



AGENDA ITEM SUMMARY
July 6, 2023, City Council Workshop
Item Number: 9

Presented by: Deborah Upshaw and Mike Clark
Bill Ross, Ross+Associates

Department: Finance

ITEM SUMMARY:

A Public Hearing before the Mayor and Council will be held prior to any decision on the request for adoption of the Resolution to consider comments from any persons wishing to be heard.

Request adoption of a Resolution authorizing the transmittal of the Draft Annual Update Report for the Fiscal Year Ended June 30, 2022, to the City's adopted Capital Improvements Element, relating to the City's Impact Fee Program to the Atlanta Regional Commission for Regional and State Review.

SPECIAL CONSIDERATIONS OR CONCERNS:

None.

STAFF RECOMMENDATION:

Adopt Resolution 23-07-06, to transmit the Draft Annual Update Report for the year ended June 30, 2022, to the Atlanta Regional Commission after consideration of comments made during the Public Hearing.

FINANCIAL IMPACT:

None.

FUNDING SOURCE:

ATTACHMENTS:

Draft Annual Update Report for the Year Ended June 30, 2022
Proposed Resolution of Transmittal

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☒ No



Capital Improvements Element

2023 Annual Update: FY 2022 Financial Report & Community Work Program McDonough, Georgia

Draft: July 6, 2023

ROSS+associates

urban planning & plan implementation

in association with HatleyPlans, LLC

This CIE Annual Update covers the fiscal year 2021, and is based on the *Capital Improvements Element* adopted by the City in 2003, and subsequently amended March 18, 2019.

The City's fiscal year runs from July 1 through June 30.

This Annual Update has been prepared based on the rules and regulations pertaining to impact fees in Georgia, as specified by the *Development Impact Fee Act* (DIFA) and the Department of Community Affairs (DCA) documents *Development Impact Fee Compliance Requirements* and *Standards and Procedures for Local Comprehensive Planning*. These three documents dictate the essential elements of an Annual Update, specifically the inclusion of a financial report and a schedule of improvements.

According to DCA's Compliance Requirements, the Annual Update:

"must include: 1) the Annual Report on impact fees required under O.C.G.A. 36-71-8; and 2) a new fifth year schedule of improvements, and any changes to or revisions of previously listed CIE projects, including alterations in

project costs, proposed changes in funding sources, construction schedules, or project scope." (Chapter 110-12-2-.03(2)(c))

Financial Report

The Financial Report included in this document is based on the requirements of DIFA, specifically:

"As part of its annual audit process, a municipality or county shall prepare an annual report describing the amount of any development impact fees collected, encumbered, and used during the preceding year by category of public facility and service area." (O.C.G.A. 36-71-8(c))

The required financial information for each public facility category appears in the main financial table (page 2); all of the public facility categories have a single, city-wide service area. The status of all impact fee projects, by public facility category, is shown on the tables beginning on page 3.

¹ Note that DCA's Compliance Requirements specify that the work program is to meet the requirements of Chapter 110-12-1-.04(7)(a), which is a reference to the work program

Schedule of Improvements

In addition to the financial report, the City has prepared a five-year schedule of improvements—a community work program (CWP)—as specified in DCA's Compliance Requirements (Chapter 110-12-2-.03(2)(c)), which states that local governments that have a CIE must "update their entire Short Term [i.e., Community] Work Programs annually."¹

According to DCA's requirements,² the CWP must include:

- A brief description of the activity;
- Legal authorization, if applicable;
- Timeframe for undertaking the activity;
- Responsible party for implementing the activity;
- Estimated cost (if any) of implementing the activity; and,
- Funding source(s), if applicable.

All of this information appears in the Community Work Program portion of this document beginning on page 7.

Planning. The correct current description is found at Chapter 110-12-1-.04(2)(b)1.

² Chapter 110-12-1-.03(3).

requirements in a previous version of the *Standards and Procedures for Local Comprehensive*

Mathematical errors have been discovered in the 2022 Annual Update Report covering FY 2021.
The corrected summary table follows:

IMPACT FEE FINANCIAL REPORT

City of McDonough GA	Annual Impact Fee Financial Report - Fiscal Year 2021 Revised					
Public Facility	Fire Department City-wide	Police Department City-wide	Parks & Recreation City-wide	CIE Cost Recovery	Administration	TOTAL
Service Area						
Impact Fee Fund Balance June 30, 2020	\$ 189,242.07	\$ -	\$ 544,459.73	\$ (25,438.87)	\$ 14,527.13	\$ 722,790.06
Impact Fees Collected (July 1, 2020 through June 30, 2021)	\$ 218,859.53	\$ 232,769.71	\$ 140,281.50	\$ 1,221.69	\$ 17,714.56	\$ 610,847.00
Accrued Interest	\$ 77.75	\$ 82.69	\$ 49.83	\$ 0.43	\$ 6.29	\$ 217.00
Subtotal: Fee Accounts	\$ 218,937.28	\$ 232,852.40	\$ 140,331.33	\$ 1,222.13	\$ 17,720.86	\$ 611,064.00
(Impact Fee Refunds)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(Expenditures)	\$ (100,300.89)	\$ (8,984.00)	\$ (7,200.00)	\$ (5,048.00)	\$ (8,400.00)	\$ (129,932.89)
Impact Fee Fund Balance June 30, 2021	\$ 307,878.46	\$ 223,868.40	\$ 677,591.06	\$ (29,264.74)	\$ 23,847.99	\$ 1,203,921.17
Impact Fees Encumbered	\$ 307,878.46	\$ 223,868.40	\$ 677,591.06			\$ 1,209,337.93

Note: All figures shown rounded to whole cents. City financial records maintain the actual amounts.

IMPACT FEE FINANCIAL REPORT

City of McDonough GA		Annual Impact Fee Financial Report - Fiscal Year 2022					
Public Facility	Fire Department City-wide	Police Department City-wide	Parks & Recreation City-wide	CIE Cost Recovery	Administration	TOTAL	
Service Area							
Impact Fee Fund Balance June 30, 2021	\$ 307,878.46	\$ 223,868.40	\$ 677,591.06	\$ (29,264.74)	\$ 23,847.99	\$ 1,203,921.17	
Impact Fees Collected (July 1, 2021 through June 30, 2022)	\$ 365,568.99	\$ 388,803.66	\$ 828,034.75	\$ 3,057.27	\$ 44,330.42	\$ 1,629,795.09	
Accrued Interest	\$ 120.45	\$ 128.10	\$ 272.82	\$ 1.01	\$ 14.61	\$ 536.98	
Transfer of Administrative Funds to CIE Cost Recovery	\$ -	\$ -	\$ -	\$ 30,926.47	\$ (30,926.47)	\$ -	
Total Net Receipts	\$ 365,689.44	\$ 388,931.76	\$ 828,307.57	\$ 33,984.74	\$ 13,418.56	\$ 1,630,332.07	
Impact Fee Project Expenditures	\$ 35,519.70	\$ 143,936.60	\$ -	\$ -	\$ -	\$ 179,456.30	
Transfer of Administrative Funds to City of McDonough	\$ -	\$ -	\$ -		\$ 8,400.00	\$ 8,400.00	
CIE Annual Update	\$ -	\$ -	\$ -	\$ 4,720.00	\$ -	\$ 4,720.00	
Impact Fee Refunds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Expenditures	\$ 35,519.70	\$ 143,936.60	\$ -	\$ 4,720.00	\$ 8,400.00	\$ 192,576.30	
Net Revenue over (under) Expenditures	\$ 330,169.74	\$ 244,995.16	\$ 828,307.57	\$ 29,264.74	\$ 5,018.56	\$ 1,437,755.78	
Impact Fee Fund Balance June 30, 2022	\$ 638,048.20	\$ 468,863.56	\$ 1,505,898.63	\$ -	\$ 28,866.55	\$ 2,641,676.93	
Impact Fees Encumbered	\$ 638,048.20	\$ 468,863.56	\$ 1,505,898.63			\$ 2,612,810.39	

FY 2022 Financial Report: Project Tables

Public Facility: **Parks & Recreation**
 Responsible Party: Public Services Department
 Service Area: Citywide

Project Description*	Project Start Date	Project End Date	Local Cost of Project*	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	FY 2022 Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Under CIE adopted in 2003								
Park B Facility Expansion (Avalon)	2018	2022	\$ 2,000,000.00	100.00%	\$ 2,000,000.00			
Park C Facility Expansion (Alexander)	2018	2022	\$ 1,330,000.00	100.00%	\$ 1,330,000.00	-		
Future Park D (Hope Park)	2018	2022	\$ 535,000.00	100.00%	\$ 535,000.00			
Under CIE adopted March 18, 2019								
Park Acres	2025	2040	\$ 17,097,495.74	100.00%	17,097,495.74			
Baseball/Softball Fields	**	**	\$ 4,348,423.80	96.96%	4,216,123.71			
Batting Cages	**	**	\$ 21,028.31	100.00%	21,028.31			
Football Fields	**	**	\$ 884,831.71	100.00%	884,831.71			
Multi-Purpose Fields	**	**	\$ 289,960.63	100.00%	289,960.63			
Tennis Courts	**	**	\$ 1,740,749.50	96.96%	1,687,775.87			
Pickleball Courts	2022	2023	\$ 394,280.75	42.11%	166,023.53		\$ 166,023.53	6 courts
Basketball Courts (Full Court)	**	**	\$ 290,289.20	96.96%	281,456.23			
Basketball Courts (Half Court)	**	**	\$ 48,381.53	72.72%	35,182.03			
Playgrounds	2022	2023	\$ 1,514,530.92	93.49%	1,416,006.87		\$ 166,023.53	2 playgrounds
Pavilions	2022	2024	\$ 484,636.75	100.00%	484,636.75		\$ 484,636.75	5 pavilions
Restroom Buildings	2023	2024	\$ 149,485.34	100.00%	149,485.34		\$ 149,485.34	2 buildings
Concessions Stands	**	**	\$ 93,428.34	72.72%	67,939.11			
Restroom/Concessions/Storage	2027	2030	\$ 603,690.79	96.96%	585,321.58			
Storage Buildings	**	**	\$ 215,603.85	72.72%	156,782.57			
Band Shell/Amphitheaters	2025	2026	\$ 1,068,066.16	63.15%	674,470.87			
Splash Pad	2022	2022	\$ 440,773.02	72.72%	320,520.83		\$ 320,520.83	Avalon Park
Disc Golf Courses	2023	2024	\$ 147,875.82	42.10%	62,258.85		\$ 62,258.85	2 courses
Walking Trails	2027	2030	\$ 385,029.58	100.00%	385,029.58			
Benches	2023	2030	\$ 29,571.06	96.96%	28,671.26		\$ 28,671.26	2 benches
Parking Spaces	2023	2026	\$ 4,529,135.81	99.98%	4,528,240.50		\$ 128,278.53	55 spaces
			\$ 34,777,268.61		\$ 33,539,241.86	\$ -	\$ 1,505,898.63	

* All dollar amounts are Net Present Value

** Not yet programmed.

Public Facility: Police Buildings and Equipment

Responsible Party: Police Department

Service Area: Citywide

Project Description	Project Start Date	Project End Date	Local Cost of Project*	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	FY 2022 Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Storage Building Expansion	2022	2022	\$ 51,904.35	100.00%	\$ 51,904.35			
Simpson Street Precinct	2022	2022	\$ 582,910.17	100.00%	\$ 582,910.17	\$ 82,879.30	\$ 468,863.56	Underway
Vehicle	2023	2023	\$ 35,459.48	100.00%	\$ 35,459.48	\$ 30,528.65		
Emergency Power Systems	2019	2019	\$ 101,312.80	100.00%	\$ 101,312.80			
Station 53	2020	—	\$ 2,002,852.76	100.00%	\$ 2,002,852.76			
Vehicle	2025	2026	\$ 36,396.61	100.00%	\$ 36,396.61	\$ 30,528.65		
Vehicle	2027	2027	\$ 37,358.51	100.00%	\$ 37,358.51			
Law Enforcement Complex Phase I	2028	2030	\$ 2,656,479	100.00%	\$ 2,656,478.63			
Vehicle	2028	2028	\$ 38,849.24	100.00%	\$ 38,849.24			
Vehicle	2030	2030	\$ 39,875.96	100.00%	\$ 39,875.96			
Vehicle	2032	2032	\$ 41,467.13	100.00%	\$ 41,467.13			
Law Enforcement Complex Phase II	2033	2033	\$ 3,225,782	100.00%	\$ 3,225,781.97			
Vehicle	2033	2033	\$ 42,563.04	100.00%	\$ 42,563.04			
Vehicle	2036	2036	\$ 44,261.44	100.00%	\$ 44,261.44			
Vehicle	2038	2038	\$ 45,431.20	100.00%	\$ 45,431.20			
Vehicle	2040	2040	\$ 46,631.86	100.00%	\$ 46,631.86			
			\$ 9,029,535.15		\$ 9,029,535.15	\$ 143,936.60	\$ 468,863.56	

* All dollar amounts are Net Present Value

Public Facility: Fire Stations and Equipment
Responsible Party: Fire Department
Service Area: Citywide

Project Description	Project Start Date	Project End Date	Local Cost of Project*	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	FY 2022 Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Storage Building Expansion	2022	2022	\$ 22,302.65	100.00%	\$ 22,302.65		\$ 22,302.65	
Brush Truck	2022	2022	\$ 202,625.59	100.00%	\$ 202,625.59		\$ 202,625.59	
Command Vehicle	2023	2023	\$ 194,520.57	100.00%	\$ 194,520.57		\$ 194,520.57	
Rescue ATV	2027	2027	\$ 19,452.06	100.00%	\$ 19,452.06			
Station 53	2020	—	\$ 3,719,584.54	100.00%	\$ 3,719,584.54		\$ 153,818.20	Delayed
Simpson Street Precinct	2021	2022	\$ 52,220.00	100.00%	\$ 52,220.00	\$ 35,519.70	\$ 16,700.30	
Ladder Truck	2023	2023	\$ 872,464.04	100.00%	\$ 872,464.04			
Pumper Truck	2024	2024	\$ 359,249.90	100.00%	\$ 359,249.90			
Brush Truck	2025	2025	\$ 205,285.66	100.00%	\$ 205,285.66			
Administrative Vehicle	2021	2021	\$ 48,080.89	100.00%	\$ 48,080.89		\$ 48,080.89	
Pumper Truck	2030	2030	\$ 409,298.09	100.00%	\$ 409,298.09			
Ladder Truck	2030	2030	\$ 872,464.04	100.00%	\$ 872,464.04			
Command Vehicle	2030	2030	\$ 98,537.12	100.00%	\$ 98,537.12			
New Fire Station	2030	2030	\$ 1,654,302.44	100.00%	\$ 1,654,302.44			
Administrative Vehicle	2034	2034	\$ 40,288.09	100.00%	\$ 40,288.09			
Administrative Vehicle	2040	2040	\$ 43,567.48	100.00%	\$ 43,567.48			
			\$ 8,814,243.17		\$ 8,814,243.17	\$ 35,519.70	\$ 638,048.20	

* All dollar amounts are Net Present Value

2023-2027 COMMUNITY WORK PROGRAM

Impact Fee Projects only, based on CIE of March 18, 2019

The following impact fee funded projects are contained in this Capital Improvements Element Annual Update Report and amend the Community Work Program contained in the McDonough portion of the Henry County Joint Comprehensive Plan.

Category	Action/Item	2023	2024	2025	2026	2027	Responsible Party	Cost Estimate	Funding Source
Fire Protection	Storage Building Expansion (Fire Dept. portion)	✓					Fire Department	\$ 22,302.65	100% Impact Fees
Fire Protection	Purchase Brush Truck	✓					Fire Department	\$ 202,625.59	100% Impact Fees
Fire Protection	Purchase Command Vehicle	✓					Fire Department	\$ 194,520.57	100% Impact Fees
Fire Protection	Construct Station 53 (Fire Dept. portion) - Delayed						Fire Department	\$ 3,719,584.54	100% Impact Fees
Fire Protection	Purchase Ladder Truck	✓					Fire Department	\$ 872,464.04	100% Impact Fees
Fire Protection	Purchase Pumper Truck		✓				Fire Department	\$ 359,249.90	100% Impact Fees
Fire Protection	Purchase Brush Truck			✓			Fire Department	\$ 205,285.66	100% Impact Fees

Category	Action/Item	2023	2024	2025	2026	2027	Responsible Party	Cost Estimate	Funding Source
Fire Protection	Purchase Administrative Vehicle				✓		Fire Department	\$ 48,080.89	100% Impact Fees
Law Enforcement	Construct Storage Building Expansion (Police Dept. portion)	✓					Police Department	\$ 51,904.35	100% Impact Fees
Law Enforcement	Construct Simpson St. Precinct	✓					Police Department	\$ 582,910.17	100% Impact Fees
Law Enforcement	Construct Station 53 (Police Dept. portion) - Delayed						Police Department	\$ 2,002,852.76	100% Impact Fees
Law Enforcement	Purchase Police Vehicle		✓				Police Department	\$ 36,396.61	100% Impact Fees
Law Enforcement	Purchase Police Vehicle					✓	Police Department	\$ 37,358.51	100% Impact Fees
Parks & Recreation	Construct 6 Pickleball Courts	✓	✓				Public Works Department	\$ 166,023.53	42.11% Impact Fees; SPLOST
Parks & Recreation	Construct 2 Playgrounds	✓					Public Works Department	\$ 166,023.53	93.49% Impact Fees; SPLOST
Parks & Recreation	Construct 5 Pavilions	✓					Public Works Department	\$ 484,636.75	100% Impact Fees
Parks & Recreation	Construct 2 Restroom Buildings	✓	✓				Public Works Department	\$ 149,485.34	100% Impact Fees

Category	Action/Item	2023	2024	2025	2026	2027	Responsible Party	Cost Estimate	Funding Source
Parks & Recreation	Construct Splash Pad		✓				Public Works Department	\$ 320,520.83	72.72% Im-pact Fees; SPLOST
Parks & Recreation	Construct 2 Disc Golf Courses		✓				Public Works Department	\$ 62,258.85	42.10% Im-pact Fees; SPLOST
Parks & Recreation	Provide 2 Benches				✓		Public Works Department	\$ 28,671.26	96.96% Im-pact Fees; SPLOST
Parks & Recreation	Add 55 Parking Spaces					✓	Public Works Department	\$ 128,278.53	99.98% Im-pact Fees; SPLOST

**City of McDonough
State of Georgia**

RESOLUTION NO. 23-07-06

**A RESOLUTION AUTHORIZING THE TRANSMITTAL OF A DRAFT CAPITAL
IMPROVEMENTS ELEMENT ANNUAL UPDATE REPORT FOR 2022 TO THE ATLANTA
REGIONAL COMMISSION FOR REGIONAL AND STATE REVIEW**

WHEREAS, the City of McDonough previously adopted a Capital Improvements Element as an amendment to the *McDonough Comprehensive Plan*; and

WHEREAS, the City of McDonough has drafted a Capital Improvements Element 2023 Annual Update report, which incorporates an impact fee financial report for FY 2022 along with an updated Community Work Program; and

WHEREAS, the draft Capital Improvements Element 2022 Annual Update was prepared in accordance with the "Development Impact Fee Compliance Requirements" and the "Minimum Planning Standards and Procedures for Local Comprehensive Planning" adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and a duly advertised Public Hearing was held on July 6, 2023, at 6:00 p.m. in the City of McDonough City Hall, 136 Keys Ferry Street, McDonough, Georgia;

BE IT HEREBY RESOLVED that the Mayor and Council does authorize the transmittal of the draft Capital Improvements Element 2022 Annual Update report to the Atlanta Regional Commission for Regional and State review, as per the requirements of the Development Impact Fee Compliance Requirements adopted pursuant to the Georgia Planning Act of 1989.

ADOPTED this 6th day of July, 2023.

Sandra Vincent, Mayor

Attest:

Christy L. Taylor, City Clerk

AGENDA ITEM SUMMARY
July 6, 2023, City Council Workshop
Item Number: 10



Presented by: Chief Dave Williams

Department: Public Safety - Fire

ITEM SUMMARY:

Request approval to purchase one (1) 2023 Chevrolet Tahoe from Brannen Ford as a replacement due to the age and mileage of the current Battalion Chief duty vehicle. This item was included and approved in the 2023-24 Budget Process for Capital Outlay items.

SPECIAL CONSIDERATIONS OR CONCERNS:

Several dealerships were contacted to locate a suitable SUV for the Battalion Chiefs. Orders for these types of vehicles have been closed until 2024, and pricing will increase once reopened. Brannen Ford is the only dealer contacted who has available inventory. They currently have one (1) 2023 Tahoe in stock, which is on hold for the City of McDonough, pending the approval to purchase.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

\$47,000.00

FUNDING SOURCE:

Line Item: 360.5.3520.54.2200 2023-2024 Impact Fees

ATTACHMENTS:

Sales Quote from Brannen Ford
Email from Bellamy Strickland Chevrolet

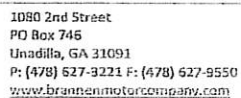
OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance



City of McDonough

INVOICE NO.

20230628

CUST. NO.	STOCK NO	YEAR MAKE	MODEL	NEW OR USED	SERIAL NO.	KEY	SALESMAN
		2023 Chevrolet	Tahoe	New	1GNSCLED2PR393638	Z0279	J. Reed

INSURANCE COVERAGE INCLUDES

FIRE AND THEFT
COLLISION AMT. DEDUCT

PUBLIC LIABILITY - AMT.
PROPERTY DAMAGE - AMT.

PRICE OF CAR	FREIGHT AND HANDLING	OPTIONAL EQUIP. ACCESS.
10,000	1,000	500
12,000	1,200	600
14,000	1,400	700
16,000	1,600	800
18,000	1,800	900
20,000	2,000	1,000
22,000	2,200	1,100
24,000	2,400	1,200
26,000	2,600	1,300
28,000	2,800	1,400
30,000	3,000	1,500
32,000	3,200	1,600
34,000	3,400	1,700
36,000	3,600	1,800
38,000	3,800	1,900
40,000	4,000	2,000
42,000	4,200	2,100
44,000	4,400	2,200
46,000	4,600	2,300
48,000	4,800	2,400
50,000	5,000	2,500
52,000	5,200	2,600
54,000	5,400	2,700
56,000	5,600	2,800
58,000	5,800	2,900
60,000	6,000	3,000
62,000	6,200	3,100
64,000	6,400	3,200
66,000	6,600	3,300
68,000	6,800	3,400
70,000	7,000	3,500
72,000	7,200	3,600
74,000	7,400	3,700
76,000	7,600	3,800
78,000	7,800	3,900
80,000	8,000	4,000
82,000	8,200	4,100
84,000	8,400	4,200
86,000	8,600	4,300
88,000	8,800	4,400
90,000	9,000	4,500
92,000	9,200	4,600
94,000	9,400	4,700
96,000	9,600	4,800
98,000	9,800	4,900
100,000	10,000	5,000

	\$47,000.00
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OPTIONAL EQUIPMENT AND ACCESSORIES

GROUP	DESCRIPTION	PRICE
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TAX
LICENSE AND TITLE
TOTAL CASH PRICE

N/A

FINANCING
INSURANCE
TOTAL TIME PRICE

N/A

SETTLEMENT:

DEPOSIT
CASH ON DELIVERY
USED CAR:
TYPE
SERIAL NO

ENGINE NO.
PAYMENTS.

TOTAL

\$47,000.00

ALWAYS SHOW SERIAL, ENGINE AND KEY NUMBERS

2023 TAHOE 2ND POLICE VEHICLE

GENERAL MOTORS LLC

GAZ SUMMIT WHITE

/V8G

HIT JET BLACK

RENAISSANCE CENTER

ORDER NO. BQPTST/FMR STOCK NO.

DETROIT MI 48243-1114

VIN 1GN SCLE D6 PR241443

ADJUSTMENT INVOICE 1XD44937489

*****1136*****13*08067S

MODEL & FACTORY OPTIONS

FLEET

CC10706 TAHOE 2ND POLICE VEHICLE 46250.00

INVOICE 04/26/23

BCV AUTO DOOR LOCK DISABLE 50.00

SHIPPED 12/12/22

FE9 50-STATE EMISSIONS N/C

EMP I/T 01/02/23

L84 ENGINE, 5.3L ECOTEC3 V8 N/C

INT COM 05/04/23

MHU TRANSMISSION, 10-SPEED AUTO N/C

PRC EFF 05/19/22

VQ2 FLEET ORDERING ASSISTANCE 0.00

KEYS XXXXX XXXXX

WFF-S QTR OPT-1

DELETE

FAN: 000834038

R6D

CHG-TO 08-067

SHIP WT: 5428

HP: 45.4

GVWR: 7400

GVWR.FT: 3700

GVWR.RR: 4300

NTR: 1/2

TOTAL MODEL & OPTIONS 46300.00

DESTINATION CHARGE 1795.00

TOTAL 48095.00

Total= \$47,000.00

BRANDEN MOTOR COMPANY

David Williams

From: Christa Mooney <Christamooney@bellamystrickland.net>
Sent: Tuesday, February 21, 2023 5:03 PM
To: William VonDenBosch
Cc: David Williams; John Winter
Subject: Re: Quotes for budget

CAUTION * This email originated from OUTSIDE of the City of McDonough. Do not click links or open attachments unless you recognize the sender or know the content is safe.**

Billy / David:

Budget Price -

2023 1500 4x4 ext cab Work Truck package, V8, towing package, convenience package	\$47,775
2023 3500 4x4 ext cab Work Truck package, Gas, 14,000 GVW, convenience package	\$51,955
2023 Tahoe - 2wd LS Tahoe	\$58,095

Please note that pricing is estimated only for 2023 MY product and based on availability of dealer inventory (2023 MY fleet orders have been cut off). 2024 MY product will be announced Q2-Q3 and will have price increases.

Thank you.

Christa Mooney
Bellamy-Strickland Fleet and Commercial Truck Sales
103 Park West Dr.
McDonough, GA 30253
770-954-3017 ; fax 770-954-3014

From: William VonDenBosch <WVondenbosch@McDonoughGa.org>
Sent: Monday, February 6, 2023 3:15 PM
To: Christa Mooney <Christamooney@bellamystrickland.net>
Cc: David Williams <DWilliams@McDonoughGa.org>
Subject: Quotes for budget

Can you give me cost for a Chevrolet 1500 4x4 extended cab and a Chevrolet 3500 4x4 extended cab work truck.

I think David needs some prices as well.

Thanks

William VonDenBosch
Public Works Director
305 Racetrack Rd

12

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:

Section 1. 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.

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

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

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

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

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

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

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

99
100 *Public nuisance* shall mean a condition, obstruction or use of property allowed or continued
101 by any person, legal entity or agent, that interferes with the comfortable enjoyment of life and
102 property by the neighborhood, community, or members of the public; or which can cause hurt,
103 damage, inconvenience or affect or offend an ordinary, reasonable person.

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

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

110 **8.28.030 - Provisions applicable to hotels, motels, and extended-stay hotels.**

- 111 A. Unless expressly exempted under this title, all public-facing entry point doors on ~~For any~~
112 the premises of a hotel, motel, or extended stay hotel ~~permitted for construction after~~
113 [insert date], any public-facing entry points to the premises must require a magnetic or
114 electronic keycard/locking device for access. Public facing entry point doors shall have
115 operating automatic closures, key entry and shall remain locked at all times between the
116 hours of 9:00 p.m. and 6:00 a.m. Additionally, all entry point doors shall be equipped
117 with an alarm or other device that will alert hotel, motel, or extended-stay hotel security,
118 attendants, or other employees that the door has been opened or remains open. These
119 requirements are not applicable to entry points that enter directly into the lobby of the
120 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

162 areas may be used in determining the square footage required by this subsection. An
163 extended-stay hotel is considered constructed only after a certificate of occupancy is
164 issued.

165 **8.28.060 - Responsibilities, access, and registration requirements.**

- 166 A. Every owner, operator, keeper or proprietor of any hotel, motel, or extended-stay hotel
167 shall, without delay, report violations of law to the city police department that were either
168 witnessed or made known to them by an employee, patron, guest, visitor or other person
169 on the premises.
- 170 B. Every owner, operator, keeper or proprietor of any hotel, motel, or extended-stay hotel
171 shall, at all times, maintain a manager on duty capable of assisting, communicating, and
172 cooperating with the police or other law enforcement officials in maintaining the public
173 health, welfare, and safety.
- 174 C. All information required to be procured and kept pursuant to this title shall be kept
175 strictly confidential in accordance with state and federal law and shall not be provided to
176 any person except to a federal or state law enforcement officer or to any officer
177 empowered to enforce this title.
- 178 D. All information required to be procured and kept pursuant to this title shall be provided to
179 any federal or state law enforcement officers, or local sworn enforcement officer
180 empowered to enforce this title, upon demand of the officer and a representation by said
181 officer that a reasonable suspicion exists that such information is relevant to a then-
182 pending inquiry or investigation. Nothing in this requirement shall be construed as giving
183 any such officer any greater right or license to enter a room or invade privacy than the
184 officer shall otherwise possess as a matter of law, probable cause, constitutional law,
185 statutory right, or warrant.
- 186 E. Every owner, operator, keeper or proprietor of any hotel, motel, or extended-stay hotel
187 shall keep a record of all rental agreements between the hotel, motel, or extended-stay
188 hotel and all patrons and their guests, and make these records available to the city within
189 a reasonable time upon request. For the purposes of this title, the term "record" shall
190 mean the hotel, motel, or extended-stay hotel's electronic guest registration system which
191 stores guest identifying information. In the event the hotel, motel, or extended-stay hotel
192 does not have an electronic guest registration system, the hotel, motel, or extended-stay
193 hotel shall record the guest, patron and their guest's information in a paper record or
194 reservation book. The following information, at a minimum, must be recorded at the time
195 of registration and maintained for a period of no less than one hundred eighty (180) days
196 after the rental agreement's termination:
- 197 1. The full name, phone number, and home address of each patron and overnight
198 guest. If the patron is a tourism company or other business, only the patron shall
199 be required to provide this information;
 - 200 2. The total number of occupants (patrons and guests) registered in each room;
 - 201 3. The room number assigned to each patron and guest;
 - 202 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. Every operator, owner, keeper, or proprietor of any hotel, motel, or extended-stay hotel shall comply with the following requirements:

- 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:
- 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.

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

333 **8.28.100 - Smoking.**

- 334 A. Smoking is prohibited in all hotel, motel, or extended-stay hotel rooms with the exception
335 of designated smoking areas. Each hotel, motel, or extended-stay hotel shall provide a
336 designated smoking area for guests, outside of the parking lot, to prevent guests from
337 loitering in the parking lot to smoke.
- 338 B. Smoking is prohibited except in designated smoking areas. Smoking is expressly
339 prohibited in exterior breezeways, stairwells, or within twenty-five (25) feet of any guest
340 room or doors used for ingress or egress.

341 **8.28.110 - Video surveillance systems.**

- 342 A. For the purpose of this title, "video surveillance system" (VSS) means a continuous
343 digital surveillance system including cameras, cabling, monitors, and digital video
344 recorders (DVR).
- 345 B. Every owner, operator, keeper or proprietor of any new or existing hotel, motel, or
346 extended-stay hotel is required to install a VSS within one hundred eighty (180) days of
347 [insert adoption date]. All hotels, motels, and extended-stay hotels, which have installed a
348 VSS prior to the effective date of this title, shall ensure said systems are in full
349 compliance with this title and request an approval assessment from the chief of police
350 within one hundred eighty (180) days of the effective date of this title.
- 351 C. All VSS shall be maintained in proper working order at all times, be kept in continuous
352 operation twenty-four (24) hours a day, seven (7) days a week, and meet the minimum
353 technological standards established in this title. The hotel, motel, or extended-stay hotel
354 shall retain the continuous digital images recorded by this system for no less than twenty-
355 one (21) days.
- 356 D. All VSS shall have no less than one (1) camera dedicated to each register or check-out
357 stand, entrance/exit, interior hallway and lobby, swimming pool area, exercise facility,
358 loading dock, and parking lots or areas designated for customer and/or employee parking
359 use. The placement of cameras included in VSS required under this title must be
360 approved by the chief of police or his designee. The chief of police, or his designee, will
361 conduct an assessment of each site required to install a VSS prior to installation of said
362 system, and upon approval will issue an approval notice which will be placed in plain
363 view inside the common area of the hotel, motel, or extended-stay hotel. This approval
364 notice will also inform customers and employees of the presence of the VSS. Existing
365 VSS at any hotel, motel, or extended-stay hotel as of the effective date of this title will be
366 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);

- 407 3. Third conviction in a twelve-month period measured from the date of the first
408 conviction: a minimum of ~~twoseven~~ hundred fifty dollars (\$~~250750~~.00); and
409 4. Fourth conviction in a twelve-month period measured from the date of the first
410 conviction: a minimum of ~~five hundredone-thousand~~ dollars (\$~~5004,000~~.00).

411 **8.28.140 - Responsibility for enforcement.**

- 412 A. City personnel shall have the authority to inspect establishments governed under this title
413 during the hours in which the premises are open for business.
414 B. These inspections shall be made for the purpose of verifying compliance with the
415 requirements of this title and state law.

416 **8.28.150 - Right of entry.**

- 417 A. When there is probable cause to make an inspection to enforce the provisions of this title,
418 or whenever there is reasonable cause to believe that there exists a condition in violation
419 of this title, city personnel are authorized to enter the structure or premises, including
420 individual rooms, at reasonable times to inspect or perform the duties imposed by this
421 title.
422 B. If such structure or premises is occupied, city personnel shall present credentials to the
423 occupant and request entry. If entry is refused by occupant, city personnel shall have
424 recourse to the remedies provided by law to secure entry. If such structure or premises is
425 unoccupied, city personnel shall first make a reasonable effort to locate the owner or
426 other person having charge or control of the structure or premises and request entry. If
427 entry is refused by the owner or other person having charge or control of the structure
428 refuses entry, city employees shall have recourse to all methods of entry allowed by law,
429 and the owner and responsible party shall be in violation of this title and subject to
430 punishment under this title.

431 **8.28.160 - Unlawful operation declared nuisance.**

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

439 *****

440
441 **Section 2.** It is hereby declared to be the intention of the City Council that:

- 442 (a) All sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were,
443 upon their enactment, believed by the City Council to be fully valid, enforceable and
444 constitutional.
445 (b) To the greatest extent allowed by law, each and every section, paragraph, sentence,
446 clause or phrase of this Ordinance is severable from every other section, paragraph,
447 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

STATE OF GEORGIA
CITY OF MCDONOUGH

ORDINANCE NO.

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF
MCDONOUGH, GEORGIA; TO AMEND APPENDIX A, SCHEDULE OF FEES;
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 of McDonough, Georgia, are the Mayor and Council ("City Council") thereof;

WHEREAS, for public and administrative efficiency and convenience, the City has elected through this ordinance to update its Appendix A, Schedule of Permit Fees; and

WHEREAS, the health, safety, welfare, aesthetics and morals of the citizens of the City of McDonough, Georgia shall be improved and protected by adoption and implementation of this Ordinance.

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

Section 1. Appendix A, Schedule of Permit Fees, of the City of McDonough Code of Ordinances is hereby amended by deleting Appendix A, Schedule of Permit Fees in its entirety, and replacing it to read as Appendix A, Schedule of Fees, as attached hereto.

Section 2. This Appendix A, Schedule of Fees is not intended to contain all fees within the City. As such, additional fees not contained within Appendix A, Schedule of Fees, may be accessed by reviewing relevant and applicable City policies and Codes.

- Section 3. It is hereby declared to be the intention of the City Council that:
- (a) All sections, paragraphs, sentences 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 4. 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 5. 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 ORDAINED, this ____ day of _____, 2023.

ATTEST:

CITY OF MCDONOUGH, GEORGIA:

Christy L. Taylor, City Clerk

Sandra Vincent, Mayor

APPROVED AS TO FORM:

Emilia C. Walker, City Attorney

APPENDIX A - SCHEDULE OF PERMIT FEES

Effective June 19, 2023

A. Building Permits: One and Two-Family Residential

New Construction:	
Minimum Building Permit Fee	\$300.00
Total Square Footage (under roof)	\$0.25 per sq. ft. / \$0.30
Plus Applicable Trade Fees	\$60.00 ea. (min.) / \$75.00

B. Building Permits: Multi-Family / Commercial / Industrial

<i>(Compile the estimated cost of construction per the current building valuation data table as published by the International Code Council to determine the square foot value.)</i>	
1. Permit Fee: \$3.70	per \$1000.00 of the estimated cost of construction
2. Foundation Only Permit	20 % of complete structure fee
3. Shell Only Permit	70 % of complete structure fee
4. Interior Finish of Shell Only permit	30% of complete structure fee
0. Building Plan Review Fee: When construction valuation exceeds one thousand dollars (\$1,000.00) or when required by the Building Official, plans shall be submitted. Prior to a Plan Review, a Plan Review Fee must be paid which shall be equal to 25 % of the fee required for a Building Permit with a \$60.00 minimum / 75.00 minimum	
5. Plan Review Fee for Revisions	25% of original plan review fee with \$60.00 (min.) \$75.00

C. Trade Permits: Residential / Multi-Family / Commercial / Industrial

Minimum Fee for Each Trade:		\$60.00	
1. HVAC Permit -- based on size of units:			
Heating: Based on BTU input		I Cooling: Based on Tonnage	
0-295,000 BTU	\$18.00	0-5 T	\$18.00
386,000 -- 485,000 BTU's	\$24.00	15 T	\$39.75
486,000 -- 600,000 BTU's	\$27.00	20 T	\$48.75
601,000 -- 725,000 BT's	\$30.00	25 T	\$57.75
726,000 -- 860,000 BTU's	\$33.00	30 T	\$62.75

861,000 -- 1,270,000 BTU's	\$37.50	40 T	\$77.25
1,271,000 -- 1,750,000 BTU's	\$45.00	50 T	\$89.25
1,751,000 -- 2,610,000 BTU's	\$52.50	60 T	\$99.75
2,611,000 -- 2,980,000 BTU's	\$60.00	75 T	\$144.75
2,981,000 -- 3,700,000 BTU's	\$67.50	Over 75 T	\$144.75 + \$2 per T
3,701,000 -- 4,500,000 BTU's	\$75.00		
4,501,000 -- 5,210,000 BTU's	\$82.50		
5,211,000 -- 6,410,000 BTU's	\$90.00		
6,411,000 -- 7,500,000 BTU's	\$97.50		
7,501,000 -- 8,620,000 BTU's	\$105.00		
8,621,000 -- 10,000,000 BTU's	\$112.00		
10,001,000 -- 11,300,000 BTU's	\$120.00		
11,301,000 -- 12,700,000 BTU's	\$127.50		
12,701,000 -- 14,300,000 BTU's	\$135.00		
14,301,000 -- 15,900,000 BTU's	\$142.00		
15,901,000 -- 17,500,000 BTU's	\$150.00		
17,501,000+ BTU's	\$150.00 plus \$1.50 per 100,000 BTU's	,	

2. Mechanical Permits:

Exhaust Fan	\$7.00 -- per 1000 CFM
Grease Hood	\$7.00 -- per 1000 CFM
Gas Line	\$0.18 -- per linear foot
Bath Fan	\$2.00

3. Plumbing Permits -- based on classification of installation:

Water Closet	\$4.00
Urinal	\$3.00
Sink: Kitchen / Break-room	\$4.00
Garbage Disposal	\$3.00
Lavatory	\$4.00
Laundry Tub	\$3.00
Shower	\$4.00

Bath Tub	\$4.00
Whirlpool Bath Tub	\$9.00
Baptismal Pool in Churches	\$9.00
Dishwasher	\$3.00
Washing Machine	\$5.00
Water Heater	\$10.00
Drinking Fountain	\$3.00
Other Fixtures	\$3.00 ea.
Floor Drain	\$3.00
Hub Drain	\$3.00
Roof Drain	\$3.00
Sewer in Residential	\$10.00
Sewer in Multi-Family, Commercial and Industrial	\$10.00 -- for first 150 feet, plus \$0.10/ft for additional
Sewage Backwater Valve	\$5.00
Sewage Ejector / Pump	\$5.00
Interceptor / Grease Trap	\$20.00
Oil and Water Separator	\$20.00
Lawn Sprinkler	\$10.00
Sump Pump	\$5.00
Gas Line	\$0.18 per linear foot
Back Flow Preventer	\$5.00
Vacuum Breaker	\$3.00
4. Electrical Permits:	
a. Meter Loops:	
Temp. Service Pole	\$10.00
Up to 60 Amps	\$5.00
61 to 100 Amps	\$7.00
101 to 200 Amps	\$9.00
201 to 400 Amps	\$11.00
401 and Larger Amps	\$13.00 plus \$.05 per amp

b. Outlets, Switches, and Light Fixtures:	
Residential	\$0.15 ea.
Multi- Family, Commercial, and Industrial	\$0.30 ea.
c. Residential Ranges:	
Surface Unit	\$5.00
Oven Unit	\$5.00
Combined Unit	\$9.00
d. Residential Appliances:	
Water Heater	\$5.00
Clothes Dryer	\$5.00
Dishwasher	\$3.00
Disposal Unit	\$3.00
Furnace (Gas)	\$3.00
e. Flood and Area Lighting Fixtures:	
100 to 300 Watts	\$5.00 ea.
400 to 1000 Watts	\$6.00 ea.
1001 and over	\$7.00 ea.
f. Appliances, Transformers, Electric Heaters and Furnaces -- based on kilo-watts:	
Up to 3.5 KW	\$3.00 ea.
3.6 to 10 KW	\$5.00 ea.
10.1 to 25 KW	\$7.00 ea.
25 KW and over	\$10.00 plus \$.10 per KW ea.
g. Elevators / Lifts -- based on cost of construction:	
Up to \$20,000.00	1 % of construction cost for ea.
\$20,000.00 and up	\$200.00 plus 1/4 % for ea.
h. Motors / Fans -- based on kilo-watts:	
Up to 5 KW	\$3.00 ea.
5 1/2 to 10 KW	\$5.00 ea.
10 1/2 to 20 KW	\$9.00 ea.
20 1/2 to 50 KW	\$16.00 ea.

50 ¹ / ₂ KW and over	\$16.00 plus 0.03 per HP for ea.
i. Others:	
Whirlpool Bath:	\$5.00
Swimming Pool:	\$15.00
Gas Dispenser Pump:	\$3.00
X-Ray Machine:	\$5.00
Sign (Lighting):	\$10.00
5. Low Voltage Permits:	
T.V. Circuit	\$3.00 per outlet
Phone Circuit	\$3.00 per outlet
Communication Circuit	\$3.00 per station
Security Circuit	\$3.00 per outlet

D. Additions and Renovations: Residential/Multi-Family/Commercial/Industrial

<i>Whichever is greater:</i> Minimum Fee of \$100 plus applicable Trade Permit Fees; or, \$5.00 per each \$1,000.00 cost of construction plus applicable Trade Permit Fees. \$10.00 per
--

E. Penalties

Lost Permit Card Replacement	\$50.00
Work started prior to obtaining a permit (Payment of doubled fees shall not relieve Anyone from fully complying with the Requirements of the Standard Codes nor From any other penalties.)	Fees specified herein shall be doubled

F. Building Inspection/Re-Inspection Fees

First Re-Inspection	\$35.00
Additional Re-Inspections for the same deficiency	\$50.00 ea.
Fire Damage -- Preliminary Inspection	\$50.00

G. Occupational Tax License / Certificate of Occupancy: Processing & Inspection Fees

Building Official Inspections / Certificate of Occupancy:

Building Codes Inspection and First Re-Inspection	\$50.00
Subsequent Building Codes Re-Inspections	\$35.00 ea.
Fire Marshall Inspections / Certificate of Occupancy:	
Fire Safety Inspection and First Re-Inspection	\$50.00
Subsequent Re-Inspections	\$35.00 ea.
Administrative Processing / Certificate of Occupancy	\$25.00

H. Other Permits

Demolition Permit	\$60.00 / \$100.00
Swimming Pool Permit	\$75.00 / \$100.00
Utility Release on Existing Structure	\$60.00 / \$75.00
Ground Sign Building Permit	\$60.00 / \$75.00

. Land Disturbance Fees

Erosion Control Maintenance Bond per sec. 18.06.050.B.6	\$3000.000 per acre
Soil Erosion Plan Approval Fees per State General Permit	per sec.18.06.050.B.3
Residential Subdivisions with Henry County Water Master Meter	\$700 per lot water impact fees
Residential Subdivisions with City of McDonough water and sewer	\$800 per lot water line maintenance \$700 per lot sewer line maintenance
Land Disturbance Permit Fees:	
0-1 Acre	\$200.00
1-5 Acres	\$400.00
6-10 Acres	\$600.00
11-20 Acres	\$800.00
21 + Acres	\$800.00 plus \$6.00 per acre over 20 acres
Residential Plan Review Fees:	
0 — 25 Lots	\$1200.00
26 — 50 Lots	\$1,700.00

51 or more lots	\$2,200.00
Multi-Family, Commercial, and Industrial Plan Review Fees:	
0 — 5 Acres	\$1,000.00
5 —10 Acres	\$1,200.00
10 + Acres	\$1,500.00
Redlined Plan Review Fees:	
First Re-Submittal	\$0.00
Second and Subsequent Re-Submittals	30 % of original Plan Review Fee
Post-Approval Revision Fee	50% of original Plan
Plat Review and Approval	
Lot Division	\$200.00
Preliminary Plat	\$25.00 per lot with a \$1,000.00 (max.)
Final Plat	\$50.00 per lot within
	subdivision
Street Dedication Only	\$1 per linear foot with a min. of \$200 and max. of \$1,000.00

J. Fire Safety Fees and Permits

Minimum Review Fee -- Fire Safety Plan Review	\$150.00
Building Permit -- Fire Safety Plan Review	\$.10 per square foot
Fire Alarm Permit -- Fire Safety Plan Review	\$.02 per square foot
Sprinkler Permit -- Fire Safety Plan Review	\$.03 per square foot
Blasting Permit	\$500.00
Commercial Blasting Permit	\$500.00
Incident Reports	\$.25 per side of page
Inspection Reports	\$.25 per side of page
Investigation Reports	\$.25 per side of page
Open Burning Permit -- by Homeowner: residential	No Charge

Open Burning Permit -- by Developer: residential, multi- family, commercial and industrial	\$500.00
Fire Safety Inspection	\$25.00 / \$50.00
Fire Safety First Re Inspection Delete	\$35.00 Delete
Fire Safety Subsequent Re Inspections Delete	\$50.00 Delete
Response Cost for Hazardous Materials' Incidents	Actual cost of labor, materials and equipment

K. Bands: Bonds:

Maintenance Bond Fee Schedule:	
Residential Roads (22' pavement width):	
Without sidewalks	\$40 per linear foot
With sidewalks	\$50 per linear foot
Commercial/Office Roads (24' pavement width):	
Without sidewalks	\$50 per linear foot
With sidewalks	\$60 per linear foot
Industrial Roads (26' pavement width):	
Without sidewalks	\$65 per linear foot
With sidewalks	\$75 per linear foot
Decel/Accel Lanes - Residential/Commercial/Office (8/3/1.5' paving section):	
Without sidewalks	\$28 per linear foot
With sidewalks	\$33 per linear foot
Decel/Accel Lanes — Industrial/Higher traffic right turn (10/4/1.5" paving section):	
Without sidewalks	\$31 per linear foot
With sidewalks	\$36 per linear foot
Sidewalks only (5' in width):	
Both sides of street	\$10 per linear foot
One side of street	\$5 per linear foot
2. Performance Bond Fee Schedule:	
Delete Entire section	
Temporary Residential Use (40' radius w/6" of P&D only)	\$10,000 Delete

cul Residential use sac (40' radius/GAB, asphalt, and curb) w/o sidewalk	\$25,000 Delete
cul Residential use sac (40' radius/GAB, asphalt, and curb) w/sidewalk	\$30,000 Delete
Sidewalks in width): Delete	
Both sides of street	\$30 linear foot Delete per
One side of street	\$15 linear foot Delete per

L. Planning and Zoning:

1. Annexation and Rezoning Petitions:	
a. Residential Zones (R-100, R-85, R-75, and R-50):	
0-5 acres	\$300 + \$25 per acre
6-10 acres	\$450 + \$25 per acre
11-20 acres	\$800 + \$25 per acre
21-50 acres	\$1,000 + \$25 per acre
50-100 acres	\$1,500 + \$25 per acre
100 acres plus	\$1,750+\$25 per acre
b. Multi-Family Zone (RM-75), Residential Townhouse District (RID) and Residential Condominium District (RCD):	
0-5 acres	\$500 + \$25 per acre
6-10 acres	\$800 + \$25 per acre
11-20 acres	\$1,200 + \$25 per acre
21-50 acres	\$1,500 + \$25 per acre
50-100 acres	\$2,000 + \$25 per acre
100 acres plus	\$3,000 + \$25 per acre
i. Office/Institutional Zone (OD):	
0-5 acres	\$600 + \$25 per acre

6-10 acres	\$1,000 + \$25 per acre
11-20 acres	\$1,400 + \$25 per acre
21-50 acres	\$2,000 + \$25 per acre
50-100 acres	\$3,000 + \$25 per acre
100 acres plus	\$4,000 + \$25 per acre
d. Commercial Zones (C-1, C-2, and C-3):	
0-5 acres	\$600 + \$25 per acre
6-10 acres	\$1,000 + \$25 per acre
11-20 acres	\$1,400 + \$25 per acre
21-50 acres	\$2,000 + \$25 per acre
50-100 acres	\$3,000 + \$25 per acre
100 acres plus	\$4,000 + \$25 per acre
e. Industrial Zones (M-1 and M-2):	
0-5 acres	\$600 + \$25 per acre
6-10 acres	\$1,000 + \$25 per acre
11-20 acres	\$1,400 + \$25 per acre
21-50 acres	\$2,000 + \$25 per acre
50-100 acres	\$3,000 + \$25 per acre
100 acres plus	\$4,000 + \$25 per acre
2. Variance Petition:	
Mayor and City Council	\$225
Board of Zoning Appeal (BZA)	\$225
Administrative	\$65
3. Appeals:	

Planning Commission	\$200
4. Special Use Permit (SUP) - Refer to preceding Annexation and Rezoning Petitions chart based on zoning and size of property.	
5. Zoning Modification (ZMOD) - Refer to preceding Annexation and Rezoning Petitions chart based on zoning and size of property.	
6. Wireless Communications Facilities (WCF) - Refer to preceding Annexation and Rezoning Petitions chart based on zoning and size of property.	
7. Zoning Certification	' \$20 + \$5 per acre
0. Sign Permits:	
Banner	\$20
Temporary	\$50
Permanent	\$75
8. Architectural Facade Review:	
Single Family Residential (SFR) Properties — (Private Owner)	\$50
Non Single Family Residential (SFR) Properties — (Other)	\$250

(Note: Where a fee stated elsewhere in the Code or City policies conflicts with this Appendix A- Schedule of Permit Fees, this Appendix A- Schedule of Permit Fees shall control. Additionally, this Appendix A, Schedule of Fees, does not contain all fees assessed within the City. As such, fees not contained within Appendix A, Schedule of Fees, may be reviewed by accessing the relevant and applicable City policies and Codes for such fees.)

1 STATE OF GEORGIA
2 CITY OF MCDONOUGH

3
4 **ORDINANCE NO. _____**
5

6 **AN ORDINANCE PROMOTING THE PUBLIC HEALTH AND SAFETY OF THE**
7 **CITY, AMENDING TITLE 5, BUSINESS OCCUPATION TAXES, ADMINISTRATIVE**
8 **FEEES AND REGULATORY FEES, OF THE CITY CODE OF ORDINANCES;**
9 **REGULATING MOBILE FOOD VENDORS AND FOR OTHER LAWFUL PURPOSES**
10

11 **WHEREAS**, the City of McDonough ("City") is a municipal corporation duly organized
12 and existing under the laws of the State of Georgia;
13

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

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

19 **WHEREAS**, the City finds it desirable and to the benefit of the public health and safety
20 to provide for the licensing, operation and regulation of mobile food vendors whether through
21 mobile food trucks or pushcarts; and
22

23 **WHEREAS**, the City Council finds this Ordinance to be in the bests interest of the
24 health, safety and welfare of the City.
25

26 **THE COUNCIL OF THE CITY OF MCDONOUGH HEREBY ORDAINS** as
27 follows:
28

29 **Section 1.** Title 5, Business Occupation Taxes, Administrative Fees and Regulatory Fees,
30 of the City of McDonough Code of Ordinances is hereby amended by adding Chapter 5.26,
31 Mobile Food Vendors, to read as follows:
32

33 **TITLE 5 - BUSINESS OCCUPATION TAXES, ADMINISTRATIVE FEES AND**
34 **REGULATORY FEES**

35 **CHAPTER 5.26 - MOBILE FOOD VENDORS**

36 **Sec. 5.26.010. Purpose.**

- 37 (a) The general purpose of this article is to promote the health, safety, and general welfare of
38 the citizens of the city by requiring that new and existing mobile food vendors provide
39 residents and customers with a level of cleanliness, quality and safety.
- 40 (b) It is also the intent of this article to establish reasonable guidelines and restrictions for
41 mobile food vendors in relationship to established restaurant businesses, and ensure the safe
42 and convenient use of the public rights-of-way.

43 **Sec. 5.26.020. Definitions.**

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

46 *Commissary* means an approved catering establishment, restaurant, or other approved place
47 in which food, containers or supplies are kept, handled, prepared, packaged or stored.

48 *Ice cream truck* means a motor vehicle in which pre-packaged ice cream, popsicles, ice
49 sherbets or other frozen desserts of any kind are carried for the purpose of retail sale on the
50 streets of the city. For the purpose of this article, the term "ice cream truck" shall not include
51 vendors who prepare ice cream, popsicles, ice sherbets or other frozen desserts of any kind.

52 *Mobile food vendor* means a retail food establishment that reports to and operates from a
53 commissary and is readily moveable, is a motorized wheeled vehicle, or a towed wheeled vehicle
54 designed and equipped to prepare and serve food.

55 *Pushcart* means a non-self-propelled vehicle limited to serving commissary prepared or
56 prepackaged food and non-potentially-hazardous food, unless the equipment is commercially
57 designed and approved to handle food preparation and service. Pushcarts shall not be required to
58 comply with mobile vehicular safety requirements.

59 *Restaurant* means an establishment where food and drink are prepared, served, and
60 consumed primarily within the principal building.

61 *Temporary food establishment* means a retail food establishment, other than a city permitted
62 mobile food vendor or pushcart, that is not intended to be permanent and that operates at a fixed
63 location for a period of time of not more than 14 consecutive days in conjunction with a single
64 event or celebration.

65 **Sec. 5.26.030. License and insurance required.**

66 (a) **License required.** It shall be unlawful for any person to sell, or offer for sale, food of any
67 type from a commissary, mobile retail food establishment vendor, ice cream truck, pushcart
68 or temporary food establishment without a permit first having been granted under this
69 section, except as part of a city-sponsored or city sanctioned special event.

70 (b) An application for a permit hereunder shall be submitted to the community development
71 director or his designee setting forth all information required hereunder and in compliance
72 with this chapter. The community development director or his designee shall develop a form
73 of application for the purpose of compliance with this article.

74 (c) **Mobile food vendor/push cart permits.** The following information shall be provided with
75 each application for a mobile food vendor, or push cart permit:

- 76 (1) Name of the mobile food vendor;
77 (2) Make, model, and license plate number of the vending unit;
78 (3) Owner's contact information;
79 (4) Operator's contact information;
80 (5) Type of vendor (street vending unit or sidewalk vending unit);

- (6) Copy of the approved permit from the county health department;
- (7) List of operating locations and times;
- (8) Signatures from property owners indicating consent for the use of their property;
- (9) Signature of the applicant indicating agreement to the listed requirements.
- (10) *Insurance requirement specific to mobile food vendors prior to issuance of permit.*
A mobile food vendor shall maintain a \$1,000,000.00 liability insurance policy as a condition of holding a city issued mobile food vendor permit. Proof of current liability insurance, issued by an insurance company licensed to do business in Georgia, protecting the mobile food vendor, the public and the city from all claims for damage to property and bodily injury, including death, which may arise from operation under or in connection with the permit. Such insurance shall name the city as an additional insured and shall provide that the policy shall not terminate or be canceled prior to the expiration date without 30 days advanced written notice to the city.

(d) **Ice cream truck permit.** The following information shall be provided with each application for an ice cream truck permit:

- (1) Name of the mobile food vendor;
- (2) Owner's contact information;
- (3) Operator's contact information;
- (4) Type of vendor (street vending unit or sidewalk vending unit);
- (5) Copy of the approved permit from the state department of agriculture;
- (6) Signatures from property owners indicating consent for the use of their property, if applicable;
- (7) Signature of the applicant indicating agreement to the listed requirements.

Sec. 5.26.030. Prohibited conduct and requirements.

(a) *Right-of-way prohibition.* Except for ice cream trucks, no mobile food vendor shall conduct business or operate in the public right-of-way, except as part of a city-sponsored or city sanctioned special event.

(b) *Private property.* Operation from private property.

- (1) A mobile food vendor shall not operate on any private property without the prior written consent of the owner.
- (2) Except for mobile food vendors operating on the premises of a licensed restaurant or as may be allowed as part of a city-issued special event permit, mobile food vendors are permitted on a given property no more than eight days in any calendar month. A minimum of two calendar days must transpire between operating periods on any given property.
- (3) Except as may be allowed as part of a city-issued special event permit, no more than two mobile food vendors may operate on any single property at any one time.

- (4) Except for mobile food vendors operating on the premises of a licensed restaurant or as may be allowed as part of a city-issued special event permit, mobile food vendors may occupy no more than ten percent of the designated parking spaces on a given property, and at no time shall the operation of a mobile food vendor reduce the number of parking spaces on a property below the minimum required by city code.
- (5) Vending structures shall not be left unattended or stored at any time on the open vending site when vending is not taking place or during restricted hours of operation.
- (c) *Noise restrictions.* Except for ice cream trucks, a mobile food vendor shall not make sounds or announcements to call attention to the mobile food vehicle either while traveling on the public rights-of-way or when stationary. At all times said mobile food vendor, ice cream truck, or push cart shall be in compliance with the city noise ordinance.
- (d) *License visibility.* The permit under which a mobile food vendor, ice cream truck, or push cart is operating must be firmly attached and visible on the mobile food vendor or pushcart at all times.
- (e) *State license required.* Any driver of a mobile food vendor or ice cream truck motorized vehicle must possess a valid state driver's license.
- (f) *Residential district limitations.* Except for ice cream trucks, mobile food vendors are allowed only in commercial zoning districts, except as part of a special event sponsored by the city, a homeowners' association or similar official neighborhood organization.
- (g) *Crosswalk/intersections.* Mobile food vendors shall not be located within 15 feet of any street intersection or pedestrian crosswalk or ten feet of any driveway, except as part of a city-sponsored or city sanctioned special event.
- (h) *Operation limitations near licensed restaurants.* Mobile food vendors shall not operate within 200 feet of any licensed restaurant except as part of a city-sponsored or city sanctioned special event, with the exception that mobile food vendors may operate within 200 feet of a licensed restaurant, consistent with this chapter: 1) while exclusively on the premises of a licensed restaurant, or 2) with signed written consent from all licensed restaurants within 200 feet of the mobile food vendors' operation. This distance will be measured from the serving window in a straight line to the property line of the nearest licensed restaurant.
- (i) *Operation limitations near city events.* Mobile food vendors shall not operate within 200 feet of any city-sponsored or city sanctioned special event, except while exclusively on the premises of a licensed restaurant.
- (j) *Hours of operation.* Except as may be allowed as part of a city-issued special event permit), a mobile food vendor may operate from any given property or within any given city block only between the hours of 7:00 a.m. and 9:00 a.m. and/or 10:30 a.m. until 2:30 p.m.
- (k) *Dairy and related products.* No sale or offer for sale of ice cream, frozen milk, frozen dairy or ice confection products shall be made from a mobile food vendor unless each side of the vehicle is marked, in letters and numbers at least three inches in height, with the name and address of the mobile food vendor permittee.

(l) *Compliance with public health and related authorities.* The mobile food vendor shall comply with all state, federal and local ordinances, laws, and health and safety regulations, and shall obtain and maintain any and all licenses required by any other health organization or governmental organization having jurisdiction over this subject matter.

(m) *Motorized, wheeled vehicle requirements.* Except as otherwise allowed and described within this section, a mobile food vendor must operate from a motorized, wheeled vehicle that may lawfully be driven upon streets and roadways within the state.

(1) The owner of a licensed restaurant located within the city may, with a valid city mobile food vendor permit, engage in mobile food vending from a wheeled mobile trailer, pushcart, or motorized vehicle as an ancillary location of said restaurant, provided that all other provisions of this article are met and adhered to.

(2) As allowed by a city-issued special event permit, a mobile food vendor that holds a valid city mobile food vendor permit may operate from a wheeled mobile trailer, pushcart, or motorized vehicle.

(n) *Self-propelled vehicles.* The following safety regulations shall apply to any and all vehicles operating under this article or used for mobile retail food establishments:

(1) Every self-propelled vehicle shall be equipped with a reverse gear signal alarm with a sound distinguishable from the surrounding noise level.

(2) Every self-propelled vehicle shall be equipped with two rear-vision mirrors, one at each side, firmly attached to the outside of the motor vehicle, and so located as to reflect to the driver a view of the highway to the rear, along both sides of the vehicle.

(o) *Alcohol sales restricted.* The mobile food vendor may sell food and non-alcoholic beverage items only. Additionally, no person or entity may serve alcohol without a city issued alcohol license.

Sec. 5.26.040. Indemnity.

As part of the permitting process set forth herein, any person or entity receiving a permit under this chapter shall execute an indemnity agreement indemnifying and releasing the city, its agents, employees and elected officials from any and all liability against any and all claims, actions and suits of any type whatsoever arising from their operations.

Sec. 5.26.050. Revocation and suspension.

(a) The director of community development shall have the right to suspend or revoke a mobile food vendor permit under the conditions set forth in this section. In the event the director of community development seeks to suspend or to revoke a permit, the director of community development shall give written notification to the permittee of such action and such notice shall contain a specification of the violation or violations for which cause the action is being taken.

(b) The director of community development shall be authorized to suspend or revoke a permit in the event of any one or more of the following:

(1) A permittee gave false or misleading information in the original application or renewal process;

(2) A permittee has knowingly allowed a violation of this mobile food vendor article to occur or did not make a reasonable effort to prevent any such occurrence;

(3) A permittee failed to pay any fee, permit fee, or other amount of money due to the city under this article or any other licensing ordinance of the city.

(c) In the event that the director of community development determines that a permit violation has occurred, such permit shall be suspended for 30 days for the first violation. For a second violation occurring within any consecutive 12-month period, the permit shall be suspended for 90 days. Any permit that has been suspended two times within any consecutive 12-month period that is determined to have committed a subsequent permit violation within 24 months of the second suspension shall be revoked. Provided, however, that the permittee shall be authorized to continue its business operations until the date of the hearing scheduled in accordance with subsection (e) of this section. Should a permit be revoked, the owner and/or operator shall not be eligible to apply for a mobile food vendor permit for a period of three years from the date of revocation.

(d) In the event of a revocation by the director of community development, the permittee may appeal the decision of the director of community development to the city administrator by filing a written notice of appeal with the director of community development within ten business days from the date of the effective date of the written notice received by the permittee in accordance with subsection (a) of this section. The notice of appeal shall be accompanied by a memorandum or other writing setting out fully the grounds for such appeal and all arguments in support thereof. The director of community development may submit a memorandum in response to the memorandum filed by the permittee on appeal to the city administrator. The director of community development's decision shall be final unless an appeal is timely filed. An appeal shall stay the director of community development's decision until the appeal is heard or withdrawn.

(e) When an appeal is received, the city administrator shall, within ten business days from the date on which the notice of appeal is received by the director of community development, take either of the following actions:

(1) Set a hearing date before the city administrator and instruct the director of community development to give such notice of hearing as may be required by law; or

(2) Appoint a hearing officer and fix the time and place of hearing. The director of community development shall assume responsibility for such publication of notice as may be required by law.

In either event, the hearing shall be held within 30 calendar days of the director of community development's action, unless a continuance of such date is agreed to by the permittee and the director of community development.

(f) The city administrator or assigned hearing officer may sustain, overrule, or modify the action of the director of community development. The decision of the city administrator or hearing officer shall be final.

242 **Sec. 5.26.060. Fees.**

243 The fee for permits under this chapter are as follows:

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Permit Type	One time	Annual
Mobile food vendor	\$100	\$500
Temporary food establishment	\$100	N/A
Pushcart	\$15	\$50
Ice cream truck	\$15	\$50

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

- 252 (a) All sections, paragraphs, sentences and phrases of this Ordinance are or were, upon their
- 253 enactment, believed by the City Council to be fully valid, enforceable and constitutional.
- 254 (b) To the greatest extent allowed by law, each and every section, paragraph, sentence,
- 255 clause or phrase of this Ordinance is severable from every other section, paragraph,
- 256 sentence, clause or phrase of this Ordinance. No section, paragraph, sentence, clause or
- 257 phrase of this Ordinance is mutually dependent upon any other section, paragraph,
- 258 sentence, clause or phrase of this Ordinance.
- 259 (c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance
- 260 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise
- 261 unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is
- 262 the express intent of the City Council that such invalidity, unconstitutionality or
- 263 unenforceability shall, to the greatest extent allowed by law, not render invalid,
- 264 unconstitutional or otherwise unenforceable any of the remaining phrases, clauses,
- 265 sentences, paragraphs or sections of the Ordinance.
- 266

267 **Section 3.** The City Attorney and City Clerk are authorized to make non-substantive editing

268 and renumbering revisions to this Ordinance for proofing and renumbering purposes.

269

270 **Section 4.** The effective date of this Ordinance shall be the date of adoption, unless provided

271 otherwise by the City Charter, state and/or federal law.

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274 **BE IT SO ORDAINED**, this ____ day of _____, 2023.

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276 ATTEST:

CITY OF MCDONOUGH, GEORGIA:

279
280 Christy L. Taylor, City Clerk
281
282 APPROVED AS TO FORM:
283
284
285
286 Emilia C. Walker, City Attorney

Sandra Vincent, Mayor