____

Tax: \$ -

Tag/Title: \$ -

Net Sales Price: \$ 26,765.00

Down Payment: \$ _____

Balance Due: \$ 26,765.00

Dealership to give county titles upon delivery

Accepted By: _____

Date: _____

BELLAMY STRICKLAND

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

Date: 7/8/2021

Client: City of McDonough Police Department

Stock Number: Intransit

VIN: 3GKALMEV8NL105097

(2)

Year: 2022 Make: GMC

Model: Terrain SLE

Color Ebony Twilight

Chassis: \$ 26,765.00

Body Description:

Body: \$ -

Other Locals:

Other Locals: \$ -

Documentation and Temporary Operating Permit: -

Sub total: \$ 26,765.00

Rebates / Discount: included

Pre Tax: \$ 26,765.00

County / Rate: -

Tax: \$ -

Tag/Title: \$ -

Net Sales Price: \$ 26,765.00

Down Payment: \$ -

Balance Due: \$ 26,765.00

Dealership to give county titles upon delivery

Accepted By: -

Date: -

AGENDA ITEM SUMMARY

July 19th, 2021

ITEM NUMBER:

6c

ITEM SUMMARY:

Approval per City Of McDonough policy to take over the street light monthly bill for Park Place @ Avalon Subdivision; authorization for Mayor to sign all related documents.

SPECIAL CONSIDERATIONS OR CONCERNS:

The development has reached well over 50% build out.

STAFF RECOMMENDATION:

Staff recommends approving this request

FINANCIAL IMPACT:

Monthly Estimated Total: 159 Westridge Pkwy \$ 842.96
1 Heartwood Ave \$ \$1,048.56
General Funds- Street Dept. will fund this.

ATTACHMENTS:

Letter from PPA Land Holdings, LLC
Georgia Power Lighting Service Agreements

Submitted and Approved by:

Ronnie Thompson,
Public Works Director

Lighting Services Agreement



Customer Legal Name CITY OF MCDONOUGH DBA PARK PLACE AT AVALON
 Service Address 159 WESTRIDGE PKWY MCDONOUGH GA 30253 County Henry County
 Mailing Address 136 KEYS FERRY RD MCDONOUGH GA 30253
 Email _____ Tel # _____ Alt Tel # _____
 Tax ID# _____ Business Description _____

Existing Customer: Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☒ If Yes, which Account Number? _____

Selected Components				
Action	Qty	Wattage	Type	Description
INS	41	80	LED	Post Top

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$731.44	\$111.52	\$842.96

Term (Months)	1
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* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes: **TAKEOVER PARK PLACE AT AVALON LIGHTS**

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	EOL	

Pre-Payment (\$)
\$0.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: R Dixon
Print Title:	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (Lighting – Governmental Service)

1. **Agreement Scope.** This Lighting Services Agreement ("Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide lighting and related service (collectively, the "Service") to the customer identified on Page 1 ("Customer") at the Service Address shown on Page 1 (the "Premises"). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, "GPC Assets") for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the "Term."
3. **Intent and Title.** This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, "GPC Activity"). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition ("Unforeseen Condition"). If GPC encounters an Unforeseen Condition, in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then-current Dig Law, (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>
10. **Disclaimer: Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
14. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) "include(ing)" means "include, but are not limited to" or "including, without limitation"; (ii) "or" means "either or both" ("A or B" means "A or B or both A and B"); (iii) "e.g." means "for example, including, without limitation"; and (iv) "written" or "in writing" includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

Lighting Services Agreement



Customer Legal Name CITY OF MCDONOUGH DBA PARK PLACE AT AVALON
Service Address 1 HEARTWOOD AVE MCDONOUGH GA 30253 County Henry County
Mailing Address 136 KEYS FERRY RD MCDONOUGH GA 30253-
Email _____ Tel # _____ Alt Tel # _____
Tax ID# _____ Business Description _____
Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☒ If Yes, which Account Number? _____

Selected Components

Action	Qty	Wattage	Type	Description
INS	51	80	LED	Post Top

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	1
\$909.84	\$138.72	\$1,048.56		

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

TAKING OVER PARK PLACE AT AVALON -
HEARTWOOD AVE ACCT.

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	EOL	

Pre-Payment (\$)
\$0.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: R Dixon
Print Title:	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (Lighting – Governmental Service)

1. **Agreement Scope.** This Lighting Services Agreement ("Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide lighting and related service (collectively, the "Service") to the customer identified on Page 1 ("Customer") at the Service Address shown on Page 1 (the "Premises"). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, "GPC Assets") for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the Miscellaneous section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the "Term."
3. **Intent and Title.** This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, "GPC Activity"). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition ("Unforeseen Condition"). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>
10. **Disclaimer: Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
14. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) "include(ing)" means "include, but are not limited to" or "including, without limitation"; (ii) "or" means "either or both" ("A or B" means "A or B or both A and B"); (iii) "e.g." means "for example, including, without limitation"; and (iv) "written" or "in writing" includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

**PPA Land Holdings LLC
PO Box 1796
Monroe GA 30655**

July 1, 2021

Mark Dobson
Building Official
City of McDonough

Dear Mark,

Please accept this letter as a written request for the City to assume payment for the street lights for the Park Place at Avalon PH2 Subdivision recently developed by PPA Land Holdings LLC.

Should you need anything else, do not hesitate to contact me via ralph@downey.pro.

Thank you

Ralph Carano

Owner/Developer Rep

6D



Dear Mayor and Council,

This is to clarify remarks made at the City Council meeting on June 21, 2021 regarding the \$88,500.00 that McDonough Hospitality and Tourism will be paying towards the remodel of the Polk Building. These funds are not legislated through the state of Georgia regarding any of the 3 ½ cents per dollar of tax collected.

Directing Marketing Organizations, (DMO's) are allowed to spend money for office space. As part of our 5 Year lease agreement, we are agreeing to pay \$88,500.00 for lease holder improvements. To the C.O Polk Building. As part of our lease agreement, with the \$1,000.00 per month that we are currently paying plus these lease holder improvements, McDonough Hospitality and Tourism would incur \$2,475.00 per month over the next Sixty months.

We as a Board, feel like this is an acceptable amount to be paying for rent since we will not be incurring the utilities, maintenance, taxes, insurance, and other overhead required with rental property.

If you have any questions regarding this matter, please feel free to contact me.

Respectfully submitted,

H. Lee Freeman, JR

#8

ROSS+associates

urban planning & plan implementation

Memorandum

TO: Steve Morgan
cc: Mike Clark

FROM: Bill Ross

DATE: June 7, 2021

RE: Schedule of Impact Fees

Unintended consequences.

The 100% Fee Schedule that was presented to the City Council was based on the original fee schedule, that was drawn from the Impact Fee Program based on the CIE adopted in 2003.

Unfortunately, the new fee schedule has to be based on the most recent Impact Fee Methodology Report that backed up the latest CIE, which was adopted in 2019.

This results in a Fee Schedule notably different from the one presented to the City Council.

Keeping the fee for a single-family home at \$2,209.16 (2 times the adopted fee), all of the fees for nonresidential uses are lower than "twice the adopted amount" on the fee schedule the City Council saw.

The actual fee schedule that can be adopted as part of the new Impact Fee Ordinance with the SF home fee at \$2,209.16 is shown on the following two pages.

Following that is a table comparing the fees on the new fee schedule with those originally adopted. While the new SF home fee is double the original, all of the nonresidential fees are lower than those originally adopted.

Since the presentation to the City Council focused on the SF home fee, I think the attached reflects their intent to adopt the 100% fee option.

Let me know what you think.

Impact Fee Schedule						
Land Use Category	Impact Fee*			Total Impact Fee	Unit of Measure**	
	Fire Protection	Law Enforcement	Parks & Recreation			
<i>Residential</i>						
Single-Family Detached Housing	\$ 254.0083	\$ 270.2039	\$ 1,684.9478	\$ 2,209.1600	per dwelling	
Apartment	\$ 254.0083	\$ 270.2039	\$ 1,684.9478	\$ 2,209.1600	per dwelling	
Residential Condominium/Townhouse	\$ 254.0083	\$ 270.2039	\$ 1,684.9478	\$ 2,209.1600	per dwelling	
<i>Port and Terminal</i>						
Intermodal Truck Terminal	\$ 0.1253	\$ 0.1333	\$ -	\$ 0.2586	per square foot	
<i>Industrial</i>						
General Light Industrial	\$ 0.2044	\$ 0.2175	\$ -	\$ 0.4219	per square foot	
General Heavy Industrial	\$ 0.1620	\$ 0.1724	\$ -	\$ 0.3344	per square foot	
Manufacturing	\$ 0.1589	\$ 0.1689	\$ -	\$ 0.3278	per square foot	
Warehousing	\$ 0.0811	\$ 0.0862	\$ -	\$ 0.1673	per square foot	
Mini-Warehouse	\$ 0.0068	\$ 0.0073	\$ -	\$ 0.0141	per square foot	
High-Cube Warehouse	\$ 0.0068	\$ 0.0071	\$ -	\$ 0.0139	per square foot	
<i>Lodging</i>						
Hotel or Conference Motel	\$ 50.4620	\$ 53.6793	\$ -	\$ 104.1413	per room	
All Suites Hotel	\$ 44.2855	\$ 47.1090	\$ -	\$ 91.3945	per room	
Motel	\$ 38.9270	\$ 41.4089	\$ -	\$ 80.3358	per room	
<i>Recreational</i>						
Golf Course	\$ 21.7542	\$ 23.1413	\$ -	\$ 44.8955	per acre	
Bowling Alley	\$ 0.0886	\$ 0.0942	\$ -	\$ 0.1828	per square foot	
Movie Theater	\$ 0.1301	\$ 0.1384	\$ -	\$ 0.2686	per square foot	
Arena	\$ 295.2070	\$ 314.0290	\$ -	\$ 609.2360	per acre	
Amusement Park	\$ 805.5386	\$ 856.8984	\$ -	\$ 1,662.4370	per acre	
Tennis Courts	\$ 21.6014	\$ 22.9787	\$ -	\$ 44.5801	per acre	
Racquet/Tennis Club	\$ 0.0272	\$ 0.0289	\$ -	\$ 0.0561	per square foot	
Health/Fitness Center	\$ 0.0624	\$ 0.0664	\$ -	\$ 0.1289	per square foot	
Recreational Community Center	\$ 0.1099	\$ 0.1169	\$ -	\$ 0.2268	per square foot	
<i>Institutional</i>						
Private Elementary School	\$ 0.0870	\$ 0.0926	\$ -	\$ 0.1796	per square foot	
Private High School	\$ 0.0578	\$ 0.0615	\$ -	\$ 0.1194	per square foot	
Church/Place of Worship	\$ 0.0308	\$ 0.0327	\$ -	\$ 0.0634	per square foot	
Day Care Center	\$ 0.2496	\$ 0.2655	\$ -	\$ 0.5151	per square foot	
Cemetery	\$ 7.2119	\$ 7.6717	\$ -	\$ 14.8836	per acre	
<i>Medical</i>						
Hospital	\$ 0.2602	\$ 0.2768	\$ -	\$ 0.5370	per square foot	
Nursing Home	\$ 0.2065	\$ 0.2196	\$ -	\$ 0.4261	per square foot	
Clinic	\$ 0.3478	\$ 0.3700	\$ -	\$ 0.7177	per square foot	
<i>Office</i>						
General Office Building	\$ 0.2943	\$ 0.3130	\$ -	\$ 0.6073	per square foot	
Corporate Headquarters Building	\$ 0.3033	\$ 0.3227	\$ -	\$ 0.6260	per square foot	
Single-Tenant Office Building	\$ 0.2789	\$ 0.2967	\$ -	\$ 0.5755	per square foot	
Medical-Dental Office Building	\$ 0.3592	\$ 0.3821	\$ -	\$ 0.7412	per square foot	
Research and Development Center	\$ 0.2593	\$ 0.2759	\$ -	\$ 0.5352	per square foot	
Business Park	\$ 0.2728	\$ 0.2901	\$ -	\$ 0.5629	per square foot	

Impact Fee Schedule continued						
Land Use Category	Impact Fee*			Total Impact Fee	Unit of Measure**	
	Fire Protection	Law Enforcement	Parks & Recreation			
Retail						
Building Materials and Lumber Store	\$ 0.0850	\$ 0.0904	\$ -	\$ 0.1755	per square foot	
Free-Standing Discount Superstore	\$ 0.0850	\$ 0.0904	\$ -	\$ 0.1755	per square foot	
Variety Store	\$ 0.1758	\$ 0.1870	\$ -	\$ 0.3628	per square foot	
Free-Standing Discount Store	\$ 0.0854	\$ 0.0908	\$ -	\$ 0.1762	per square foot	
Hardware/Paint Store	\$ 0.2763	\$ 0.2939	\$ -	\$ 0.5702	per square foot	
Nursery (Garden Center)	\$ 0.1476	\$ 0.1570	\$ -	\$ 0.3046	per square foot	
Nursery (Wholesale)	\$ 0.1479	\$ 0.1574	\$ -	\$ 0.3053	per square foot	
Shopping Center	\$ 0.1479	\$ 0.1574	\$ -	\$ 0.3053	per square foot	
Factory Outlet Center	\$ 0.1756	\$ 0.1867	\$ -	\$ 0.3623	per square foot	
Specialty Retail Center	\$ 0.1353	\$ 0.1440	\$ -	\$ 0.2793	per square foot	
Automobile Sales	\$ 0.0850	\$ 0.0904	\$ -	\$ 0.1755	per square foot	
Auto Parts Store	\$ 0.1134	\$ 0.1206	\$ -	\$ 0.2340	per square foot	
Tire Store	\$ 0.1134	\$ 0.1206	\$ -	\$ 0.2340	per square foot	
Tire Superstore	\$ 0.1031	\$ 0.1097	\$ -	\$ 0.2128	per square foot	
Supermarket	\$ 0.1594	\$ 0.1696	\$ -	\$ 0.3290	per square foot	
Convenience Market (Open 24 Hours)	\$ 0.1594	\$ 0.1696	\$ -	\$ 0.3290	per square foot	
Convenience Market with Gas Pumps	\$ 0.1994	\$ 0.2121	\$ -	\$ 0.4115	per square foot	
Discount Supermarket	\$ 0.0726	\$ 0.0772	\$ -	\$ 0.1498	per square foot	
Wholesale Market	\$ 0.1150	\$ 0.1223	\$ -	\$ 0.2372	per square foot	
Discount Club	\$ 0.0850	\$ 0.0904	\$ -	\$ 0.1755	per square foot	
Home Improvement Superstore	\$ 0.0850	\$ 0.0904	\$ -	\$ 0.1755	per square foot	
Electronics Superstore	\$ 0.1479	\$ 0.1574	\$ -	\$ 0.3053	per square foot	
Apparel Store	\$ 0.1754	\$ 0.1865	\$ -	\$ 0.3619	per square foot	
Department Store	\$ 0.1479	\$ 0.1574	\$ -	\$ 0.3053	per square foot	
Pharmacy/Drugstore	\$ 0.0368	\$ 0.0391	\$ -	\$ 0.0759	per square foot	
Furniture Store	\$ 0.4241	\$ 0.4512	\$ -	\$ 0.8753	per square foot	
Services						
Drive-in Bank	\$ 0.4241	\$ 0.4512	\$ -	\$ 0.8753	per square foot	
Quality Restaurant	\$ 0.6607	\$ 0.7029	\$ -	\$ 1.3636	per square foot	
High-Turnover (Sit-Down) Restaurant	\$ 0.6607	\$ 0.7029	\$ -	\$ 1.3636	per square foot	
Fast-Food Restaurant	\$ 0.9655	\$ 1.0270	\$ -	\$ 1.9924	per square foot	
Quick Lubrication Vehicle Shop	\$ 185.9991	\$ 197.8560	\$ -	\$ 383.8571	per service bay	
Gasoline/Service Station	\$ 14.1713	\$ 15.0749	\$ -	\$ 29.2463	per pump	
Gasoline Station w/Convenience Mkt	\$ 19.1313	\$ 20.3511	\$ -	\$ 39.4824	per pump	
Self-Service Car Wash	\$ 17.7142	\$ 18.8436	\$ -	\$ 36.5578	per stall	

* Includes 3% administration.

** Square foot* means square foot of gross building floor area.

Memo to: Steve Morgan, June 7, 2021
Subject: Impact Fee Schedule, page 4

Comparison of New Fees to Fees Adopted in 2003

LAND USE	New Impact Fees (2019)				Previous Fees		Percent Change	
	Fire Protection	Law Enforcement	Parks & Recreation	Total New Impact Fee	Adopted Fee (2003)	Current Value	From 2003	From Current Value
Single-Family Detached Housing	\$ 254.01	\$ 270.20	\$ 1,684.95	\$ 2,209.16	\$ 1,104.58	\$ 1,471.49	100%	50%
Apartment	\$ 254.01	\$ 270.20	\$ 1,684.95	\$ 2,209.16	\$ 1,104.58	\$ 1,471.49	100%	50%
Convenience Market w/gas pumps	\$ 0.16	\$ 0.17	\$ -	\$ 0.33	\$ 0.37	\$ 0.49	-11%	-33%
Day Care Center	\$ 0.25	\$ 0.27	\$ -	\$ 0.52	\$ 0.52	\$ 0.70	-2%	-26%
General Light Industrial	\$ 0.20	\$ 0.22	\$ -	\$ 0.42	\$ 0.48	\$ 0.63	-11%	-33%
Hotel or Conference Motel	\$ 50.46	\$ 53.68	\$ -	\$ 104.14	\$ 128.27	\$ 170.88	-19%	-39%
Medical-Dental Office Building	\$ 0.36	\$ 0.38	\$ -	\$ 0.74	\$ 0.84	\$ 1.11	-11%	-33%
Office Building - General	\$ 0.28	\$ 0.31	\$ -	\$ 0.61	\$ 0.68	\$ 0.91	-11%	-33%
Office Building - Single Tenant	\$ 0.28	\$ 0.30	\$ -	\$ 0.58	\$ 0.66	\$ 0.88	-13%	-34%
Pharmacy/Drugstore	\$ 0.15	\$ 0.16	\$ -	\$ 0.31	\$ 0.34	\$ 0.46	-11%	-33%
Restaurant - Fast-Food	\$ 0.97	\$ 1.03	\$ -	\$ 1.99	\$ 2.25	\$ 2.99	-11%	-33%
Restaurant - Table Service	\$ 0.66	\$ 0.70	\$ -	\$ 1.36	\$ 1.54	\$ 2.05	-11%	-33%
Shopping Center	\$ 0.15	\$ 0.16	\$ -	\$ 0.31	\$ 0.34	\$ 0.46	-11%	-33%
Specialty Retail Center	\$ 0.18	\$ 0.19	\$ -	\$ 0.36	\$ 0.38	\$ 0.50	-3%	-27%
Supermarket	\$ 0.10	\$ 0.11	\$ -	\$ 0.21	\$ 0.26	\$ 0.35	-19%	-39%
Warehousing	\$ 0.08	\$ 0.09	\$ -	\$ 0.17	\$ 0.26	\$ 0.35	-36%	-52%

#9



Good Moring Preston,

Per the discussions you have had with Mike Warren regarding the C.O. Polk Building basement construction project. Our board is asking for the provisions listed below:

Tourism Proposal for Polk Building Basement Construction

McDonough Hospitality and Tourism has earmarked \$88,500 for this project.

In exchange for these monies, the board request the following:

- 5-year Tourism DMO contact with option of automatic renewal before expiration.
- Maintain Monthly Rent for DMO use of the C.O. Polk Museum at \$1,000 per month for 5 years.
- Tourism is given use of the storage area outside of the back door of the Polk Museum.
- Dedicated office space in basement for Tourism Staff.
- Placement of Hospitality and Tourism signage outside of C.O. Polk Museum.

Please let me know if you have any questions or need anything further.

Thank you,

Christy Collier

Director of Tourism

McDonough Hospitality & Tourism Board Inc.

5 Griffin Street

McDonough, GA 30253

P 404-402-7666

www.visitmcdonoughga.com

Discover McDonough...A Town for All Seasons!

AGENDA ITEM SUMMARY
July 19, 2021

Item # **10**

ITEM SUMMARY:

For Discussion Purposes Only

Discussion concerning setting time limits for approval of building and zoning permits.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

FINANCIAL IMPACT: (Funding Source)

ATTACHMENTS:

Proposed time limits schedule

Submitted by:

Janis Price, City Clerk

For Discussion

Zoning Approval and Permits Time Limits

Section (TBD). Time Limits for Zoning Approvals and Building Permits

Any building permit issued shall become invalid if the authorized use or construction for which the approved permit was issued is not commenced within twelve (12) months of the date of issuance, or is suspended or abandoned for a period of twelve (12) months. Any zoning permit (including rezoning approvals) issued shall become invalid if the authorized use or construction for which the approved zoning was issued is not commenced within three (3) years of the date of issuance, or is suspended or abandoned for a period of three (3) years. The Community Development Director or his/her designee may, upon good cause shown, extend a permit without additional charge for an additional period not exceeding six (6) months. Or;

Permit Time Limits, Extensions, and Expiration

A. Time limits.

1. Unless a condition of approval or other provision of this Zoning Ordinance establishes a different time limit, a permit or zoning approval not exercised within 12-15 months or 3 years respectively, of approval shall expire and become void, except where an extension of time is approved in compliance with Subsection B of this section.
2. An approved zoning permit shall not be deemed "exercised" until the permittee has substantially commenced the approved construction activity and has shown continued progress in construction, or has actually commenced the allowed use on the site in compliance with the conditions of approval.
3. After it has been exercised, a planning permit shall remain valid and run with the land in compliance with Section (TBD), as long as a Building Permit is active for the project, the applicant has complied with all applicable zoning conditions of approval, and after a final building inspection or certificate of occupancy has been granted.
4. If a project is to be developed in approved phases, each subsequent phase shall be exercised within 12 months from the date that the previous phase was exercised, unless otherwise specified in the permit, or the permit shall expire and become void, except where an extension of time is approved in compliance with Subsection B of this section. If the project also involves the approval of a Tentative Map, the phasing shall be consistent with the Tentative Map and the permit shall be exercised before the expiration of the Tentative Map, or the permit shall expire and become void.

B. Extensions of time. Upon written request by the applicant, the original permit review authority may extend the time for an approved planning permit to be exercised.

1. Filing and review of request.

a. Time for filing. The applicant shall file a written request for an extension of time with the Community Development Department at least 30 days before the expiration date, together with the filing fee required by the City's Fee Schedule.

b. Evidence to be provided. The Community Director or his/her designee shall determine whether the applicant has made a good faith effort to exercise the permit. The burden of proof is on the applicant to establish, with substantial evidence, that circumstances beyond the control of the applicant have prevented exercising the permit.

c. Public hearing. If the original approval requires a public hearing, the MPC shall hold a public hearing on a proposed extension of time, after providing notice of the public hearing in compliance with Chapter (TBD) (Public Hearings).

2. Action on extension request. A permit may be extended for a maximum of one additional 12-month period beyond the expiration of the original approval; provided, that the review authority (Planning Commission) first finds that there have been no changes in the conditions or circumstances of the site or project so that there would have been grounds for disapproval of the original project. The review authority may grant an extension of less than the maximum time allowed by this section.

3. Conditions of approval. The granting of a time extension in compliance with this section may include the review authority requiring additional conditions of approval as provided by the section of this chapter applicable to the specific permit type (e.g., Use Permit, Planned Development Permit).

C. Effect of expiration. After the expiration of a planning permit in compliance with Subsection A.1 of this section, no further work shall be done on the site until a new planning permit and any required Building Permit or other City permits are first obtained.

(Section TBD) Changes to an Approved Project

Development or a new land use authorized through a planning permit granted in compliance with this Zoning Ordinance shall occur only as approved by the review authority, and in compliance with all conditions of approval, except where a change to the project is approved as follows:

A. Application. An applicant shall request a desired change in writing, and shall also furnish appropriate supporting materials and an explanation of the reasons for the request.

B. Public hearing. If the original project approval required public notice and a hearing, public notice shall be provided, and the review authority shall conduct a public hearing on the requested changes in compliance with (codes and conditions); (Public Hearings).

C. Changes approved by Director. The Community Development Director may authorize one or more changes to an approved site plan, architecture, landscape plan, parking layout, or the nature of the approved land use where the Director first finds that each change:

1. Is consistent with all applicable provisions of this Zoning Ordinance;
2. Does not involve a feature of the project that was a basis for findings in a negative declaration or environmental impact report for the project;
3. Does not involve a feature of the project that was specifically addressed or was a basis for conditions of approval for the project or that was a specific consideration by the review authority (e.g., the Director, Commission, or Council) in the project approval;
4. Is minor and will not affect the aesthetics of the project; and
5. Does not result in an expansion of the land use.

The Community Development Director may choose to refer any requested change to the original review authority for review and final action.

D. Changes approved by original Review Authority. A proposed change that does not comply with the criteria in Subsection C of this section shall only be approved by the original review authority for the project through a new permit application processed in compliance with this Zoning Ordinance.

(Section TBD) Periodic Review

The Community Development staff may periodically review any project authorized by planning permit approval for compliance with any applicable condition of approval. If any condition is being violated, the Planning staff may schedule a public hearing before the original review authority to consider the revocation of the permit in compliance with Section (TBD) (Permit Revocation).