CONSENT AGENDA ITEM SUMMARY
June 20, 2023, City Council Meeting
Item Number: 6A

Presented by: Brian Linton   Department: Technology Services

ITEM SUMMARY:

Requesting the approval to pay Tyler Incode annual software maintenance renewal.

SPECIAL CONSIDERATIONS OR CONCERNS:

The purpose of this request is to authorize the Technology Services Department to pay this invoice for the City's accounting software

STAFF RECOMMENDATION:

Staff recommends payment as this was already approved as part of the General Fund

FINANCIAL IMPACT:

Planned and funded utilizing General Fund at a cost of $41,029.25

FUNDING SOURCE:

Line Item: 100.5.1535.52.1301

ATTACHMENTS:

Tyler Technologies Invoice # 025-423524

OTHER DEPARMENTAL REVIEW NEEDED:

_X__Yes   ___No

OTHER DEPARMENTAL REVIEW

_X__Finance

Invoice

Invoice No	Date	Page
025-423524	06/01/2023	2 of 2

Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions:
Tyler Technologies- Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To: CITY OF MCDONOUGH, GA
136 KEYS FERRY STREET
MCDONOUGH, GA 30253-3215

Ship To: CITY OF MCDONOUGH, GA
136 KEYS FERRY STREET
MCDONOUGH, GA 30253-3215

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43824 - MAIN - MAIN	180432		USD	NET30	07/01/2023

Date	Description	Units	Rate	Extended Price
	Third Party System Software	1		$1,541.47
	System Software Non SQL Maintenance			
	System Software Non SQL Maintenance			
	Tyler University	1		$1,447.70
	Tyler U			

Subtotal	41,029.25
Sales Tax	0.00
Invoice Total	41,029.25

CONSENT AGENDA ITEM SUMMARY
June 20, 2023, City Council Meeting
Item Number: 6B

Presented by: Brian Linton — Department: Technology Services

ITEM SUMMARY:

Request the approval to pay Civic Plus annual software maintenance.

SPECIAL CONSIDERATIONS OR CONCERNS:

The request is to authorize the Technology Services Department to pay this invoice.

STAFF RECOMMENDATION:

Staff recommends payment as this was already approved as part of the General Fund

FINANCIAL IMPACT:

Planned and funded utilizing General Fund at a cost of $10,335.50.

FUNDING SOURCE:

Line Item: 100.5.1535.54.2599

ATTACHMENTS:

Civic Plus Invoice # 25462

OTHER DEPARMENTAL REVIEW NEEDED:

_X__Yes ___No

OTHER DEPARMENTAL REVIEW

_X__Finance

CIVICPLUS

Invoice

#254621

2/26/2023

PO #

CivicPlus LLC
NEW REMITTANCE ADDRESS
(FOR PAYMENTS ONLY)
CivicPlus
PO Box 1572
Manhattan KS 66505

Bill To

Brian Linton
City of McDonough
136 Keys Ferry Street
McDonough GA 30253

TOTAL DUE

$10,335.50

Due Date: 3/28/2023

Terms	Due Date	PO #	Approving Authority
Net 30	3/28/2023		Sandra Vincent

Qty	Item	Start Date	End Date
0.7	Productivity Connector (Office 365) Annual Fee	8/26/2022	8/25/2023
0.7	Productivity Base System Annual Fee: staff app users, app user submissions not included	8/26/2022	8/25/2023
0.7	Productivity Approvals Workflow	8/26/2022	8/25/2023
3.5	Productivity Custom Form Development (1h)	8/26/2022	8/25/2023
0.7	Productivity Custom App Banner	8/26/2022	8/25/2023
0.7	Productivity System Training (up to 2h, virtual)	8/26/2022	8/25/2023
0.7	Productivity Custom App Icon	8/26/2022	8/25/2023
0.7	Standard Implementation: The CivicPlus team will document your process workflow, and will work with your team to build, configure, and style your solution. Up to 32 hours services.	8/26/2022	8/25/2023
0.7	Power Automate Integration	8/26/2022	8/25/2023

Total	$10,335.50
Due	**$10,335.50**

Civic Optimise

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
KS State Bank	CivicPlus LLC	1046292	101101536

CivicPlus
302 S 4th St.
Suite 500
Manhattan KS 66502

AGENDA ITEM SUMMARY
June 20, 2023 City Council Workshop
Item Number:

Presented by: Brandon Williams

Department: Public Works

ITEM SUMMARY:

Request approval to purchase one 2023 Chevrolet Silverado 1500 Crew Cab from Bellamy Strickland for the Assistant Public Works Director.

SPECIAL CONSIDERATIONS OR CONCERNS:

Currently there is not a vehicle assigned for the Assistant Public Works Director position.

STAFF RECOMMENDATION:

Staff recommends approving the request.

FINANCIAL IMPACT:

Total Cost: $50,740.00

FUNDING SOURCE:

Line Item: 506-5.4970.54.2200

ATTACHMENTS:

Quote from Bellamy Strickland

OTHER DEPARMENTAL REVIEW NEEDED:

__X_Yes

___No

OTHER DEPARMENTAL REVIEW

_X__Finance

BELLAMY STRICKLAND

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

Date: 4/26/2023

Client: City of McDonough (Public Works)

Stock Number: 123T490

VIN: 2GCPADED6P1120575

Year: 2023 Make: Chevrolet Model: Silverado 1500 Crew Cab 2wd
Color WHITE

Chassis: $ 50,566.00

Body Description:

Body:

Other Locals:

Other Locals:

Documentation and Temporary Operating Permit: $ 174.00

Sub total: $ 50,740.00

Rebates / Discount: included

Pre Tax: $ 50,740.00

County / Rate:

Tax: $ -

Tag/Title:: $ -

Net Sales Price:

Down Payment: $

Balance Due: $ 50,740.00

City of McDonough to handle registration
UNIT IS AVAILABLE AS OF 09/29/2022

Accepted By:

Date:

AGENDA ITEM SUMMARY
June 20, 2023, City Council Meeting
Item Number:

Presented by: Andrew Baker

Department: Community Development Department

ITEM SUMMARY:

The request for Case **#230309 (Racetrack Rd./Iris Lake Rd. Convenience Store)** is for a rezoning from RA-200 (Residential Agricultural) with conditions per ORD#04-10-04002(A)(Z) to C-3 (Highway Commercial). The subject property is located at 632 Racetrack Rd., and further recognized as Tax Parcel ID #108-01016000.

SPECIAL CONSIDERATIONS OR CONCERNS:

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

- 4/11/2023 Municipal Planning Commission Workshop
- 5/4/2023 City Council Workshop
- 5/9/2023 Municipal Planning Commission Public Review
- 5/22/2023 City Council Public Hearing (Vote postponed to 6/20/2023, per Applicant)
- **06/20/2023 City Council Vote**

STAFF RECOMMENDATION:

MPC – Latonua Hawkins made motion to recommend denial of the rezoning, Ricky Beauchamp seconded.

- **Vote: 6-0 (Motion Passed)**

CDD – Approval with conditions

FINANCIAL IMPACT: N/A

FUNDING SOURCE: N/A

ATTACHMENTS:

- ORD #23-05-22001(Z)
- P/Z Final Staff Report

OTHER DEPARMENTAL REVIEW NEEDED: YES

Refer to Final Staff Report

STATE OF GEORGIA
CITY OF MCDONOUGH

ORDINANCE NO. 23-06-20001(Z)

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

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

SECTION 1.

This ordinance applies to the following real property per the application filed by **Buddy Kelley for Racetrack Rd.-Iris Lake Rd. Convenience Store**:

All that lot, tract or parcel of land, otherwise known 632 Racetrack Rd. (Parcel #108-01016000), lying and being in Land Lot(s) 168 of the 7th District of Henry County, Georgia, consisting of 3.99 +/- acres and being more particularly described on Exhibit "A," attached hereto and incorporated herein by reference.

SECTION 2.

The above property is hereby zoned C-3 (Highway Commercial), and subject to the new conditions of development contained in Exhibit "B," attached hereto and incorporated herein by reference.

SECTION 3.

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

SECTION 4.

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

<u>SECTION 5.</u>

This ordinance shall become effective immediately upon adoption.

So ordained this 20th day of June, 2023.

CITY OF MCDONOUGH, GEORGIA

SANDRA VINCENT, MAYOR

ATTEST:

APPROVED AS TO FORM:

CHRISTY TAYLOR, CITY CLERK

EMILIA WALKER, CITY ATTORNEY

Exhibit A
Legal Description (See Attached)

Exhibit B
Conditions of Development

REFER TO FINAL STAFF REPORT

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

Case Petition:	**#230309**
Applicant:	Buddy Kelley
Address/Location	632 Racetrack Rd.
Council District:	#3 Scott Reeves
Request:	Rezoning to C-3 (Highway Commercial) for a convenience store/gas station with drive-thru restaurant
Land Lot District:	168 of the 7th District
Tract Size:	Approximately 3.99 +/-
Parcel:	#108-01016000

Meetings

4/11/2023	Planning Commission Workshop
5/4/2023	City Council Workshop
5/9/2023	Planning Commission "Public Review"
5/22/2023	**City Council "Public Hearing"**

Background Information

Current Zoning	RA-200 (Residential Agricultural) with conditions per ORD #04-10-04002(A)(Z)

North Boundary
Zoned: C-3 *[Highway Commercial]*
Land Use: Gas Station

East Boundary
Zoned: County
Land Use: Residential

South Boundary
Zoned: County
Land Use: Residential

West Boundary
Zoned: County
Land Use : Vacant

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

Staff Analysis:
Section 17.104.048 Standards of Review for Rezoning

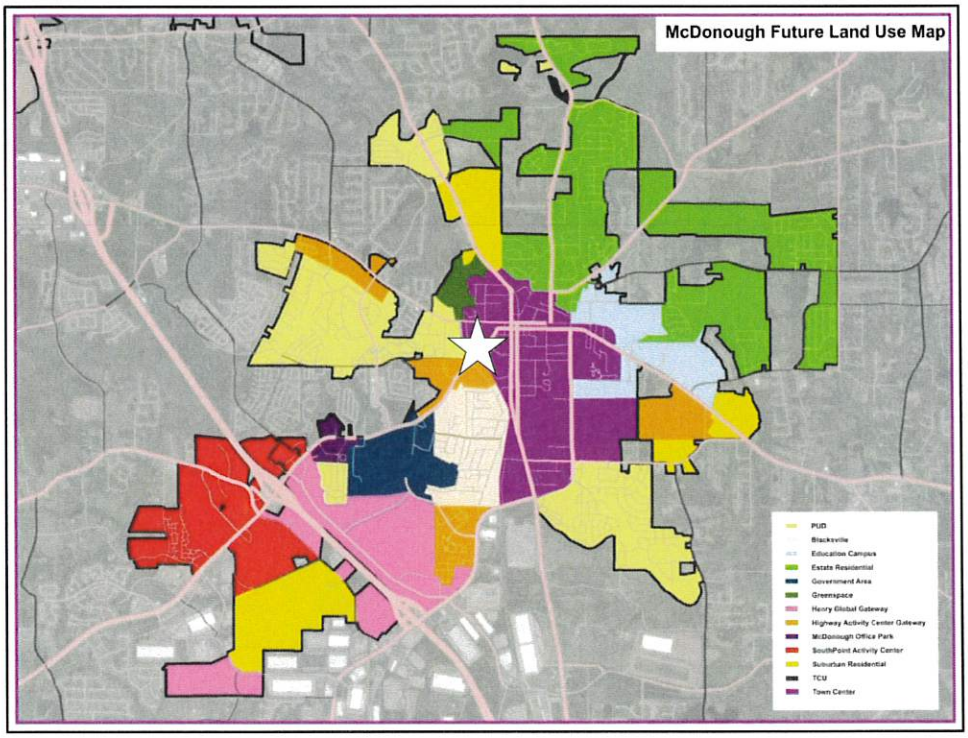
▶ Isolated district	No
▶ Possible overtaxing load on public facilities	No
▶ Cost increase to the City*(Public Utilities, schools streets, other public safety measures*	No
▶ Impact to environment	No
▶ Amendment will be a deterrent to adjacent properties	No
▶ Current zoning may be used for the purpose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

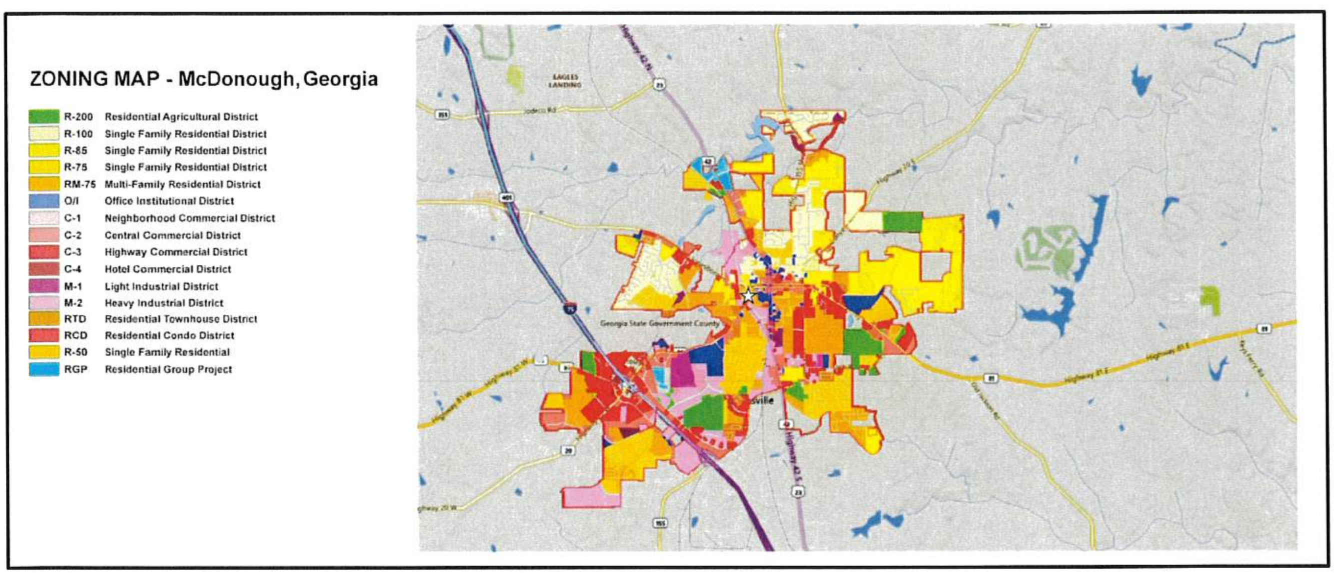
City of McDonough, GA

Community Development Department

Rezoning Staff Report

For Recommendation Only





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

Professional Staff (City/Henry County/State) Analysis:
Department Name: McDonough Police
Comments: Ken Noble-Not a reviewing agency.

Department Name: McDonough Fire
Comments: Dave Williams-Approval based on review for code compliance.

Department Name: Building & Inspections
Comments: Mark Dobson-Approval based on review for code compliance.

Department Name: City Engineer
Comments: Mark Whitley - *Additional R/W may be needed to accommodate sidewalk, deceleration lanes, utilities, etc. and determined during civil plan review for LDP; Driveway requirements to be addressed during civil plan review for LDP to determine full service or restricted ingress/egress due to proximity of the Round About and intersection; Deceleration Lanes will be addressed during civil plan review for LDP to determine requirements for each driveway.*

Department Name: Public Works *[Stormwater, Water Distribution, Water/Sewer Operations]* **Comments: William VonDenBosch–** *Sewer is currently not available for this lot; a line extension under or around the new round-about would be required.* This has not been approved by the City and I don't see it on the plans.

Department Name: HC Water & Sewer
Comments: Fritz Jacques-Not a reviewing agency.

Department Name: HCDOT
Comments: David Simmons-Not a reviewing agency.

Department Name: GDOT
Comments: Donald Wilkerson – Not a reviewing agency.

Department Name: HCBOE
Comments: Jim Jones-Not a reviewing agency.

Department Name: HC GIS
Comments: Herb Dillion-Not a reviewing agency.

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

Infrastructure:	Water Service:	City of McDonough
	Sewer Service:	City of McDonough
	Electricity:	Snapping Shoals EMC
	Telephone:	AT & T
	Cable Television:	Spectrum
	Schools:	Henry County Schools

Final Staff Recommendation by: Andrew Baker Community Development Director (Interim)

Building Elevation- The proposed structure utilizes brick with stucco accents for a pleasing exterior. There are the typical gas pumps and canopy and two monument signs with complimentary building materials. ***Landscape*** – the project proposes a 20 ft. landscape strip along the public ROW and will have to accommodate side walks/bike path. ***Traffic Circulation-*** The proposed development shows two access points (one on Race Track and one on Iris Lake Road) The site plan does indicated a new traffic circle at the intersection of Iris Lake Road which will be coordinated with GDOT. Parking appears adequate with ADA compliant. Public works had no objection to the use, but noted that during the LDP state additional R/W may be needed to accommodate sidewalk,, deceleration lanes, utilities, The elevations lack the drive through as part of the restaurant and during the LDP, the circulation will have to be adequately addressed. Buffer – the proposed development provides a 50 foot buffer along the southern property line to mitigate any negative impacts on the adjacent neighborhood. A sidewalk/bike path will be constructed along the public ROW adjacent to the development.

Approval with Conditions as noted on the following page.

GENERAL CODE COMPLIANCE DISCLAIMER

The proposed project shall be developed consistent with the conditions in this report, all codes and ordinances of the City of McDonough, the State of Georgia and all other applicable regulatory agencies.

NOTE: *All Concept Plans are accepted as an illustrative drawing to represent an idea only and are not approved during the rezoning process as an official review and approval by Staff showing compliance with City Codes, State Laws, and Zoning conditions which are required during the plan review process.*

FLUM & Comprehensive Plan

- *The subject parcel was annexed by City Council October 4, 2004 (04-10-04002 (A) and #04-04002 (Z) changing from RA (County) to RA-200 with conditions per a development agreement (City). The property was adjacent to an area designated for Village Retail Development as part of the Racetrack Road/Iris Lake Road Neighborhood Village Activity Center.*

Water & Sewer

- No development shall commence without connection to public water and sewer.

Right of Way

- Two curb cuts shall be permitted: one onto Racetrack Road and one onto Iris Lake Road and not within one hundred feet of the center of the intersection of Racetrack Road and Iris Lake Road.
- GDOT road widening and Highway Overlay sidewalk to be shown on construction documents

Sidewalks

- Provide ten-foot sidewalks and bicycle path the entire length of the subject parcel adjacent to Racetrack Road and Iris Lake Road which shall include a uniform two (2) foot wide planted groundcover strip between the curb and the sidewalk/bicycle path. Decorative stamped inserts shall be approved upon review and approval by the Community Development Director and/or designee.
- Architectural designed street lights per review and approval by the Community Development Director and/or designee

Landscaped Areas

- Main Entrance- extensive landscaping on either side of entrance
- All disturbed areas to be within a planting bed or sodded.
- All planted areas shall have irrigation and shall maintain healthy growth of plant material year round in perpetuity
- TREES- Shall be 3" caliper at time of installation and at a minimum 6' height
- SHRUBS-Shall be 3 gallon minimum with full head at time of installation

Note: If plant material is planted within the winter months and if any plants that die-off or are producing new material at a reduced rate, the plant(s) shall be immediately replaced during the spring planting season.

Buffer

- 20 foot landscape buffer along entire length of Racetrack Road and Iris Lake Road with exception to entrances/exist vision cone. Buffer does not have to be continuous and should be a mix of evergreen trees (no Pine trees), native hardwood trees, and native shrubs. Additionally, the 20 foot landscape buffer shall incorporate a red flowering plant such as Knockout Roses. All plant material should be selected to meet the size and space to be filled without any pruning.
- 50 foot undisturbed landscape buffer along residential property to the south and west. All attempts shall be made to not disturb the existing buffer; however, if disturbed during construction, the impacted area shall be enhanced with evergreen trees, ornamental trees, and native shrubs. All plant material should be selected to meet the size and space to be filled without any pruning.

Built

- Structures shall be constructed of four (4) sided brick and/or stone and/or glass consistent with the architectural renderings submitted with this application. Glass surfaces shall not be permitted within three (3) feet of the finished floor unless an ingress/egress door. Glass surfaces shall be either true-divided or true divide effect. Neon and neon ascents shall be prohibited.
- Primary parking for commercial establishments shall be located along Racetrack Road, with as few parking spaces as possible along the proposed Iris Lake Road. Where feasible, parking should be provided in the rear of the commercial building.
- Parking shall require a linear planting island, minimum of five (5) feet in width to separate spaces.
- Ground mounted signs shall be monument style, maximum six (6) feet in height a with a reader board, with the property address identified in minimum eight (8) inch copy. Only one monument sign shall be permitted per public road frontage regardless of the number of subdivided commercial parcels.
- Wall signage shall be limited to one (1) sign per tenant elevation of the heated exterior wall and shall not face residentially zoned properties. Additional signage shall comply with all sign regulations.
- Outdoor storage and display of vehicles, supplies, products and equipment shall be prohibited.

Outdoor speakers
- Shall be prohibited given proximity to residential properties

Street Lights
- Street lights to be placed along both property lines (Racetrack and Iris Lake Road) for optimum illumination. (Down casting lights only). In addition, adequate public lighting shall be provided internal to the site for public safety. Consideration shall be given to architectural lighting as approved by the Community Development Director and/or designee.
- Dumpster enclosure(s) shall be required and shall be constructed of three (3) sided brick construction with solid steel gates, heavy duty hardware and cane bolt hooks. Roof and drain structure shall be required for restaurant use(s). Grease trap.

Detention Ponds
- All detention ponds shall be enclosed with a black 6' wrought iron fence and extensively landscaped with a evergreen screening: trees to be 6' in height and 3" caliper with a full canopy at time of installation and native shrubs sized at 3 gallon with a full-head canopy.

All other conditions of development will be in accordance with the development ordinances of the City.

AGENDA ITEM SUMMARY
June 20, 2023
City Council Workshop
Item Number:

Presented by: Department:

ITEM SUMMARY:
Approval of FY 2022-2023 Budget Amendment.

SPECIAL CONSIDERATIONS OR CONCERNS:
NONE

STAFF RECOMMENDATION:
N/A

FINANCIAL IMPACT:

NONE

FUNDING SOURCE:

ATTACHMENTS:
EXHIBIT: A

OTHER DEPARMENTAL REVIEW NEEDED:

__Yes __X_ No

OTHER DEPARMENTAL REVIEW

___Finance	___Fire	___Stormwater
___Highway and Streets	___Main Street	___Water Distribution
___ Human Resources	___Police	___Water/Sewer Operations
___Community Development	___Technology Services	___ Other

Department Name:

Comments:

AGENDA ITEM SUMMARY
June 20, 2023
City Council Workshop
Item Number:

Presented by: Department:

ITEM SUMMARY:
Presentation of the Proposed FY2023-2024 Budget and Public Hearing; and adoption of Resolution 23-06-20 to the Governing Body by Finance.

SPECIAL CONSIDERATIONS OR CONCERNS:
NONE

STAFF RECOMMENDATION:
N/A

FINANCIAL IMPACT:

NONE

FUNDING SOURCE:

ATTACHMENTS:
EXHIBIT: A

OTHER DEPARMENTAL REVIEW NEEDED:

__Yes __X_ No

OTHER DEPARMENTAL REVIEW

___Finance	___Fire	___Stormwater
___Highway and Streets	___Main Street	___Water Distribution
___ Human Resources	___Police	___Water/Sewer Operations
___Community Development	___Technology Services	___ Other

Department Name:

Comments:

CITY OF MCDONOUGH
PROPOSED BUDGET SUMMARY
FY 2023-2024

	PRIOR BUDGET FY 2022-2023	TEN MONTHS ENDED 4/30/2023	PROPOSED BUDGET FY 2023-2024
GOVERNMENTAL FUNDS:			
GENERAL FUND	$ 24,520,557	$ 15,323,860	$ 26,469,079
REDSPEED SPECIAL REVENUE FUND	-	-	720,000
AMERICAN RESCUE PLAN FUND	9,900,000	1,216,104	8,547,900
HOTEL MOTEL TAX FUND	2,000,000	2,108,670	2,500,000
SPLOST IV	1,114,463	963,514	1,233,000
SPLOST V	1,922,468	629,463	2,314,690
TRANSPORTATION SPLOST	1,602,000	-	2,165,000
IMPACT FEE FUND	763,400	1,538,362	1,208,500
MCDONOUGH URA FUND	281,763	223,938	275,912
TOTAL GOVERNMENTAL FUNDS	**$ 42,104,651**	**$ 22,003,911**	**$ 45,434,081**
ENTERPRISE FUNDS:			
WATER SEWER FUND	8,739,695	4,820,529	15,902,529
STORMWATER FUND	1,315,034	703,005	1,556,681
SOLID WASTE FUND	3,070,183	2,644,741	3,733,500
CEMETERY TRUST FUND	300	-	6,600
CEMETERY ENTERPRISE FUND	15,000	-	-
TOTAL ENTERPRISE FUNDS	**$ 13,140,212**	**$ 8,168,275**	**$ 21,199,310**
TOTAL ALL FUNDS	**$ 55,244,863**	**$ 30,172,186**	**$ 66,633,391**

STATE OF GEORGIA
CITY OF MCDONOUGH

RESOLUTION NO. ________

A Resolution of the Mayor and Council of the City of McDonough, Georgia, adopting the **Fiscal Year 2023–2024 budget at __$66,633,391_______________**; appropriating revenues for specified purposes, functions, and activities by fund for the budget period; and for other purposes. The City is required to adopt and operate under an annual balanced budget pursuant to state and local law;

WHEREAS, the City Administrator has prepared a proposed budget for the ensuing fiscal year;

WHEREAS, the proposed budget has been submitted to the Mayor and Council for their review prior to the enactment of this resolution, and a copy of the proposed budget was posted at City Hall and on the City's website;

WHEREAS, the notice of proposed budget and the schedule of the required budget hearing was duly advertised in the *Henry Herald* via a display advertisement published on Wednesday, May 31, 2023.

WHEREAS, the required public hearing concerning the budget was held on June 20, 2023; at 10:00 am at that meeting Mayor and Council requested another public hearing to be held on June 20, 2023, during Council Meeting starting at 6:00 pm and it was held at that time and date,

NOW THEREFORE BE IT RESOLVED, as follows:

Section 1. The Annual Operating Budget for the Fiscal Year 2023–2024, beginning July 1, 2023, and ending June 30, 2024, is hereby approved in the form attached hereto and incorporated herein. Appropriation is hereby made of those revenues shown in the attached budget for the specific purposes, functions and activities, by fund.

Section 2. A copy of the 2023–2024 Annual Operating Budget shall at all times be on file in the office(s) of the City Administrator and the City Clerk of the City of McDonough and shall be a part of the public records for the City of McDonough.

Section 3. The 2023–2024 Annual Operating Budget shall become effective at 12:01 a.m. on July 1, 2023.

SO RESOLVED this _20th__ day of June 2023.

CITY OF MCDONOUGH

____

Sandra Vincent, Mayor

Attest: ________________________

Christy L. Taylor, City Clerk

RESOLUTION OF CITY OF MCDONOUGH, GEORGIA ("CITY") AGREEING TO SETTLE WITH PUBLIX SUPER MARKETS, INC. CONCERNING THE PRESCRIPTION OPIOID LITIGATION

WHEREAS, litigation was initiated involving certain Georgia local government against certain manufacturers, distributors, and pharmacy chains in *In re: National Prescription Opiate Litigation*, MDL 2804, to hold themaccountable for the opioid epidemic and to seek equitable and monetary relief;

WHEREAS, defendant Publix Super Markets, Inc. ("Publix") has separately reached a settlement framework with certain local government entities;

WHEREAS, certain Georgia local government entities seek to resolve the litigation with Publix and maximize the recovery from this settlement; and

WHEREAS, the City desires to agree to settle with Publix.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MCDONOUGH COUNCIL, AS FOLLOWS:

Section 1. The City Council, as the governing body of the City, hereby agrees to settle with PUBLIX and to be bound by the settlement release, as represented and assisted by Brinson, Askew and Berry.

Section 2. The City Council hereby appoints Mayor Sandra Vincent as the duly appointed representative of the City for the purposes of agreeing to be bound by said settlement agreement.

Section 3. The City Council authorizes the duly appointed representative of the City to execute the settlement agreement with Publix, as assisted by Brinson, Askew and Berry, with assistance as needed by the City Clerk;

Section 4. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. This Resolution shall be in full force and effect from and after its adoption as provided by law.

This Resolution was introduced, seconded and adopted at a duly convened meeting of the City Council, held on June ___, 2023.

____
Sandra Vincent, Mayor
McDonough City Council

ATTEST:

____
Christy L. Taylor, City Clerk
(CITY SEAL)

CITY OF MCDONOUGH

Purchasing Policy

Finance Department

Adopted 4/17/2023, Am. 6/xx/23

Purchasing Policy

TABLE OF CONTENTS

PURCHASING POLICY

I. Purpose

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

A. Maintain at all times and under all conditions a continuous supply of Goods and Services necessary for the operation of the City;

B. Encourage and promote fair and equal opportunity for all persons doing, or seeking to do, business with the City;

C. Safeguard the quality and integrity of the City's procurement process;

D. Ensure compliance with laws and regulations pertaining to the procurement of Goods and Services;

E. Manage procurement and inventories of purchased Goods to meet the use requirements of City departments at the most advantageous cost to the City;

F. Administer procurement contracts and contract amendments;

G. Properly dispose of all material and equipment declared to be surplus or obsolete; and

H. Ensure the City provides quality service to our citizens and support the largest economic engine in the Southeast by planning in a careful and thoughtful manner.

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

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

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

II. Scope

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

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

A. Public works construction contracts to the extent governed by O.C.G.A. §36-91-1 et seq.

B. Services and construction whose procurement falls under a conflicting federal or Georgia statute;

C. Land, artistic work, or other good whose inherent nature is unique and cannot be competitively compared to other goods within its class, except as provided in section VIII. Real Estate Acquisition;

D. Employee Benefits and health related services procured through a quotation and negotiating process conducted by an expert in the field, or to maintain continuity of employee-health records;

E. Travel, entertainment, conferences, training, speakers, instructors, facilitators, and meeting expenses, or other expenditures covered by another City policy;

F. Insurance procured through a negotiating process;

G. Items or services procured for resale or to generate a revenue;

H. Advertising;

I. Subscriptions and dues established during the budget process;

J. Utilities; and

K. Seized Property included in a court order authorizing disposal.

III. Definitions

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

A. ADDENDUM means a change, clarification or correction in the Solicitation Documents, prior to the award of a Contract.

B. AMENDMENT means an agreed upon addition to, deletion from, correction or modification of a Contract.

C. ANNUAL CONTRACT means an agreement or Contract, typically for a specified duration, between a supplier and the City, to furnish Goods or Services usually of an indefinite quantity and delivery schedule, at unit prices provided for under the terms of the Contract. Also known as a term contract, annual agreement or requirements contract.

D. AGENT means an Official, Employee, contracted or subcontracted Person who is authorized to act on behalf of the City of McDonough and represent their interests.

E. APPEAL means a specific written objection by an interested Person to a Request for Qualifications, a Request for Quotations, an Invitation for Bid, an Invitation to Negotiate, a Request for proposal, or an award or proposed award of a Contract, with the intention of receiving a remedial result.

F. AVAILABLE LOCALLY means that one or more Persons within the City or immediate surrounding areas are able to provide Goods and Services in a timely manner, and in sufficient quantity and quality to meet a specific need.

G. BID / PROPOSAL BOND means a form of bid security executed by the Bidder (or Proposer) as principal and by a Surety, to guarantee that the Bidder (or Proposer) will enter into a Contract within the time specified in the Invitation for Bid or Request for proposals, and will furnish the necessary bonds and insurance, and meet any other requirements of those documents.

H. BIDDER means a person or entity submitting a bid or quote to the City for the supply of Goods or Services.

I. BUYING COOPERATIVE OR ALLIANCE means a group of public entity purchasers organized for the purpose of creating contracts or pricing agreements in order to take advantage of group or quantity buying discounts or special pricing from which members of the group can benefit.

J. CAPITAL EXPENDITURE ITEM is defined, established and modified from time to time within the Capital Assets Policies. Capital Expenditure Items generally have a normal life expectancy of three years or more, are a complete entity within themselves are distinguished from components, and require approvals as discussed in the Capital Asset Policies.

K. CITY means the City of McDonough and, as the context warrants, those persons or bodies authorized to act on its behalf, including but not limited to the Council, Committees, and staff.

L. CITY FINANCE DIRECTOR means the City Accountant as described in the City Charter, his agent, or the department head of the City Finance Department, if such a department is in existence.

M. COMPETITIVE AWARD means a procurement based upon the outcome of one of the competitive processes set forth in this Policy, where award is made based on the lowest quotation or Bid submitted by a responsible and responsive Bidder or to the most qualified or advantageous Proposer based on the qualitative and/or quantitative factors identified for the procurement. A Competitive Award can be made even if only a single bid or proposal has been received from a Bidder or Proposer who is determined to be responsible and responsive.

N. CONSTRUCTION means the process of building, altering, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. The term "Construction" does not include the routine operation, repair and/or maintenance of existing structures, buildings or real property.

O. CONTRACT means all types of City agreements for the purchase or disposal of Goods, Services, or Professional Services regardless of what they may be called, including contracts for a fixed price, cost plus a fixed fee, incentive contracts, and contracts providing for the issuance of job or task orders, leases, letter contracts and purchase orders. Contracts also include amendments, modifications and supplemental agreements with respect to any of the foregoing. Every Contract must be duly authorized and approved prior to execution.

P. CONTINUING PURCHASE CONTRACT means a Contract procured under this policy with one or more Vendors based on general specifications and/or scope of work, for which award of specific scopes of work is intended periodically during the Contract term as the need arises. Pricing and/or rates may be defined in the original Contract or by Amendment at the time that specific scopes of work are awarded.

Q. CONTRACT EXTENSION means an Amendment to a Contract that includes an increase in the term of a Contract, for which no options to renew the Contract beyond the current expiration date exist.

R. CONTRACT RENEWAL means an exercise of an approved, existing option to increase the term of a Contract. Options to renew a Contract are often done in annual increments.

S. EMPLOYEE means an individual drawing a salary or wage from the City whether on a full-time or part-time basis. The term shall encompass all members of the Council without regard to whether or not such individuals are compensated. A contracted third party shall be considered as an "employee" for the purposes of this Policy only.

T. EMERGENCY PROCUREMENT means any procurement of Goods or Services in the context of an Emergency.

U. EMERGENCY means a situation that occurs suddenly and unexpectedly and demands immediate action to prevent delays which may vitally affect the health, safety or welfare of the public or City Employees and affects the continuation of services to the citizens, and/or serious loss or injury to the City. Emergency shall also mean a condition, malfunction, or occurrence in which the immediate procurement of an item (i.e. Good, Services, or Professional Service) is essential to comply with regulatory requirements.

V. ENVIRONMENTALLY PERFERABLE GOODS AND SERVICES means Goods and Services that have a lesser or reduced negative effect on human health and the environment when compared with competitive Goods and Services that serve the same purpose.

W. GIFTS or FAVORS means anything of any service of value. Value shall be considered anything in excess of $100.

X. GOODS or COMMODITIES means supplies, apparatus, materials, equipment and other forms of tangible personal property used by a City department in the accomplishment of its responsibilities.

Y. GOVERNING AUTHORITY means the City entity responsible for the Contract.

Z. Informal Written Quotes (IWO) means all documents utilized for soliciting quotations for goods, services, or professional, in which award is made based on the lowest responsive and responsible quotation and in which award is made based on the lowest responsive and responsible quotation and in which the type or cost of the procurement does not require a more formal bid or proposal process.

AA. INVITATION TO BID (ITB) means all documents utilized for soliciting bids, including those attached or incorporated by reference. These include a scope of work and all contractual terms and conditions applicable to the procurement. Bids are requested when requirements are clearly defined, price is the major determining factor for award, and a formal sealed submittal is required.

BB. INVITATION TO NEGOTIATE (ITN) means documents used for soliciting competitive proposals in which negotiation of price and other factors is to commence after receipt of proposals and prior to recommendation of award. This process may be used when the scope of work is complex or difficult to define, if strict comparison of Services or Goods required may be difficult because components are likely to vary among Proposers or in any situation when it is in the City's best interest to negotiate prior to recommendation of award to obtain the Services or Goods that best meet the City's needs, price and other factors being considered.

CC. LATE BID/PROPOSAL means a Bid or proposal received after the time or date such bid or proposal was due, as stated in the Solicitation Documents.

DD. LIFE CYCLE COST ASSESSMENT means the comprehensive accounting of the total cost of ownership, including initial costs, energy and operational costs, longevity and efficacy of service and disposal costs.

EE. MULTIPLE AWARD SCHEDULE CONTRACT means a Contract based upon one solicitation awarded to two or more Vendors to supply Goods or Services.

FF. NEGOTIATED AWARD means a procurement made as the result of negotiations between the City and a Supplier, such as a Sole Source Procurement or Single Source Procurement or another instance, including competitive Invitation to Negotiate, where a Contract award based on direct negotiations with a Supplier of Goods or Services is appropriate.

GG. OFFICIAL means any elected or appointed person who holds office or serves in a position of public capacity.

HH. ONLINE REVERSE AUCTION means a purchasing method wherein Bidders enter prices for items electronically, and their prices are displayed for other bidders to see with all Bidders given the opportunity to continually bid a lower price until the time period of the bid expires.

II. ORDINANCE means related Administration Ordinance in Chapter 2, Article 7 of the City's Municipal Code.

JJ. PAYMENT TERMS means the established due date for payments by the City to pay an invoice. Absent any agreement otherwise stated, the City's payment term will be Net 30.

KK. PERFORMANCE BOND means a bond provided by a contractor/supplier in which a surety guarantees to the City that the Goods are delivered or the Services are performed in accordance with the Contract documents. A letter of credit issued by a financial institution that meets the City's requirements may, at the discretion of the City, be substituted for the performance bond.

LL. PERSON means any business, entity, company, firm, individual, union, committee, club or other organization or group of individuals.

MM. PRACTICABLE means satisfactory and within reason when considering price, performance, availability, compatibility with specified operation, and public safety.

NN. PRE-QUALIFICATION means the part of a competitive procurement process in which the City determines, based on standards developed for a specified product or service, which interested Vendors meet those standards and are eligible for further consideration in the purchasing process.

OO. PRODUCT EVALUATION means the evaluation of a product to help determine its usefulness in meeting the City requirement or specification.

PP. PROFESSIONAL SERVICES means services rendered by an independent contracting individual or firm having expertise in a particular industry or subject matter due to specialized education, training, licensure or skill, and consisting primarily of advice reports, conclusions, recommendations or other outputs resulting from the time and effort of the service provider, as opposed to the acquisition of specific commodities, or of services not requiring any specialized education, licensing, training or skill (e.g. janitorial services). Professional Services include but are not limited to evaluations, consultations, management systems, management consulting, compiling statistical data, support of planning and operating activities, appraisal services, and research and development studies or reports.

QQ. PROPOSER means a Person submitting a proposal or qualifications to the City for the supply of Goods, Services, or Professional Services.

RR. PURCHASE ORDER means a document approved and issued by the Purchasing Agent or designee and accepted by the Vendor to obtain Goods, Commodities and Services.

SS. PURCHASING is the process of securing materials, services, repairs, leases and rentals necessary for the operation and support of the City. The renewal, renegotiations and changes to Contracts, leases and agreements are functions of purchasing.

TT. PURCHASING AGENT means the principal purchasing official of the City of McDonough pursuant to Chapter 2, Article 7 of the City's Municipal Code who is authorized and appointed to purchase a range of Goods, Services, or Professional Services on a routine basis.

UU. REQUEST FOR PROPOSALS (RFP) means all documents utilized for soliciting proposals for Goods, Services, or Professional Services, including those attached or incorporated by reference. These include a scope of work and all contractual terms and conditions applicable to the procurement. This method is used when factors in addition to price are considered for award.

VV. REQUEST FOR QUALIFICATIONS (RFQ) means all documents utilized for soliciting qualifications for Goods, Services, or Professional Services.

WW. REQUISITION means an internal document, provided by a department to the Purchasing Agent that contains the fund source, approvals, descriptions, quantities and other information about the Goods, Services, or Professional Services in order to proceed with the procurement. The Requisition becomes valid when properly completed and approved.

XX. RESPONSIBLE BIDDER OR PROPOSER means a Person, who, in the exclusive judgment of the City, (a) has the capability in all respects to fully perform the Contract requirements; and (b) the integrity, experience, qualification, and reliability which assures good faith performance.

YY. RESPONSIVE BIDDER OR PROPOSER means a Person, who, in the exclusive judgment of the City, has submitted a bid or proposal that conforms in all material respects to the Solicitation Documents.

ZZ. SERVICES mean any performance of effort or labor, for which the City has contracted other than Professional Services or services classified as construction. Services include, but are not limited to, janitorial, landscaping, and street striping.

AAA. SHORTLISTING means the part of a competitive procurement process in which the City determines, based on criteria developed for a specified Good, Service, or Professional Service which of the interested Vendors are the best qualified to be eligible for further consideration in the purchasing process.

BBB. SINGLE-SOURCE PROCUREMENT means identifying and using, without first completing a competitive process, one source for Goods or Services among others in a competitive marketplace, which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling a given Purchasing need of the City.

CCC. SOLE-SOURCE PROCUREMENT means identifying and using, without first completing a competitive process, one source for Goods or Services, when that source is the only one available that can fulfill a given Purchasing need of the City.

DDD. SOLICITATION DOCUMENTS means an Invitation for Bids, Request for proposals, Request for Qualifications, Request for Quotations, or an Invitation to Negotiate including all of the associated forms and documents of each solicitation, or any other types of documents used by the City to procure Goods, Services, or Professional Services.

EEE. SPECIFICATION OR SCOPE OF WORK means any description of the physical or functional characteristics, or of the nature of Goods, Services, or Professional Services. Specifications or Scope of Work may include any function and other criteria that will be required to perform the work and a description of any requirement for inspection, testing, or delivery.

FFF. SUPPLIER, MERCHANT OR VENDOR means a Person currently supplying or in the business of supplying Goods, Services, or Professional Services.

GGG. SURETY means an organization who, for a consideration, promises in writing to make good the debt or default of another organization. The Surety must be satisfactory to the City and licensed to do business in Georgia.

HHH. THE USING DEPARTMENT/DIVISION (User) is defined as the department which has the authority and responsibility for determining the need for an item or service, its related specifications, and need date. The User is responsible for funding the need and advising Purchasing of the approved funding and the specific budget account number. The User is responsible for authorizing the purchases of all materials, services, repairs, leases and rentals in which the negotiated price exceeds the approved funding.

IV. Ethics in Procurement

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

A. Employee Conflict of Interest

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

1. The Employee, Official or Agent or any member of the Employee, Official or Agent's immediate family has a substantial interest or financial interest pertaining to the procurement Contract, except that the purchase of Goods and Services from businesses which a member of the City Council or other City of McDonough Employee has a financial interest is authorized as per O.C.G.A. § 36-1-14, or the procurement Contract is awarded pursuant to O.C.G.A. § 45-10-22 and § 45-10-24, or the transaction is excepted from said restrictions by O.C.G.A. § 45-10-25, interpreting such statutes as if they were applicable to a municipality.

2. Any other person, business or organization with whom the Employee, Official, Agent or any member of an Employee, Official or Agent's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement Contract.

3. An Employee, Official, Agent or any member of an Employee, Official or Agent's immediate family who holds a substantial interest or financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that substantial interest or financial interest.

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

B. Gratuities, Rebates or Kickbacks

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

Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to all customers for the purchase of their Goods and Services are acceptable and are the property of the City of McDonough.

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

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

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

2. Kickbacks and Rebates. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a Contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract or order.

3. Contract Clause. The prohibition against gratuities, rebates and kickbacks prescribed in this Section shall be conspicuously set forth in every Contract and Solicitation Documents therefore.

4. Courtesies. Employees may accept for themselves and members of their families common courtesies usually associated with customary business practices so long as a strict standard is enforced with respect to gifts, services, discounts, entertainment or consideration of any kind from suppliers of merchandise, services, supplies, etc. to the City of McDonough. An example of a common courtesy is free pens or notepads with the Vendor’s name on them.

5. Cash. It is never permissible for a City of McDonough Official, Employee or Agent to accept a gift in cash, cash equivalents, stocks or other forms of marketable securities of any amount.

C. <u>Prohibition Against Contingent Fees</u>

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

D. Use of Confidential Information

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

E. Unauthorized Purchases

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

F. Penalties and Sanctions

1. Legal or disciplinary action by City Council. The City Council may take appropriate legal and/or disciplinary actions pursuant to the City's Ethics Ordinance against any City of McDonough Official or Person in violation of these ethical standards for any Employee under their direct supervision and control subject to the appropriate appeals process of the City of McDonough.

2. Legal or disciplinary action by City of McDonough City Administrator. The City of McDonough City Administrator may take authorized and appropriate legal and/or disciplinary actions, including dismissal, against any City of McDonough Employee, consistent with the City Code and policies established by the City Council.

3. Administrative penalties for Employees. The City of McDonough City Administrator may impose any one or more of the following penalties or sanctions on a City of McDonough Employee for violations of the ethical standards in this Section as appropriate to the situation, subject to the Personnel Manual or other appropriate appeals procedures:

    a) Oral or written warnings or reprimands.

    b) Suspensions with or without pay for specified periods of time.

    c) Termination of employment.

4. Administrative penalties for outside contractors/Vendors. The City of McDonough may impose any one or more of the following penalties or sanctions on a Vendor or other Person or organization for violations of these ethical standards:

a) Written warnings or reprimands.

b) Termination of Contracts.

c) Debarment or suspension.

G. Disclaimer of Responsibility for Improper Purchasing

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

H. Vendor Contact During Open Solicitations

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

V. Responsibility

A. Purchasing Agent

The Mayor, City Administrator, and/or their designee may serve as the Purchasing Agent for the City, or the Council may contract with an independent third party to serve as the Purchasing Agent (per City Code Chapter 2, Article 7, Section 2).

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

1. Arrange and negotiate the purchase or Contract for all equipment, supplies and contractual services for the City or any using agency; arrange and negotiate for the sale or otherwise dispose of all surplus equipment and supplies or real estate of the City or any using agency.

2. Maintain a perpetual or periodic inventory record of all materials, supplies, software, or equipment stored in city storerooms, warehouses, and elsewhere, including monthly reports to the Finance Director that include:

    a) Titles of all formal solicitations and the method of source selections to be used.

    b) Contracts authorized by the City Council, the method of source selection used and the total dollar amount.

    c) Emergency Contracts awarded pursuant to Municipal Code.

    d) Change orders or Contract modifications authorized by the Council and the dollar amount and reason.

    e) Change orders or Contract modifications authorized by the Purchasing Agent and the dollar amount and reason.

    f) Explanation of any changes, and the costs involved, in the scope of services made between the time a Contract is awarded and the time that the Contract is authorized by the City Council.

    g) Documentation of the types, quantities, and dollar amounts of environmentally preferable Goods (including the percentage of post-consumer and total recovered material content) and Services purchased. The report shall also include dollar amounts of non-environmental or conventional Goods and Services, identify and discuss instances where this policy is waived or its requirements found impracticable, and highlight barriers to the procurement of environmentally preferable Goods and Services, if applicable.

3. Manage and supervise purchasing staff.

4. Control and supervise all City storerooms and warehouses.

5. Develop and maintain a purchasing policy and procedures manual which will be updated by City Administrator (or their designee) periodically.

6. Establish guidelines, within the purchasing policy and procedures manual, governing the review and approval of specifications for procurement of Goods and Services based on recyclability, energy and water conservation, life cycle cost, and other environmental considerations.

7. Direct efforts to procure Goods and Services through advertisements of bids in the local legal organ as required by the City's Municipal Code and by State law.

8. Require bonds, insurance and other forms of protection for the City on the process of procuring Goods and Services for the City.

9. Terminate solicitations for bids for any Good(s) or Service(s) when, in the opinion of the Purchasing Agent, it is in the City's best interest to do so.

10. Reject any and all bids, when in the opinion of the Purchasing Agent it is in the City's best interest to do so.

11. Consult with the City Attorney if a contracting party breaches or is reasonably anticipated to breach its Contract with the City.

12. Assist in negotiating City Contracts, as directed. The City Council shall approve final Contracts and Amendments valued at $50,000 and above and execute and bind the City to such agreements. (For example, if a $40,000 contract was previously approved and a subsequent amendment of $15,000 is proposed, such amendment would require Council approval.) Contracts and amendments (in the aggregate) valued at less than $50,000 shall be approved and signed by the Mayor or City Administrator, or their designee.

13. Advise the Finance Director and City Administrator on the status of negotiations, as well as Contract provisions and their impacts on the City.

14. Make recommendations on Contract approval, rejection, amendment, renewal and cancellation.

15. Provide Contract administration and supervision of Contracts, as directed by the Mayor or City Administrator. Such tasks shall include, but not be limited to, monitoring Contract Amendments, obtaining applicable insurance certificates and monitoring applicable progress.

16. Plan and implement processes for the ongoing protection of the City's interests.

17. Recommend and implement policies and procedures to provide for compliance with laws related to bidding, Contracting and Purchasing as set forth in the State of Georgia Code and Regulations, by examining the applicable laws and developing procedures for bidding, Contracting and procurement processes.

18. Ensure all Contracts are reviewed by the City Attorney as required by Section 3.08 of the City Charter.

19. Ensure Council is notified as soon as reasonably possible of all upcoming and active competitive procurements.

20. Ensure all procurements over $50,000 have Council approval.

B. Using Department/Division (User)

1. Determine Need: The User is responsible for determining the need for a material or service and providing appropriate documentation & justification, including a purchase requisition.

2. Determine Funding: The User is responsible for providing proper funding. Specific budget account numbers must be on the purchase requisition.

3. Determine Specifications: The User is responsible for determining the quantity, quality, dimensions, duration and all other necessary specifications essential to the determination of what is to be procured. The specifications must, where applicable, conform to the approved City standards for identity and continuity.

4. Purchase Requisition: It is imperative that the User transmits its need to the Purchasing Agent. The Purchasing Agent can only purchase supplies and services on the basis of an approved and completed Requisition. A properly approved Requisition contains, as a minimum, the following information:

    a) Complete description and specifications.

    b) Quantity.

    c) Need date (lead time of at least one week, must be allowed).

    d) Estimated cost.

    e) Freight.

    f) Complete budget account number.

    g) Previous purchase information or quotation (if known).

    h) Known or suggested Vendor(s).

    i) Authorized approval of department head and division head.

    j) Authorized approval from the Budget/Finance Department.

5. Acceptance of Procured Item or Service: The User is responsible for advising the Purchasing Office within 24 hours after receipt or within 48 hours if the items or services are found to be unsatisfactory. This is to be done in writing on a Receiving Report.

VI. Environmentally Preferable Goods and Services

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

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

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

2. Purchase non-emergency fleet vehicles that provide the best available net reduction in vehicle fleet emissions, including but not limited to the purchase of alternative fueled and hybrid vehicles;

3. Consider purchasing lower emission emergency fleet vehicles with comparable specifications for performance, safety, and fuel availability during emergencies as conventionally-powered emergency fleet vehicles;

4. Purchase at least Energy Star rated equipment and appliances for use in local government facilities when practicable based upon considerations of Life Cycle Costs;

5. Purchase water-saving products, including WaterSense labeled, whenever practicable, including but not limited to, high performance fixtures such as toilets (1.28 gallons per flush or less), urinals (0.5 gallons per flush or less), low-flow faucets (1.5 gallons per minute or less), aerators, and upgraded high-efficiency irrigation systems;

6. Replace disposable with re-usable, recyclable, or compostable Goods;

7. Consider Life Cycle Cost Assessment; and

8. Evaluate, as appropriate, the environmental performance of Vendors in providing Goods and Services.

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

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

1. Minimization of virgin material used in Goods or Service life cycle;

2. Maximization of recycled materials used in Goods or Service life cycle;
3. Life cycle economics of Goods and Services;
4. Reuse of existing Goods or materials in Goods or Service life cycle;
5. Recyclability, biodegradability and compostability of Goods;
6. Minimization of packaging;
7. Reduction of energy and fuel consumption;
8. Reduction of water consumption;
9. Toxicity reduction or elimination;
10. Durability and maintenance requirements; and
11. Ultimate disposal of the Goods.

VII. Competitive Procurements

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

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

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

a) When the solicitation is for an integrated system and the split of the award between components or parts of that system would jeopardize performance; or

b) If the item is part of a system and the performance of that system would be jeopardized if another brand was substituted.

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

A. Invitation to Bids

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

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

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

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

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

a) To the extent permitted by law, a tie Bidder from a Person within the city limits of McDonough would be recommended to the appropriate approving authority for an award over one without an office in the City. A Person within the state of Georgia would be recommended to the appropriate approving authority for an award over one without an office in Georgia.

b) If the procedures in (a) above does not result in an award, then, the tie Bidders will be contacted and advised of the tie and asked if they wish to reduce their bid in writing submitted in a sealed envelope to be opened at the time and place stated by City staff. If one or more of the tied Bidders agrees to participate, award will be made to the new low bid. If none of the tied Bidders agree to participate or if the new bids are tied, then City staff shall break the tie by following the procedures described below, as necessary.

c) If the procedures in (a) and (b) above do not result in an award, then, to the extent permitted by law, a tie Bidder deemed in the City's sole discretion to provide the most environmentally preferable Goods would be recommended to the appropriate approving authority for an award over one deemed environmentally inferior.

d) If the procedures above do not result in an award, then, the Purchasing Agent in the presence of two or more witnesses will flip a coin. Award will be recommended to the appropriate approving authority.

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

Late bids will be rejected and returned unopened.

Bids will be evaluated based on the evaluation factors set forth in the Invitation for Bid, which may include criteria to determine acceptability of Goods (for example, inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose). Criteria for the acceptability of Goods shall be used to determine whether particular Goods are responsive to the Invitation for Bids, and not to determine the relative desirability between acceptable Goods. The City reserves the right to waive any informalities or irregularities of bids, to request clarification of information submitted in any bid, to further negotiate with the Responsive and Responsible Bidder selected for Contract award, or to reject any or all bids for any reason whatsoever.

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

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

B. Request for Proposals (RFP)

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

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

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

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

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

Late proposals will be rejected and returned unopened.

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

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

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

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

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

C. Request for Qualifications

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

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

D. Invitation to Negotiate

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

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

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

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

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

E. Multi-step Solicitation

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

1. Consecutive Multi-Step Process:

    a) The City may request unpriced proposals or statements of qualifications to be evaluated based on the criteria in the RFP or the RFQ for purposes of identifying one or more desirable or acceptable Goods, Services, or Professional Services or for purposes of identifying a field of at least three (if possible and available) qualified or most qualified Bidders or Proposers. The City may request demonstrations, samples, or may conduct interviews with Proposers to aid in the identification of desirable or acceptable Goods, Services, or Professional Services or in the identification of qualified or most qualified Bidders or Proposers. In the event the City requests demonstrations or samples, the City is not required to seek or permit demonstrations or samples of Goods or Services deemed by the City to be less desirable or acceptable than other Goods or Services for which proposals or statements of qualifications were received. In the event the City conducts interviews with Proposers, the City is not required to interview any Proposer deemed by the City to be unqualified or less qualified than other Proposers.

    b) After identifying a field of most qualified Bidders or Proposers with the capability of providing the desirable or acceptable Goods, Services, or Professional Services, the City may either follow a Competitive Award solicitation process among the field of Vendors identified as having the capability to meet the City's requirements for the procurement or by direct negotiation as indicated below in Non-Competitive Procurement of Goods and Services.

2. Simultaneous Multi-Step Process:

a) The City may request that priced proposals be submitted in two separate envelopes, with pricing information contained in one envelope and all other requested information contained in the other envelope. In such case, proposals will be evaluated in accordance with the requirements set forth in the RFP, initially without regard to price and without opening the envelope containing pricing information. Based on such evaluation, the City will establish a field of at least three (if possible and available) qualified or most qualified Proposers. The City may conduct interviews with Proposers to aid in the identification of qualified or most qualified Proposers. In the event the City conducts interviews with Proposers, the City is not required to interview any Proposers deemed by the City to be unqualified or less qualified than other Proposers.

b) After establishing a field of qualified or most qualified Proposers, the City will open the pricing envelopes of only the qualified or most qualified Proposers, and evaluate such pricing information in the manner described in the RFP for purposes of recommending/making an award (e.g. most advantageous proposal, price and other factors considered or low price submitted by qualified Proposers). In the absence of specific instructions to the contrary in the RFP, pricing information will be evaluated together with all other information required by the RFP for purposes of selecting among the qualified field of Proposers the most advantageous proposal, price and other factors considered.

3. Multi-Step Process to Award Continuing Purchasing Contracts

a) When it is in the best interest of the City to have pre-qualified, Continuing Purchasing Contracts because of the need to Provide quick-response, repetitive Services or a range of Services or Professional Services within a specific field of expertise, the City may use either a Consecutive or a Simultaneous Multi-Step Procurement Process to identify one or more Continuing Contractors. The purpose is to identify one or more Continuing Contractors that demonstrate the ability to perform a particular type of Service during a specified Contract period.

b) Contract award - The multi-step solicitation shall specify the general types of Services required, the selection process to be used, and the selection criteria for award of the Continuing Contract(s).

c) Award of a specific scope of work to a Continuing Contractor - During the term of the Continuing Contract(s), specific scopes of work may be developed and awarded to Continuing Contractor(s), by Amendment to such Continuing Contract(s), provided that the specific scope of work is consistent with the general types of Services upon which award of the Continuing Contract(s) was made.

d) When there is more than one Continuing Contractor available to perform the specific scope of work defined, the process for award of the work is set forth below:

i. Work may be rotated during the Contract period between the Continuing Contractor(s) that were selected to perform the general type of Services required; or,

ii. Award may be made to the Continuing Contractor that is deemed, based on its original proposal, to be most advantageous to the City for the specific scope of work required, price and other factors being considered and without regard to rotation among selected contractors; or,

iii. Quotations, Bids or proposals may be requested from the pre-qualified Continuing Contractor(s) that were selected to perform the general type of Services or Professional Services required. The City may select the Continuing Contractor whose quotation, bid, or proposal is deemed to be most advantageous to the City to perform the specific scope of work required.

F. Online Reverse Auction

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

G. Performance Guarantee

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

H. Approval of Awards and Recommendations

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

I. Forms

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

VIII. Non-Competitive Procurements

Purchasing Policy

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

A. Sole Source Procurement

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

B. Single Source Procurement

The City may acquire Goods and Services pursuant to a Single Source Procurement. A Single Source Procurement is a procurement made from one Person among others in a competitive market place which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling the given purchasing need. The User must provide the justification for the Single Source Procurement to the Purchasing Agent after approved by the Mayor, City Administrator or Council. The Purchasing Agent may elect to purchase particular brand name Goods or Services when the Goods or Services comprise a major brand system, program or service previously selected by the City and due to operational effectiveness, future enhancements or additions, or maintenance or storage of spare parts precludes the mixing of brands, manufacture, etc.

C. Direct Negotiation

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

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

D. Emergency Procurement

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

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

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

If an Emergency Situation should arise after office hours which requires immediate action on the part of the agency involved for the protection of the best interest of the City or if a like situation arises on a weekend or holiday and when it is not possible or convenient to reach the Purchasing Agent, any purchase necessary shall be made by the official in charge of such agency, and such purchase reported to the Purchasing Agent within 24 hours.

E. Costs Under the Competitive Threshold

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

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

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

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

G. Real Estate Acquisition

1. Compliance with Applicable Regulations

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

2. Confidentiality

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

3. Formal Approval

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

4. Appraisals

The City shall conduct at least one appraisal by an independent third-party who holds the MAI membership designation with the Appraisal Institute prior to purchasing real property, with the exception that the City may proceed with the purchase of property without an appraisal where the benefit of the property to the City, in the City Council's sole discretion, exceeds the purchase price. City staff will regularly brief the City Council in Executive Session on property the City is considering purchasing, to receive direction from the City Council on items such as terms, price and benefit of the property to the City.

H. Performance Guarantee

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

I. Approval of Awards and Recommendations

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

J. Forms

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

IX. General Procedures and Approval Authorizations

A. The City reserves the right to reject any or all bids if it determines such rejection to be in the best interest of the City.

B. All awards for amounts of $10,000 or greater shall be approved or rejected by the City Council. Similar purchases and projects shall not be combined for purposes of determining the value of the contract. For example, an estimated contract value of $20,000 may not be split into two $10,000 contracts in order to avoid the threshold. Similar purchases shall be defined by their commonality as well as the time of acquisition. When it is anticipated similar or identical items will be needed in the near future, every attempt should be made to combine the purchases in the contract. If a similar Contract(s) is required within 180 days of a previously approved Contract that was under $10,000, but the combined value of the Contract(s) now exceed $10,000, the Contracts shall go to Council for approval.

C. The Mayor, City Administrator, or their designee, is authorized to approve budgeted capital purchases or Contracts up to $10,000 without obtaining further City Council approval (except for initial budget approval from City Council). The User is responsible for making the recommendation for the award following the procedures as identified above.

D. City Council must approve the purchase of any budgeted capital purchase or Contract over $10,000. The User is responsible for submitting the recommendation for this award to the City Council.

E. RFP's will generally be solicited on a project-by-project. The User will submit the Scope of Services to Purchasing, who will then determine which of the processes to use.

F. Periodically, the City may be given private/public grants and donations from sources such as the State and Federal Government and private corporations. These types of solicitations are more restrictive and may dictate the procurement process and methodology that the City is to follow for an award. Both federal and state procurement policy supersedes City of McDonough's purchasing requirements when buying goods and services using federal or state grant monies. Departments should refer to the Federal Acquisition Regulation for guidance on specific federal procurement policies.

G. The final determination of the price and terms of any Goods, materials or services shall rest with the Purchasing Agent.

H. It shall be the responsibility of the Purchasing Agent to document all Contracts, purchases, agreements for services and leases and to maintain said documents consistent with the records retention policy of the City. All agreements or Contracts binding the City must be in writing. There will be no exceptions.

I. All negotiations of agreements for Goods and Services shall be conducted by the Purchasing Agent. It is recognized that special situations may exist where there is a special need for the User to be involved in the negotiation process. This must be in conjunction with the Purchasing Agent at all times. The Purchasing Office will make final recommendation for agreements.

J. It is the responsibility of the Purchasing Agent to secure all necessary approvals of the City Administrator or their designee, or legal authority, in writing, when necessary to protect the City and its legal liability prior to execution of a Contract or purchase agreement.

K. The Purchasing Agent may make any authorized purchase for which payment will be made in a current, routine manner following receipt of the Goods or services. Advanced payments shall on be approved only on an emergency basis. Procurement by leasing, long-term financing, advance payments or deposits or any other special non-routine method must be approved in advance by the Mayor or City Administrator.

L. The Purchasing Agent will not normally provide purchase orders after procurement has been initiated. Purchases must be documented by the User with appropriate requisition and specific budget account number prior to the issuance of the purchase order number.

M. In the case of Contracts (other than routine purchase orders), leases or service agreements (either new or renewals), the approval process is necessary. All such documents will be forwarded to the Purchasing Agent. The Purchasing Office will acquire the necessary approvals prior to execution of any agreement, Contract or lease through the City Attorney's office. When said Contracts, leases or service agreements are up for renewal or expiration the Purchasing Agent will notify the User for approval to either maintain the Contract or bid a new Contract. The

Purchasing Agent will be responsible for maintaining a file of all current Contracts, leases or service agreements.

N. The Purchasing Agent will review the Contract for form, completeness, insurance considerations, legal implications, and any other items dictated by each situation. The Contract will then be sent to the User and approved by the Department Director and returned to Purchasing. The Purchasing Agent will be responsible for having the Contract signed by the Mayor or City Administrator, or their designee, after it is signed by the Vendor.

O. Once the Contract is officially executed, the original of the Contract will be filed in the City Clerk's office and a copy provided to Finance.

P. Once a Contract is awarded by the City, the Contract may be amended, without the necessity of rebidding such Contract, provided the original Contract amount and the scope of the Contract is not substantially altered. The Purchasing Agent will review all change orders and adjust encumbrances as applicable. Change orders will be processed to correct the account distribution, quantity, addition/deletion of line items, change in description and unit price. If a quoted price of the change order is up to $50,000, the requisition will be sent to the 1) Finance Director and 2) Mayor or City Administrator, for approval. Any requisitions with a change order over $50,000 require City Council approval. The department cannot use the change order process to circumvent the Purchasing Policy. Change orders cannot substantially change the scope of the Contract.

Q. The Purchasing Agent and the User share the responsibility to ensure the quality, delivery and payment of required Goods and Services.

R. Final adjudication of any dispute between the Vendor and User shall be made by the Purchasing Agent with appropriate input from the User.

S. In most cases, contact with Vendors regarding the Contract will be by the Purchasing Agent and in conjunction with the User as necessary. All Vendors must coordinate with the Purchasing Agent before visiting any other department regarding the Contract. All visits regarding the Contract must be made with the knowledge of the Purchasing Agent and the Purchasing Agent has the option of accompanying the visitor. It is recognized that this restriction on visitation will not necessarily apply to those Vendors with ongoing relationships such as computer and copy machine service technicians.

T. All return of Goods must be initiated by the User through the Purchasing Agent. Additionally, all cancellations of, or modifications to, any agreements must be made by the Purchasing Agent.

U. It shall be the responsibility of the User to ensure that purchased Goods are received, inspected and verified as to condition. Since the department head signed the purchase requisition, that person cannot be the receiver of the Goods and must appoint an individual within the department to be the receiver of the Goods and Services.

V. Protests

a) Right to protest. Any Person who is aggrieved in connection with the solicitation or award of a Contract may protest to the City of McDonough. Protestors shall seek resolution of their complaints initially with the City Administrator. All protests must be submitted in writing to the City Administrator. The complaint shall specify the alleged act or omission by the City that provides the basis for the complaint.

b) Upon the filing of a written complaint, the City Administrator, within three (3) business days, shall request a response from the Purchasing Agent. The Purchasing Agent's response will be returned to the City Administrator within seven (7) calendar days. Failure by the Purchasing Agent to file a response may be considered as evidence by the City Administrator. If requested by either party, the City Administrator, or designee shall have a hearing on the complaint within fourteen (14) calendar days of filing the complaint to decide the merits of the claim. The City Administrator is empowered to decide to uphold, dismiss or amend the decision of the Purchasing Agent. The City Council shall approve or reject the City Administrator's decision. If the party bringing the complaint disagrees with the conclusions of the City Administrator and City Council, the decision may be appealed by filing a writ of certiorari to the Superior Court of DeKalb County within thirty (30) days of the decision of the City Council.

c) Protests concerning invitations. A protest with respect to an IFB, RFQ, RFQ, or RFP shall be submitted in writing prior to the opening of bids or the closing date of proposals. If not done by that time, the complaint or protest is invalid.

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

W. Credit Cards shall only be issued upon approval of the 1) department head and the 2) Mayor or City Administrator. The Credit limit for each card shall be established by the Director of Finance. All individuals assigned a Credit Card on behalf of the City of McDonough shall be personally responsible for the use and any fraudulent use. The City Administrator shall maintain a Procurement Card Procedure Manual. This manual shall be on file with the City Clerk and made available for all users.

A. Excess, Surplus, and Obsolete Materials

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

1. Transfer or Re-use: The most gainful method for handling an item no longer needed by a department is to transfer it to another department that has a use for the item.

2. Trade-In: In replacing obsolete equipment, it may be financially advantageous to trade-in the old equipment. The invitation for bids on the replacement item should call for bid prices with or without trade-in and provide that award may be made either way.

3. Sale: Excess, surplus and obsolete items not transferred or traded-in may be consolidated and offered for sale by auction or by sealed bid method. Auctions can be traditional or contemporary including online auctions such as www.Govdeals.com or similar websites. The consolidated list will be submitted to City Council for approval before an auction or sealed bid is organized. The property offered for sale will be on an "AS IS/WHERE IS" basis. The sale will be given public notice. Sealed bids will be opened at the time and place announced with the City, retaining the right to reject any and all.

B. Sale to Employees

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

C. Allocation of Proceeds

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

X. Exceptions

Purchasing Policy

The following items may be procured without competitive selection and the Purchasing Agent is authorized to execute the resulting transaction (e.g. procurement card transaction, direct payment, or purchase order) and subsequent change orders (if any).

1. Purchases in collaboration with any government unit/agency within the United States, so long as any State competitive bid requirements are exempted or met;
2. Water, sewer, electrical, telephone (land line only; does not include cellular), gas, and other utility services where competition is not available;
3. Dues and memberships in trade or professional organizations;
4. Seminars, conferences and training, including facilities, travel, meals and amenities needed for such seminars, conferences and training;
5. Hospitality services and expenses including hotel accommodations;
6. Travel including car rentals;
7. Subscriptions for periodicals;
8. Postage;
9. Advertisements (e.g. legal ads, special event ads, etc.);
10. Recreational service providers (e.g. recreation instructors);
11. Artwork and artistic services including graphic design, music ensembles (bands) and other entertainment providers;
12. Entertainment venues;
13. Vehicle and equipment repair;
14. Licensed computer software and associated support/maintenance;
15. Copyrighted materials not available from multiple sources;
16. Medical services;
17. Appraisal and real estate brokerage services;

18. Title insurance/abstracts, closing and property acquisition services for real property;

19. Services required by proprietary ownership and original equipment manufacturers such as maintenance contracts;

20. Services or commodities provided by other governmental agencies;

21. Legal services including bond counsel;

22. Bond and financial advisory services (e.g. capital financing);

23. Insurance policies competitively procured through the City's insurance broker; and

24. Lobby services. The Mayor, City Administrator, and the Finance Director may select a person to provide lobbying services on behalf of the City without competitive selection.

STATE OF GEORGIA
CITY OF MCDONOUGH

ORDINANCE NO.________________________

AN ORDINANCE AMENDING TITLE 8, HEALTH AND SAFETY, OF THE CITY OF MCDONOUGH, GEORGIA, CODE OF ORDINANCES; CREATING A NEW CHAPTER 8.28, HOTELS, MOTELS AND EXTENDED STAY MOTELS; PROMOTING SAFE AND QUALITY TRANSIENT LODGING AND FOR OTHER LAWFUL PURPOSES

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

WHEREAS, the duly elected governing authority of the City are the Mayor and Council ("City Council") thereof;

WHEREAS, the City is authorized pursuant to Section 2.17(b) of the City Charter to adopt ordinances resolutions, rules and regulations deemed necessary, expedient, or helpful for the good order, welfare, prosperity and well-being of the City;

WHEREAS, the availability of safe and quality transient lodging within the city is of high priority of the City;

WHEREAS, the City desires through this Ordinance to help ensure the proper maintenance of hotels, motels, and extended-stay hotels and to protect the health, safety and welfare of hotel, motel, and extended-stay hotel inhabitants throughout the City; and

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

THE COUNCIL OF THE CITY OF MCDONOUGH HEREBY ORDAINS as follows:

<u>Section 1.</u> Title 8, Health and Safety, of the City of McDonough Code of Ordinances is hereby amended by creating a new Chapter 8.28, Hotels, Motels and Extended Stay Motels, which shall read as follows:

TITLE 8 - HEALTH AND SAFETY

CHAPTER 8.28 - HOTELS, MOTELS AND EXTENDED STAY HOTELS

8.28.010 - Purpose.

A. The purpose of this title is to ensure the continued availability of quality transient lodging within the city, proper maintenance of hotels, motels, and extended-stay hotels and to protect the health, safety and welfare of hotel, motel, and extended-stay hotel inhabitants.

B. Unless otherwise stated in this title, the requirements of this title apply to those who occupy, visit, patronize, frequent, operate, keep, conduct, or own a hotel, motel, or extended-stay hotel within the city, regardless of the date of the hotel, motel, or extended-stay hotel's construction.

C. This title is essential to the public's interest, safety, health, and welfare, and this title shall be liberally construed to effectuate its purposes.

8.28.020 - Definitions.

The following words, terms and phrases, when used in this title, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bona fide employee shall mean a person who works in the service of the hotel, motel, or extended stay hotel (i.e. the employer) under a contract of hire, whether express or implied, where the employer has the power or right to control or direct the details of what work is to be performed and the manner in which that work is to be performed.

Electronic records shall mean the identifying information for all patrons and their guests contained in the electronic guest registration system as listed in this title, which is recorded at the time of registration and maintained for a period of no less than one hundred eighty (180) days after the rental agreement's termination.

Extended-stay hotel shall, for the purpose of this title, mean any structure consisting of one (1) or more buildings, with more than five (5) dwelling units with provisions for living, sanitation, and sleeping, that is specifically constructed, kept, used, maintained, advertised, and held out to the public to be a place where temporary residence is offered for pay (a) to persons for non-transient extended-stays and/or stays longer than thirty (30) days; or (b) for stays longer than fifteen (15) days in rooms equipped with kitchen facilities.

Establishment means any privately owned place of business which is open for business and to which the public is invited during curfew hours including but not limited to any teen club open during curfew hours, places of amusement or entertainment, malls, restaurants, and shops that are open during curfew hours.

Fire chief shall mean the City of McDonough fire chief or his designee.

Guest shall mean a person who is not a patron who is present on the premises of a hotel, motel or extended-stay hotel with the express permission of (a) a guest or patron of the hotel, motel or extended-stay hotel and (b) the owner, operator, keeper or proprietor of the hotel, motel or extended-stay hotel.

Hotel or *motel* shall, for the purpose of this title, mean any structure consisting of one (1) or more buildings, with more than five (5) dwelling units with provisions for transient living, sanitation, and sleeping, that is specifically constructed, kept, used, maintained, advertised, and held out to the public to be a place where temporary lodging is offered for pay to guests, is not intended for long-term occupancy, and does not otherwise meet the definition of an extended-stay hotel as defined in this section. This shall include boutique hotels.

Housekeeping shall mean the cleaning of guest rooms, guest bathrooms, public area, changing of linen and removal of trash from guest rooms and common areas.

Kitchen facilities shall mean kitchen amenities, which at a minimum must include a stove, oven, and a kitchen-type sink. A bathroom sink does not qualify as a kitchen facility. Amenities limited to a microwave, mini-refrigerator, and/or an appliance designed to produce coffee or tea do not constitute "kitchen facilities" for purposes of this definition.

Loitering. A person commits the offense of loitering when the person is in a place at a time or in a manner not usual for law-abiding individuals under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity.

Manual records shall mean the identifying information for all patrons and their guests contained in the form of a paper record or reservation book, which is recorded at the time of registration and maintained for a period of no less than one hundred eighty (180) days after the rental agreement's termination.

NFPA refers to the codes and standards published by the National Fire Protection Association, 2021 edition (see https://www.nfpa.org/).

Patron shall mean a person who pays a fee to the owner, operator, keeper or proprietor of the hotel, motel or extended-stay hotel.

Police chief shall mean the City of McDonough police chief or his designee.

Public nuisance shall mean a condition, obstruction or use of property allowed or continued by any person, legal entity or agent, that interferes with the comfortable enjoyment of life and property by the neighborhood, community, or members of the public; or which can cause hurt, damage, inconvenience or affect or offend an ordinary, reasonable person.

Vehicle is any car, truck, trailer, motorcycle, or other machinery used for transporting people or goods and is normally required to be registered with a state in order to be legally operated or towed on a public roadway.

Visitor shall mean a person, who is not a patron or guest, who is on the premises of a hotel, motel or extended-stay hotel at the invitation of a patron or guest, but without the express permission of the owner, operator, keeper or proprietor of the hotel, motel or extended-stay hotel.

8.28.030 - Provisions applicable to hotels, motels, and extended-stay hotels.

A. Unless expressly exempted under this title, all public-facing entry point doors on ~~For any~~ the premises of a hotel, motel, or extended stay hotel ~~permitted for construction after [insert date], any public-facing entry points to the premises~~ must require a magnetic or electronic keycard/locking device for access. Public facing entry point doors shall have operating automatic closures, key entry and shall remain locked at all times between the hours of 9:00 p.m. and 6:00 a.m. Additionally, all entry point doors shall be equipped with an alarm or other device that will alert hotel, motel, or extended-stay hotel security, attendants, or other employees that the door has been opened or remains open. These requirements are not applicable to entry points that enter directly into the lobby of the hotel, motel, or extended stay hotel as long as the lobby is manned by a bona fide employee twenty-four (24) hours a day. These requirements are also not applicable to entry points that enter directly into a banquet hall, conference room, or other facility utilized for a special event or meeting hosted by a hotel, motel, or extended-stay hotel, as long as there is a bona fide employee staffing the banquet hall, conference room, or other facility utilized for the duration of that event. Hotels, motels, or extended stay hotels permitted for construction on before [insert adoption date] shall have through three years from [insert adoption date] to come into compliance with this paragraph.

B. An owner, operator, keeper or proprietor of a hotel, motel, or extended-stay hotel may designate no more than five (5) percent or six (6) (rooms, whichever is fewer, for the purpose of allowing any number of bona-fide employees and their family to reside on the premises. Rooms designated for employee residences must be clearly marked as distinct from rooms held out for rent and, where practical, must be located adjacent to other rooms designated for employee residences. Rooms designated for employee residences may not be held out for rent to the public.

C. No owner, operator, keeper or proprietor of a hotel, motel, or extended-stay hotel shall provide lodging at an hourly rate.

8.28.040 - Provisions applicable to hotels and motels.

No hotel or motel located within the city shall allow any person to occupy such hotel or motel for more than thirty (30) consecutive days, without a two-day vacancy between stays.

8.28.050 - Provisions applicable to extended-stay hotels.

A. No extended-stay hotel located within the city shall allow any person to occupy such extended-stay hotel for more than one hundred eighty (180) consecutive days unless otherwise permitted in this title. No guest residing for more than one hundred eighty (180) consecutive days shall begin a new rental agreement with the extended stay hotel without at least a two-day vacancy between stays.

B. A stay in excess of one hundred eighty (180) consecutive days may occur in the following situations:

1. Where there is a written contract or documented agreement between an extended-stay hotel and a business, corporation, firm or governmental agency to house employees or individuals on valid work orders;

2. Where there is documentation, consistent with HIPPA privacy rules, that a hotel guest is considered family or is providing care for a patient who is admitted at local hospital; or

3. When an insurance company or federal, state or local agency has provided documentation that a hotel guest has been displaced from their home by a natural disaster or fire.

C. Extended-stay hotels are required to comply with all applicable provisions of this title.

D. All extended-stay hotels constructed after [insert adoption date], must provide a minimum of one thousand (1,000) square feet in common areas for recreational use by guests. In computing the one thousand (1,000) square feet requirement, swimming pools, fitness or recreation centers, patios, terraces, and other recreational facilities in common areas may be used in determining the square footage required by this subsection. An extended-stay hotel is considered constructed only after a certificate of occupancy is issued.

8.28.060 - Responsibilities, access, and registration requirements.

A. Every owner, operator, keeper or proprietor of any hotel, motel, or extended-stay hotel shall, without delay, report violations of law to the city police department that were either witnessed or made known to them by an employee, patron, guest, visitor or other person on the premises.

B. Every owner, operator, keeper or proprietor of any hotel, motel, or extended-stay hotel shall, at all times, maintain a manager on duty capable of assisting, communicating, and cooperating with the police or other law enforcement officials in maintaining the public health, welfare, and safety.

C. All information required to be procured and kept pursuant to this title shall be kept strictly confidential in accordance with state and federal law and shall not be provided to any person except to a federal or state law enforcement officer or to any officer empowered to enforce this title.

D. All information required to be procured and kept pursuant to this title shall be provided to any federal or state law enforcement officers, or local sworn enforcement officer empowered to enforce this title, upon demand of the officer and a representation by said officer that a reasonable suspicion exists that such information is relevant to a then-pending inquiry or investigation. Nothing in this requirement shall be construed as giving any such officer any greater right or license to enter a room or invade privacy than the officer shall otherwise possess as a matter of law, probable cause, constitutional law, statutory right, or warrant.

E. Every owner, operator, keeper or proprietor of any hotel, motel, or extended-stay hotel shall keep a record of all rental agreements between the hotel, motel, or extended-stay hotel and all patrons and their guests, and make these records available to the city within a reasonable time upon request. For the purposes of this title, the term "record" shall mean the hotel, motel, or extended-stay hotel's electronic guest registration system which stores guest identifying information. In the event the hotel, motel, or extended-stay hotel does not have an electronic guest registration system, the hotel, motel, or extended-stay hotel shall record the guest, patron and their guest's information in a paper record or reservation book. The following information, at a minimum, must be recorded at the time of registration and maintained for a period of no less than one hundred eighty (180) days after the rental agreement's termination:

1. The full name, phone number, and home address of each patron and overnight guest. If the patron is a tourism company or other business, only the patron shall be required to provide this information;
2. The total number of occupants (patrons and guests) registered in each room;
3. The room number assigned to each patron and guest;
4. The day, month, year and time of arrival of each patron and guest;

5. The day, month, year each patron and each guest is scheduled to depart;
6. Upon departure, record of departure day, month, and year for each patron and guest;
7. The rate charged and amount collected for rental of the room;
8. The method of payment for each room; and
9. Documentation used to verify a stay in excess of one hundred eighty (180) consecutive days.

E. Every owner, operator, keeper or proprietor of any hotel, motel, or extended-stay hotel shall require each patron to provide proper identification prior to renting a room when registering in person. Proper identification is defined as a current and valid government issued photo identification card such as a driver's license, military identification card, state identification card, or passport. A record of the provided identification shall be kept on file for the duration of the occupancy and for one hundred eighty (180) days thereafter.

F. No person shall procure or provide lodging in any hotel, motel, or extended-stay hotel, or any services therefrom, through misrepresentation or production of false identification, or identification which misrepresents the identity of the person procuring or sharing in such lodging or service.

G. Change of location or name.

1. No applicant shall operate, conduct, manage, engage in, or carry on a hotel, motel, or extended-stay motel/hotel under any name other than his name and the name of the business as specified on the occupation tax certificate.
2. Any application for an extension or expansion of a building or other place of business where a hotel, motel, or extended-stay motel/hotel is located shall require inspection and shall comply with all applicable codes and regulations.

8.28.070 - Vehicles, parking, and registration.

A. All handicap parking must be in compliance with state and local laws.

B. All vehicles parked on any hotel's premises must be in good working order.

C. Vehicle maintenance in hotel parking lots is prohibited.

8.28.080 - Room requirements, equipment and services. <u>Every operator, owner, keeper, or proprietor of any hotel, motel, or extended-stay hotel shall comply with the following requirements:</u>

A. Every operator, owner, keeper, or proprietor of any hotel, motel, or extended-stay hotel shall keep and maintain in each and every rental unit, a telephone equipped to place a direct call to 911.

B. No operator, owner, keeper, or proprietor of any hotel, motel, or extended-stay hotel shall rent or provide a room for any number of persons greater than the sleeping accommodations provided within the particular rental unit or temporary sleeping accommodations provided by the hotel, motel, or extended-stay hotel.

C. No operator, owner, keeper, or proprietor, patron, visitor or guest of any hotel, motel, or extended-stay hotel shall be allowed to congregate within any room or single rental unit a number of persons which is greater than two (2) times the number of persons for whom sleeping accommodations are provided within the single room or rental unit except when temporarily designated as a hospitality suite by the hotel, motel, or extended-stay hotel.

D. Daily housekeeping shall be included within the standard room rate of any hotel, motel, or extended stay hotel. At a minimum, rooms must be cleaned before each new guest checks in and no less frequently than once every seven (7) days. Each hotel, motel, and extended-stay hotel must maintain a log that documents when each room is cleaned. The log must be maintained for one hundred twenty (120) days for extended-stay hotels and must be maintained for thirty (30) days for hotels and motels. Any hotel, motel, or extended-stay hotel must make these records available to the city within a reasonable time upon request.

E. The utilization of clothes-lines or other clothes-drying equipment or facilities outside of a room that are located on or are visible from the outside of a room are prohibited. Balconies and railings are not to be used for hanging towels, personal items or any other articles of clothing.

F. No occupational tax certificate shall be issued for the purpose of conducting business from a guest room of a hotel, motel, or extended-stay hotel, and no home occupation shall be conducted from such room.

G. Automatic sprinkler protection shall be required in all buildings, guest rooms and spaces, as mandated by City Code Section 15.04.020 and NFPA 101~~Each existing and newly constructed guest room of a hotel, motel, or extended-stay hotel in existence as of [insert adoption date] shall, at a minimum, be brought into compliance by [insert date three years from adoption date], with sprinkler requirements for new construction set forth in NFPA 101 and City Code Section 15.04.020~~. The fire ~~marshal~~chief shall provide notice to the building owner or agent of any hotel or dormitory that is not in compliance with this paragraph. Within sixty (60) days of receiving such notice of noncompliance, the building owner or agent of such owner shall file an intent to comply with this requirement with the fire ~~marshal~~chief. Unless otherwise noted, it is intended that the provisions of this title be applied to new as well as existing facilities, equipment, structures, or installations that are approved for construction or installation prior to the effective date of this document. Existing facilities, equipment, structures, or installations will have three (3) years from [insert adoption date], to comply with the provisions of this title. The following extensions and exemptions to this requirement shall apply:

1. Hotels, motels, or extended-stay hotels in existence as of [insert adoption date], may receive up to a two-year extension at the discretion of the fire chief based on submitted plans for the installation of the approved supervised sprinkler system. An affidavit shall be submitted to the fire ~~marshal~~chief within sixty (60) days of the end of the three-year period, certifying that the premises is in compliance with the following regulation:

a. No kitchen facilities are installed or operated within any dwelling unit. Microwaves are allowed.

2. NFPA 101: 7.5.3 Exterior Ways of Exit Access.

   a. 7.5.3.1 Exit access shall be permitted to be by means of any exterior balcony, porch, gallery, or roof that conforms to the requirements of this chapter.

   b. 7.5.3.2 The long side of the balcony, porch, gallery, or similar space shall be at least fifty (50) percent open and shall be arranged to restrict the accumulation of smoke.

   c. 7.5.3.3 Exterior exit access balconies shall be separated from the interior of the building by walls and opening protectives as required for corridors, unless the exterior exit access balcony is served by at least two remote stairs that can be accessed without any occupant traveling past an unprotected opening to reach one of the stairs, or unless dead ends on the exterior exit access do not exceed twenty (20) ft. (6100 mm).

H. Each new and existing guest room of a hotel, motel, or extended-stay hotel shall be equipped with a hard-wired smoke detector or smoke alarms whose device housing is tamper-resistant and is powered by a non-replaceable, non-removable energy source capable of powering the alarm for a minimum of ten (10) years from the manufacture's date on the device. All smoke detectors or alarms must be installed and approved by the fire ~~marshal~~chief within one hundred eighty (180) days after [insert adoption date].

I. All new hotels, motels and extended stay hotels must have in place laundry facilities consisting of washer and dryer machines which shall be made available to patrons for a fee. This equipment shall be maintained and in good repair at all times. Laundry supplies (detergent, softener, etc.) may also be made available to patrons for a fee. Washers and dryers should be provided at a ratio of one (1) washer and dryer for every one hundred fifty (150) rooms. For existing hotels, motels and extended-stay hotels, laundry equipment must be installed and in working conditions within one hundred eighty (180) days after [insert adoption date].

~~I.~~J. Each new and existing guest room or dwelling unit of a hotel, motel, or extended-stay hotel with kitchen facilities or amenities other than microwaves shall be equipped with a range-hood fire extinguishing or suppression system or agent, such as Stovetop Firestop, Auto-Out, etc. All hotels, motels and extended stay hotels shall submit a written request to the fire chief for inspection of such range-hood fire extinguishing or suppression systems or agents, within one hundred eighty (180) days of installation or [insert adoption date], which ever date occurs later.

8.28.090 - Common area requirements and parking illumination.

A. The open parking area and all areas surrounding any building or proposed building being a hotel, motel, or extended-stay hotel shall have an average maintained footcandle intensity of at least one (1) footcandle with a minimum allowable intensity of three-tenths of a footcandle. The covered parking area of any hotel, motel, or extended-stay hotel shall have an average maintained footcandle intensity of five-tenths of a footcandle.

B. Any hotel, motel, or extended-stay hotel must provide and maintain security in its parking area. This shall include one (1) or more of the following: live patrol guard, security fencing that is decorative and consistent with the zoning code, or other security measures approved in writing by the chief of police<u>, or his designee,</u> to meet the minimum security standards required by this title. All hotels, motels, or extended-stay hotels must maintain a security plan which shall include all implemented security measures. Security plans and documentation for approved alternative security measures shall be kept on file and made available to the city within a reasonable time upon request.

8.28.100 - Smoking.

A. Smoking is prohibited in all hotel, motel, or extended-stay hotel rooms with the exception of designated smoking areas. <u>Each hotel, motel, or extended-stay hotel shall provide a designated smoking area for guests, outside of the parking lot, to prevent guests from loitering in the parking lot to smoke.</u>

B. Smoking is prohibited except in designated smoking areas. Smoking is expressly prohibited in exterior breezeways, stairwells, or within twenty-five (25) feet of any guest room or doors used for ingress or egress.

8.28.110 - Video surveillance systems.

A. For the purpose of this title, "video surveillance system" (VSS) means a continuous digital surveillance system including cameras, cabling, monitors, and digital video recorders (DVR).

B. Every owner, operator, keeper or proprietor of any new or existing hotel, motel, or extended-stay hotel is required to install a VSS within one hundred eighty (180) days of [insert <u>adoption</u> date]. All hotels, motels, and extended-stay hotels, which have installed a VSS prior to the effective date of this title, shall ensure said systems are in full compliance with this title and request an approval assessment from the chief of police within one hundred eighty (180) days of the effective date of this title.

C. All VSS shall be maintained in proper working order at all times, be kept in continuous operation twenty-four (24) hours a day, seven (7) days a week, and meet the minimum technological standards established in this title. The hotel, motel, or extended-stay hotel shall retain the continuous digital images recorded by this system for no less than twenty-one (21) days.

D. All VSS shall have no less than one (1) camera dedicated to each register or check-out stand, entrance/exit, interior hallway and lobby, swimming pool area, exercise facility, loading dock, and parking lots or areas designated for customer and/or employee parking use. The placement of cameras included in VSS required under this title must be approved by the chief of police<u> or his designee</u>. The chief of police<u>, or his designee,</u> will conduct an assessment of each site required to install a VSS prior to installation of said system, and upon approval will issue an approval notice which will be placed in plain view inside the common area of the hotel, motel, or extended-stay hotel. This approval notice will also inform customers and employees of the presence of the VSS. Existing VSS at any hotel, motel, or extended-stay hotel as of the effective date of this title will be evaluated to ensure full compliance with this title.

E. The VSS shall be subject to regular inspection by the chief of police, or his designee, who is authorized to inspect any such system, at reasonable times to determine whether it conforms to this title. If the VSS does not conform, the hotel, motel, or extended-stay hotel, in question, shall take immediate steps, not to exceed 30 days, to bring the system back into compliance.

F. The city, ~~city police department will~~police chief, or police chief's designee, may develop, maintain and publish on the city website additional VSS standards ~~that provide the minimum standards~~ for VSS equipment, installation, and maintenance. Any new standards or changes to existing standards may~~will~~ be issued in conjunction with annual business license renewal notices and become effective on May 1 of each year.

8.28.120 - Loitering and juvenile curfew.

A. All hotel, motel, or extended-stay hotel operators will advise patrons and guests verbally, upon registration, and through posted signage that loitering is prohibited.

B. No person(s) shall loiter in or upon any hotel, motel, or extended-stay hotel parking lot, public parking structure or in or around any building to include breezeways, stairwells or hotel, motel, or extended-stay hotel rooms either on foot or in or upon any conveyance being driven or parked thereon, without the permission of the owner, operator, keeper or proprietor or the hotel, motel, or extended-stay hotel. Smoking by patrons of the establishment in areas designated by the establishment for smoking shall not constitute loitering.

C. The common areas of a hotel, motel, or extended-stay hotel shall be considered an establishment.

8.28.130 - Violations and penalties.

A. The objective of enforcement is compliance.

B. Any violation of the provisions of this title shall be punishable as allowed by law. Any person or entity violating the provisions of this title shall be guilty of a separate offense for each and every day during which any violation of any provision of this title is committed, continued, or permitted by that person and shall be punished accordingly.

C. The violation of the provisions of this title may be abated as a nuisance and/or enforced in any and all manners allowed by law.

D. The violation of all provisions of this title by any person may be enjoined by instituting appropriate proceedings for injunction in any court of competent jurisdiction. Such actions may be maintained notwithstanding that other adequate remedies of law exist. Such actions may be instituted in the name of the city.

E. If convicted of a violation of this title, the court shall impose a fine in accordance with the following schedule:

1. First conviction in a calendar year: a minimum of ~~two hundred fifty~~one hundred dollars ($100~~250~~.00);

2. Second conviction in a twelve-month period measured from the date of the first conviction: a minimum of one~~five~~ hundred fifty dollars ($150~~500~~.00);

3. Third conviction in a twelve-month period measured from the date of the first conviction: a minimum of two~~seven~~ hundred fifty dollars ($250~~750~~.00); and

4. Fourth conviction in a twelve-month period measured from the date of the first conviction: a minimum of five hundred~~one thousand~~ dollars ($500~~1,000~~.00).

8.28.140 - Responsibility for enforcement.

A. City personnel shall have the authority to inspect establishments governed under this title during the hours in which the premises are open for business.

B. These inspections shall be made for the purpose of verifying compliance with the requirements of this title and state law.

8.28.150 - Right of entry.

A. When there is probable cause to make an inspection to enforce the provisions of this title, or whenever there is reasonable cause to believe that there exists a condition in violation of this title, city personnel are authorized to enter the structure or premises, including individual rooms, at reasonable times to inspect or perform the duties imposed by this title.

B. If such structure or premises is occupied, city personnel shall present credentials to the occupant and request entry. If entry is refused by occupant, city personnel shall have recourse to the remedies provided by law to secure entry. If such structure or premises is unoccupied, city personnel shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused by the owner or other person having charge or control of the structure refuses entry, city employees shall have recourse to all methods of entry allowed by law, and the owner and responsible party shall be in violation of this title and subject to punishment under this title.

8.28.160 - Unlawful operation declared nuisance.

Any hotel, motel, or extended-stay hotel operated, conducted or maintained contrary to the provisions of this title may be declared to be unlawful and a public nuisance. The city may, in addition, or in lieu of all other remedies, commence actions or proceedings for abatement, removal or enjoinment thereof, in any~~the~~ manner ~~provided by state law and this title~~allowed by law.

****

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

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

(b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. No section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance.

Section 3. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Ordinance for proofing and renumbering purposes.

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

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

ATTEST: CITY OF MCDONOUGH, GEORGIA:

______________________________ ______________________________

Christy L. Taylor, City Clerk Sandra Vincent, Mayor