

**CONSENT AGENDA ITEM SUMMARY**  
**July 01, 2025, City Council Workshop**  
**Item Number: 6A**



Presented by: Brian Linton, Director

Technology Services Department

**ITEM SUMMARY:**

Request for approval to pay the PowerDMS invoice in the amount of \$15,256.32.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The Police Department utilizes this software for training, policies, and forms.

**STAFF RECOMMENDATION:**

Staff recommends approval.

**FINANCIAL IMPACT:**

\$15,256.32

**FUNDING SOURCE:**

Line Item 100-5.1535.52.1301

**ATTACHMENTS:**

PowerDMS invoice

**OTHER DEPARTMENTAL REVIEW NEEDED:**

Yes

No

**OTHER DEPARTMENTAL REVIEW**

Finance

THIS IS NOT AN INVOICE

| Contract Records                 |                                  | Order Details       |           |
|----------------------------------|----------------------------------|---------------------|-----------|
| <b>Account Number:</b>           | A-6837                           | <b>Order #:</b>     | Q-389866  |
| <b>Customer:</b>                 | McDonough Police Department (GA) | <b>Valid Until:</b> | 10/5/2025 |
| <b>Effective Employee Count:</b> | 85                               |                     |           |
| <b>Sales Rep:</b>                | Salesforce Administrator         |                     |           |

| Customer Contact              |   | Shipping Contact               |   |
|-------------------------------|---|--------------------------------|---|
| <b>Billing Contact:</b>       | McDonough Police Department (GA)<br>Lindsey Bruce | <b>Shipping Contact :</b>      | McDonough Police Department (GA)<br>Lindsey Bruce |
| <b>Billing Address:</b>       | 50 Lawrenceville Street<br>McDonough, GA 30253    | <b>Shipping Address:</b>       | 50 Lawrenceville Street<br>McDonough, GA 30253    |
| <b>Billing Contact Email:</b> | lbruce@mcdonoughga.org                            | <b>Shipping Contact Email:</b> | lbruce@mcdonoughga.org                            |
| <b>Billing Phone:</b>         | (678) 782-6304                                    | <b>Shipping Phone:</b>         | (678) 782-6304                                    |

| Payment Terms        |        | Notes:   |
|----------------------|--------|--|
| <b>Payment Term:</b> | Net 60 | Policy 80-89 user tier. All subscriptions are synced to one order. |
| <b>PO Number:</b>    |        |  |

Subscription Service

October 2025

| Item  | Type      | Start Date | End Date  | Qty. | License Type     | Total (USD)        |
|---|-----------|------------|-----------|------|------------------|--------------------|
| PowerStandards for GLECP/GACP   | Recurring | 10/5/2025  | 10/4/2026 | 1    | Quantity Based   | \$1,150.00         |
| Attach proofs to show compliance with GACP Certification Standard, assign assessment tasks, track revisions, and status-based grading.  |           |            |           |      |                  |                    |
| GACP Manual (GA LE)   | Recurring | 10/5/2025  | 10/4/2026 | 1    | Quantity Based   | \$0.00             |
| View Standards Manual electronically.   |           |            |           |      |                  |                    |
| PowerPolicy Professional Subscription   | Recurring | 10/5/2025  | 10/4/2026 | 89   | User Count Based | \$9,952.82         |
| A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting. |           |            |           |      |                  |                    |
| Legacy Training Included  | Recurring | 10/5/2025  | 10/4/2026 | 89   | User Count Based | \$0.00             |
| A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.                  |           |            |           |      |                  |                    |
| PowerReady (formerly PowerFTO) Subscription   | Recurring | 10/5/2025  | 10/4/2026 | 85   | Employee Based   | \$4,153.50         |
| The PowerReady Annual subscription provides an agency-wide license for unlimited number of programs and includes; Mobile Accessibility, Email Notifications, Unlimited Late Form and Trainee Performance Alerts, Ongoing training resources, Ongoing software updates, Access to Industry Partnerships, Ongoing Support & Maintenance.        |           |            |           |      |                  |                    |
| <b>October 2025 TOTAL:</b>  |           |            |           |      |                  | <b>\$15,256.32</b> |
| <b>Total:  </b>   |           |            |           |      |                  | <b>\$15,256.32</b> |

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

**License Terms:** Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

**Payment Terms:** All invoices issued hereunder are due upon the invoice due date. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc. a wholly owned subsidiary of Governmentjobs.com, Inc. (D/B/A NEOGOV).

**Terms & Conditions:** This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>.

**Special Condition:**

**Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.**

Accepted and Agreed By Authorized Representative of:  
**McDonough Police Department (GA)**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

**THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.**



**CONSENT AGENDA ITEM SUMMARY**  
**July 01, 2025, City Council Workshop**  
**Item Number: 6B**

Presented by: William VonDenBosch

Public Works - Highway & Streets Department

**ITEM SUMMARY:**

Request for authorization to ratify repairs made to 2014 Bandit Industries Chipper Machine Model # 1590XP Serial # 2992

**SPECIAL CONSIDERATIONS OR CONCERNS:**

**STAFF RECOMMENDATION:**

Staff recommends approval.

**FINANCIAL IMPACT:**

Cost: \$28,116.86

**FUNDING SOURCE:**

540-5.4520.52.2250 Other Equipment Repairs & Maintenance

**ATTACHMENTS:**

Exhibit A –Mason Tractor Co Invoice

**OTHER DEPARTMENTAL REVIEW NEEDED:**

Yes

No

**OTHER DEPARTMENTAL REVIEW**

Finance

Fire

Stormwater

Highway and Streets

Main Street

Water Distribution

Human Resources

Police

Water/Sewer Operations

Community Development

Technology Services

Other

**Department Name:**

**Comments:**

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency

# MASON TRACTOR CO.



1050 Appalachian Highway  
PO Box 458  
Blue Ridge GA 30513-0008  
Phone: 706-632-3777  
Fax: 706-632-3799

2510 Dahlonega Hwy  
PO Box 166  
Cumming GA 30028-0166  
Phone: 770-887-6119  
Fax: 770-781-5745

395 Industrial Blvd  
PO Box 2589  
McDonough GA 30253-1738  
Phone: 770-957-3570  
Fax: 770-957-0859

5038 Buford Hwy  
PO Box 2623  
Norcross GA 30091  
Phone: 770-582-0377  
Fax: 770-674-7279

1374 Hwy 76 W  
Hiwassee GA 30546  
PO Box 458  
Blue Ridge GA 30513-0008  
Phone: 706-970-3077

1275 Carrollton Villa Rica Hwy  
Villa Rica GA 30180  
PO Box 458  
Blue Ridge GA 30513-0008  
Phone: 678-952-2037

912 Jernigan Street  
P.O. Box 810  
Perry GA 31069  
Phone: 478-987-1173

7610 GA-85  
Waverly Hall, GA 31931  
PO Box 458  
Blue Ridge GA 30513-0008  
Phone: 706-582-3193

www.masontractor.com

|  |                    |              |             |  |               |                         |                   |
|--|--------------------|--------------|-------------|--|---------------|-------------------------|-------------------|
| Sold To:   |                    |              |             | Ship To:   |               |                         |                   |
| CITY OF MCDONOUGH<br>305 RACETRACK RD<br>MCDONOUGH, GA 30252 |                    |              |             | CITY OF MCDONOUGH<br>305 RACETRACK RD<br>MCDONOUGH, GA 30252<br>Mobile: 470-371-6859 Other: 678-618-7920<br>Home: 404-539-4924 |               |                         |                   |
| Account No.  | Starting Date      | Ending Date  | P.O. Number | Service Tag  | Tax ID        | Salesperson             |                   |
| 145500   | 12/22/2022 9:52 AM |              |             | 426081   | 58-6000618    | KRISTIN McBRIDE         |                   |
| Make   |                    | Model        |             | Year   | Serial Number |                         | Stock Number      |
| BANDIT INDUSTRIES  |                    | 1590XP       |             | 2014   | 2992          |                         | 402647            |
| Promised   | Deliver?           | Usage Type 1 | Usage 1     | Usage Type 2   | Usage 2       | Invoice Type            | Store             |
|  | No                 |              | 0.0000      |  | 0.0000        | Preliminary             | MTC5              |
| Qty  | B/O                | Taxable      | Description |  |               | Price                   | Amount            |
| Customer-REPAIRS FROM MCD.                                   |                    |              |             |  |               | <b>Segment 1 Total:</b> | <b>\$28116.86</b> |

UNIT CAUGHT FIRE - WE REPLACED THE HARNESS AND THE MACHINE IS SMOKINH - PLEASE CHECK -STEPHEN CHECK OUT WHILE IN MCD.

The turbo charger is bad. I did a compression test and no compression on #4 cylinder. I removed the engine housing, all interference parts to remove the head. I found #4 piston is destroyed. A new short block was ordered, the first one that came in was damaged, so we had to wait for another short block. The head was sent off and found out that it is bad, so a new one was ordered. I built the new engine and installed it in the unit. I replaced the glow plugs due to them breaking while removing. I install all parts the was removed for the repair. I ran the unit, and it runs good and all functions work.

| Qty | Description   | Price     | Amount    |
|-----|---|-----------|-----------|
| 1   | 7236 - BATTERY P03 - NAP - Bin: SPECIAL                               | \$224.27  | \$224.27  |
| 1   | 2674A808 - TURBO - EPS - Bin: SPECIAL                                 | \$2503.96 | \$2177.36 |
| 1   | 3688A029 - GASKET, TURBO TO MANIFOLD - EPS - Bin: REQUIRED            | \$17.28   | \$13.29   |
| 1   | 904-0012-42 - PERK GASKET, EXHAUST ELOW GASK - BAN - Bin: S17-4-3     | \$24.96   | \$17.83   |
| 1   | T402946 - Upper Gasket Kit - EPS - Bin: SPECIAL                       | \$834.49  | \$758.63  |
| 1   | T403040 - Bottom Gasket Kit - EPS - Bin: SPECIAL                      | \$842.82  | \$766.20  |
| 10  | PA4965 - 1/2 HARD FLAT WASHER - PA - Bin: BOLT BIN                    | \$0.55    | \$0.29    |
| 10  | 05024 - 1/2 ALLOY LOCKWASHER - PA - Bin: BOLT BIN                     | \$0.34    | \$0.18    |
| 1   | ZZ80274 - Cylinder Head - EPS - Bin: SPECIAL                          | \$4424.57 | \$3950.51 |
| 2   | 01335 - ROYAL PURPLE MAX TUFF ENGINE ASSY LUBE - NAP - Bin: SPECIAL   | \$44.38   | \$36.98   |
| 1   | 32896 - SCOTT SHOP TOWELS GLASS LOW LINT - 90 SHEET - NAP - Bin: SHOP | \$12.29   | \$7.68    |
| 1   | 8265S - JB Weld - NAP - Bin: SPECIAL                                  | \$18.98   | \$13.56   |
| 1   | 04682 - M12 LOCKWASHER - PA - Bin: BOLT BIN                           | \$0.44    | \$0.23    |
| 1   | 04629 - M12-1.75 X 35 BOLT - PA - Bin: BOLT BIN                       | \$3.34    | \$1.76    |

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Phone: 770-887-6119  
Fax: 770-781-5746

395 Industrial Blvd  
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McDonough GA 30253-1738  
Phone: 770-957-5370  
Fax: 770-957-0859

5038 Buford Hwy  
PO Box 2623  
Norcross GA 30091  
Phone: 770-582-0377  
Fax: 770-674-7279

1374 Hwy 75 W  
Hiwassee GA 30546  
PO Box 458  
Blue Ridge GA 30513-0008  
Phone: 706-970-3077

1275 Carrollton Villa Rica Hwy  
Villa Rica GA 30180  
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912 Jernigan Street  
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7610 GA-85  
Waverly Hall, GA 31631  
PO Box 458  
Blue Ridge GA 30513-0008  
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| Qty  | B/O | Taxable | Description  | Price      |            | Amount     |
|------|-----|---------|--|------------|------------|------------|
| 1    |     |         | 900-6918-81 - Belt, Fan/serp for CAT C4.4 En - BAN - Bin: 17-3     | \$158.16   | \$141.21   | \$141.21   |
| 1    |     |         | 36534 - ROLOC DISC 3IN GR40 - NAP - Bin: S14-5-1                   | \$8.42     | \$4.68     | \$4.68     |
| 1    |     |         | 2654407 - OIL FILTER LARGE - EPS - Bin: 14-3                       | \$27.08    | \$21.66    | \$21.66    |
| 1    |     |         | 2656F853 - FUEL FILTER NEW PERK WF10000 - EPS - Bin: 5-1           | \$68.85    | \$57.86    | \$57.86    |
| 1    |     |         | 2656F843 - FUEL FILTER - EPS - Bin: 5-1                            | \$69.77    | \$58.63    | \$58.63    |
| 1    |     |         | 904-0011-57 - Filter, Air Primary PERK T3 NJ - BAN - Bin: 18-TOP   | \$91.02    | \$79.84    | \$79.84    |
| 1    |     |         | 904-0011-58 - Filter, Air Secondary PERK T3 - BAN - Bin: 18-TOP    | \$57.31    | \$50.27    | \$50.27    |
| 1    |     |         | 70000-10002 - OIL,2.5 GAL 15W-40 (Case of 2) - KUB - Bin: G2-2     | \$78.51    | \$62.81    | \$62.81    |
| 1    |     |         | 900-3900-10 - 10 Micron Spin On Hydraulic Fi - BAN - Bin: 10-3     | \$17.71    | \$12.65    | \$12.65    |
| 1    |     |         | 704-1015 - DRAIN PLUG - NAP - Bin: REQUIRED                        | \$12.90    | \$8.06     | \$8.06     |
| 1    |     |         | 26PB - 26OZ PB Blaster - NAP - Bin: 7-1                            | \$16.79    | \$11.99    | \$11.99    |
| 1    |     |         | 704-1344 - DRAIN PLUG - NAP - Bin: REQUIRED                        | \$13.18    | \$8.24     | \$8.24     |
| 2    |     |         | 70000-10000 - OIL,1 QT 15W-40 (Case of 1 - KUB - Bin: G2-1         | \$8.36     | \$6.69     | \$13.38    |
| 3    |     |         | 70040-0L014 - EXT LIFE 100% ANTIFREEZE/COOLA - KUB - Bin: G1-2     | \$25.68    | \$21.40    | \$64.20    |
| 4    |     |         | T419164 - GLOW PLUG WITH NUTS AND WASHERS - EPS - Bin: REQUIRED    | \$43.79    | \$35.03    | \$140.12   |
| 1    |     |         | U5MK1234 - SPEED SENSOR - EPS - Bin: SPECIAL                       | \$110.59   | \$92.93    | \$92.93    |
| 4    |     |         | 900-6051-95 - Screw, for Perkins T3 97Hp - BAN - Bin: REQUIRED     | \$9.22     | \$5.76     | \$23.04    |
| 4    |     |         | 900-6071-74 - SCREW, FOR PERKINS 142HP - BAN - Bin: REQUIRED       | \$19.77    | \$14.12    | \$56.48    |
| 9    |     |         | 900-4928-09 - Washer for Air Cleaner (PPL094 - BAI - Bin: REQUIRED | \$19.26    | \$13.76    | \$123.84   |
| 8    |     |         | 900-6051-75 - Mounting, for Perkins T4F 147H - BAI - Bin: REQUIRED | \$26.96    | \$22.47    | \$179.76   |
| 4    |     |         | 900-6051-76 - Spacer, for Perkins T4F 147HP - BAI - Bin: REQUIRED  | \$39.60    | \$33.00    | \$132.00   |
| 1    |     |         | 1231MF - BATTERY 1000 CCA STUD - DEK - Bin: 23-2                   | \$207.68   | \$188.80   | \$188.80   |
| 1    |     |         | 2656F854 - FUEL FILTER BOWL - EPS - Bin: 5-5                       | \$65.55    | \$55.08    | \$55.08    |
| 1    |     |         | NJ40033 - Perk T3 Short Block - MSC - Bin: SPECIAL                 | \$14506.42 | \$14083.90 | \$14083.90 |
|      |     |         | Total Labor  |            |            | \$4299.00  |
| 1.00 |     |         | SHOP SUPPLIES  | \$29.95    | \$29.95    | \$29.95    |
| 1.00 |     |         | F - Freight  | \$25.34    | \$25.34    | \$25.34    |

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7610 GA-85  
Waverly Hall, GA 31851  
PO Box 458  
Blue Ridge GA 30513-0008  
Phone: 706-582-3195

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| Qty  | B/O | Taxable | Description              | Price   |         | Amount  |
|------|-----|---------|--------------------------|---------|---------|---------|
| 1.00 |     |         | F - Freight              | \$33.16 | \$33.16 | \$33.16 |
| 1.00 |     |         | O - Outside Labor - EPS. | \$48.00 | \$48.00 | \$48.00 |

| Payment Type | Deposit | Check No. | Date | Amount |
|--------------|---------|-----------|------|--------|
|              |         |           |      |        |

RECEIPTS MUST ACCOMPANY ALL RETURNS  
20% RESTOCKING CHARGE WITHIN 30 DAYS  
NO RETURN ON ELECTRICAL PARTS, OPENED SEAL KITS OR SPECIAL ORDER PARTS

\* Designates Tax Applied to This Item

SIGNATURE

INVOICE RO2177



|                |             |
|----------------|-------------|
| Equipment      | \$0.00      |
| Labor          | \$4,299.00  |
| Parts          | \$23,681.41 |
| Freight        | \$58.50     |
| Mileage        | \$0.00      |
| Other          | \$48.00     |
| Shop Supplies  | \$29.95     |
| Total Charges  | \$28,116.86 |
| Total Tax      | NT          |
| Total          | \$28,116.86 |
| Total Payments | \$0.00      |
| Balance        | \$28,116.86 |

**AGENDA ITEM SUMMARY**  
**July 01, 2025, City Council Workshop**  
**Item Number: 9**



Presented by: William VonDenBosch

Public Works Department

**ITEM SUMMARY:**

Request authorization to grant a sewer easement on city property at parcel # 094-0105300 2040 Avalon Pkwy to JBE Realty Holdings, LLC, for development of an auto dealership.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Mayor to sign documents and City attorney to approve agreement.

**STAFF RECOMMENDATION:**

Staff recommends approval.

**FINANCIAL IMPACT:**

N/A

**FUNDING SOURCE:**

N/A

**ATTACHMENTS:**

**OTHER DEPARTMENTAL REVIEW NEEDED:**

Yes

No

After recording, return to:  
Jon R. Erickson, Esq.  
Schulten Ward & Turner, LLP  
260 Peachtree Street, Suite 2700  
Atlanta, Georgia 30303

Cross Reference:  
Deed Book 19345,  
Page:1057 Henry County, Georgia

## **SANITARY SEWER EASEMENT AGREEMENT**

THIS SANITARY SEWER EASEMENT AGREEMENT (“Sewer Easement”) is made and entered into this \_\_\_\_\_ day of June 2025 by THE CITY OF MCDONOUGH, GEORGIA, a political subdivision of the State of Georgia, its successor and assigns (the “City”) and JBE REALTY HOLDINGS, LLC, a Georgia limited liability company, its successors and assigns (“JBE”).

### W I T N E S S E T H:

WHEREAS, JBE is the owner of approximately 13.7218 acres lying and being in Land Lot 195 and 196, 7<sup>th</sup> District, Henry County as more particularly described on Exhibit A attached hereto and by this reference made a party hereof (the “JBE Property”);

WHEREAS, the City is the owner of approximately 2.55 acres of unimproved real property lying and being in Land Lots \_\_ , \_\_ District, Henry County, Georgia as more particularly described on Exhibit B attached hereto and by this reference made a part hereof (“City Property”); and

WHEREAS, JBE is desirous of constructing a vehicle service facility and possible automobile dealership with one or more buildings, walkways, driveways and associated surface parking (the “Project”); and

WHEREAS, as a part of the construction of the Project, JBE has requested and the City has agreed to provide a sanitary sewer easement to JBE on which JBE shall construct and install a sanitary sewer line and connections associated therewith (the “Sanitary Sewer Line”) to tie in to the City’s sewer line for the benefit of the JBE Property.

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00) and the covenants contained herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement to JBE Until such time, if any, as the Sanitary Sewer Line is dedicated and accepted by any governmental unit or authority, the City does hereby grant to JBE a non-exclusive right, privilege and easement for the purpose of constructing, accessing and draining effluent through the Sanitary Sewer Line as more particularly described on Exhibit "C" attached hereto and by this reference made a part hereof (the "Easement Area").

In addition, Property Owner does hereby grant to JBE, a temporary construction easement in the Easement Area together with reasonable access over the City Property for the purpose of constructing and installing the Sanitary Sewer Line. The Sanitary Sewer Line shall be designed and installed to comply with the requirements of the City of McDonough and Henry County for dedication and county maintenance. JBE shall leave the Easement Area in a clean and sightly condition with all debris removed and with all trenches and cuts properly filled.

Upon completion of the Sanitary Sewer Line by JBE, JBE shall have the right to enter the Easement Area from time to time for the purpose of accessing, maintaining and repairing the Sanitary Sewer Line.

2. Conditions and Obligations with Respect to Easements.

(a) City reserves all of the right, title, and interest in and to the Easement Area, and shall not interfere with JBE's rights to use the Easement Area in accordance with this Sewer Easement.

(b) JBE hereby agrees to coordinate all of its maintenance and repair efforts within the Easement Area with the City's Development of Public Works. After JBE's construction is complete, JBE shall endeavor to provide the City a minimum of seven (7) business days notice of its intention to enter the Easement Area for routine maintenance and repair; no advance notice shall be required for any inspection and for any maintenance and repairs where life and health are at risk or other "emergency" situations. JBE shall perform all its work in a workmanlike and professional manner and "lien free" and shall not unreasonably interfere with the rights of the City or the City's licensees and invitees.

(c) Any damage to the Easement Area, including any portions thereof which have been improved with asphalt, any other improvements constructed therein or any other portion of the Project caused by JBE's exercise of its rights hereunder or the use of the easements granted herein shall be repaired by JBE in a timely fashion, at its sole cost and expense. In the event JBE shall, after written notice to the City, fails to repair such damage or restore to its original condition, or, if having commenced such repairs, fails to diligently pursue the completion of such repairs, the City shall have the right to repair such damage and JBE, within twenty (20) days of demand therefor, shall reimburse the City for all reasonable costs incurred by the City in connection with such repair.

(d) The easement rights granted herein to JBE by the City may be utilized by JBE's contractors, agents, tenants, and employees in connection with the construction of improvements on the JBE Property.

3. Indemnity. JBE hereby indemnifies, holds harmless, and agrees to defend the City and its manager, officers, agents and representatives, from and against any and all claims, demands, costs, damages, and other liabilities (including reasonable attorneys' fees and costs for litigation) for personal injury, including death, or property damage arising from the exercise by JBE or its contractors, agents, tenants and employees of the rights granted JBE under this Sewer Easement or the failure of JBE, its contractors, agents, tenants, and employees to perform JBE's obligations hereunder.

4. Insurance. JBE, at its own expense, shall provide and keep in force with companies reasonably acceptable to the City public liability insurance for the benefit of JBE against liability for bodily injury and property damage in the minimum amount of One Million and No/100 Dollars (\$1,000,000.00). The policy shall further provide that it shall not be canceled or altered before such time as this Sewer Easement terminates. JBE shall furnish the City with a certificate of such policy evidencing the coverage required herein. If JBE shall fail to procure and maintain this insurance, the City may, but shall not be required to procure and maintain the same at the expense of JBE.

6. Entire Agreement. This Sewer Easement constitutes the entire agreement between the parties and understanding between JBE and the City relating to the subject matter hereof and may not be amended, waived, or discharged except by instrument in writing executed by the party against which enforcement of such amendment, waiver, or discharge is sought.

7. Severability. The invalidity of any one of the covenants, agreements, conditions, or provisions of this Sewer Easement, or any portion thereof, shall not effect the remaining portions thereof, or any part thereof, and this Sewer Easement shall be modified to substitute in lieu of the invalid provision, a like and valid provision which reflects the agreement of the parties with respect to the covenant, agreement, condition, or provision which has been deemed invalid.

8. Governing Law. This Sewer Easement shall be governed by and construed in accordance with the laws of the State of Georgia.

9. Counterparts. This Sewer Easement may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same document.

10. Notices. Any notice or communication required or permitted hereunder shall be in writing and be sent either by: (i) personal delivery service with charges therefor billed to shipper; (ii) overnight delivery service with charges therefor billed to shipper; or (iii) United States Mail postage prepaid, certified mail, return receipt requested, addressed to the parties as follows:

CITY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn:

JBE:

JBE Realty Holdings, LLC  
5855 Peachtree Blvd.  
Atlanta, Georgia 30341  
Attn: Wesley Ellis or Stacey E. Hodges

Any notice or communication sent as hereinabove provided shall be deemed given or delivered: (i) upon receipt if personally delivered; (ii) upon delivery by an overnight delivery service; or (iii) if sent by the U.S. Postal Service Certified Mail, on the date appearing on the return receipt, or if there is no date on such return receipt, the receipt date shall be presumed to be the postmark date appearing on such return receipt. If delivery is refused or cannot be made, the notice date shall be the date of attempted delivery. Any party may change its address for notice by notice to the other parties in the manner set forth above at least ten (10) days prior to such change.

11. Successors and Assigns. This Sewer Easement and the rights and liabilities conferred or undertaken hereby shall run with both the benefited and the servient properties described herein, and every part thereof, and the respective owners from time to time, and shall be binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns, and anyone claiming by, through or under any of them.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, JBE and the City have caused their authorized representatives to execute this Sewer Easement under seal on the day first above written.

Signed, sealed and delivered in the presence of:

CITY:

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

[CITY SEAL]

[NOTARIAL SEAL]

Commission Expiration Date:

[SIGNATURES FOLLOW ON NEXT PAGE]

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

Commission Expiration Date:

JBE:

JBE REALTY HOLDINGS, LLC  
a Georgia limited liability company

By: \_\_\_\_\_ Seal)

Title: \_\_\_\_\_

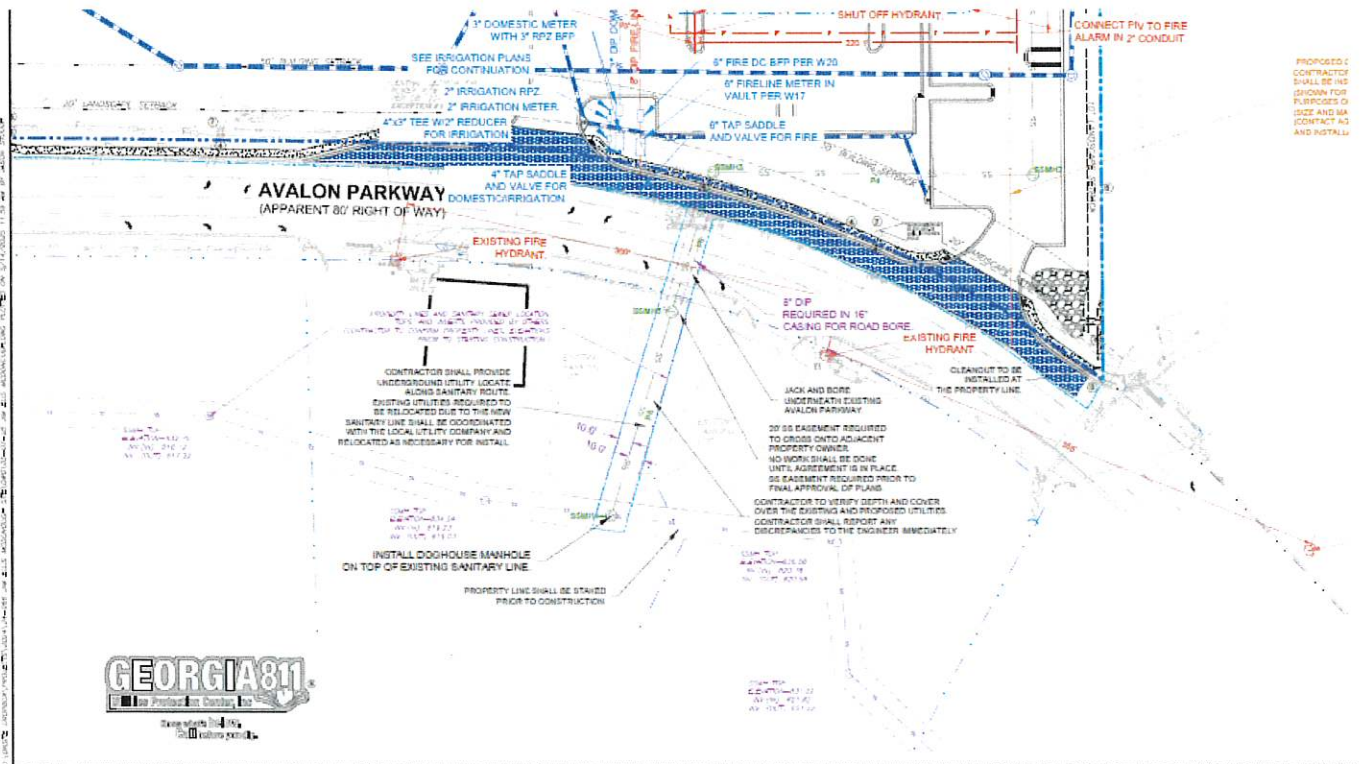
EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being Land Lot 195 and 196, 7<sup>th</sup> District, Henry County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence at a point at the intersection of the southwesterly right-of-way line of Interstate I-75 (300 feet wide limited access right-of-way) and that land lot line common to the southern Land Lot Line of Land Lot 190 and the north Land Lot Line of Land Lot 195; thence, leaving said point and said land lot line and running along the aforesaid right-of-way line of Interstate I-75, South 46° 31' 59" East, 101.63 feet to a 1/2" rebar found; thence South 46° 33' 13" East, 200.00 feet to a 1/2" rebar found and the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING thus established, continuing along the aforesaid right-of-way line of Interstate I-75, South 46° 33' 21" East, 748.46 feet to a 1/2" rebar found; thence, leaving the aforesaid right-of-way line of Interstate I-75 South 43° 26' 39" West, 929.36 feet to a point on the northeasterly right-of-way of line of Avalon Parkway (apparent 80 feet wide right-of-way); thence, running along the right-of-way line of Avalon Parkway North 05° 04' 10" West, 9.01 feet to a point; thence, North 11° 23' 55" West, 73.78 feet to a point; thence, North 18° 06' 50" West, 73.35 feet to a point; thence, North 21° 28' 00" West, 21.47 feet to a point; thence, along an arc of a curve deflecting to the left, 285.80 feet, said curve having a radius of 755.49 feet and a chord bearing and distance of North 32° 27' 16" West, 284.10 feet to a point; thence, North 45° 52' 49" West, 321.93 feet to a point; thence leaving the right-of-way line of Avalon Parkway and running North 43° 26' 39" East, 763.86 feet to the TRUE POINT OF BEGINNING, containing 597,721 square feet or 13.7218 acres of land, more or less, as shown on the ALTA/NSPS Land Title Survey for JBE Realty Holdings, LLC, dated March 1, 2024, prepared by Terra Mark Land Surveying, Inc., by Kevin W. Hardy, G.R.L.S. No. 3507, and designated as Project No. 2024-024.

EXHIBIT "B"

# EXHIBIT "C"





**9.08.120 Sounds and noises prohibited; violations.**

**A. Definitions**

All terminology used in this article, not defined below, shall be in conformance with applicable publications of the American National Standards Institute (ANSI) or its successor body. The following words and terms, when used in this article, shall have the following meanings:

1. A-weighting is the electronic filtering in sound level meters that models human hearing frequency sensitivity.
2. Background sound level is the total sound pressure level in the area of interest excluding the noise source of interest.
3. Commercial or business property category is all property which is used primarily for the sale of merchandise or goods, or for the performances of service, or for office or clerical work. Any property zoned multi-use, as that term may be used in chapter 27 shall be deemed commercial or business property under this chapter.
4. Construction is any site preparation, assembly, erection, repair, alteration or similar action, or demolition of buildings or structures.

**B. Sound Level Limitations**

1. No person shall cause, suffer, allow, or permit the operation of any sound source in such a manner as to create a sound level that exceeds the sound level limits set forth in table 1 when measured at or within the real property line of the receiving property using the slow response setting unless otherwise noted. Such a sound source would constitute a noise disturbance.

**Table 1 Sound Level Limits by Receiving Property**

| Receiving property zoning category      | Day of week             | Time of day | Distance from sound source | Sound limitation |
|---|-------------------------|-------------|----------------------------|------------------|
| Residential or noise sensitive facility | Everyday                | Daytime     | 0-50 feet                  | 80 dB            |
|   |                         |             | 51-150 feet                | 75 dB            |
|   |                         |             | 151-300 feet               | 65 dB            |
|   |                         |             | Over 300 feet              | 55 dB            |
| Residential or noise sensitive facility | Sunday through Thursday | Nighttime   | 0-50 feet                  | 70 dB            |
|   |                         |             | 51-150 feet                | 65 dB            |
|   |                         |             | 151-300 feet               | 55 dB            |
|   |                         |             | Over 300 feet              | 50 dB            |
| Residential or noise sensitive facility | Friday and Saturday     | Nighttime   | 0-50 feet                  | 75 dB            |
|   |                         |             | 51-150 feet                | 65 dB            |
|   |                         |             | 151-300 feet               | 55 dB            |
|   |                         |             | Over 300 feet              | 50 dB            |
| Commercial                              | Sunday to Friday        | Daytime     | 0-50 feet                  | 80 dB            |
|   |                         |             | 51-150 feet                | 75 dB            |
|   |                         |             | 151-300 feet               | 65 dB            |
|   |                         |             | Over 300 feet              | 55 dB            |

|            |                     |           |   |                                  |
|------------|---------------------|-----------|---|----------------------------------|
| Commercial | Sunday to Thursday  | Nighttime | 0-50 feet<br>51-150 feet<br>151-300 feet<br>Over 300 feet | 70 dB<br>65 dB<br>55 dB<br>50 dB |
| Commercial | Friday and Saturday | Daytime   | 0-50 feet<br>51-150 feet<br>151-300 feet<br>Over 300 feet | 85 dB<br>80 dB<br>70 dB<br>65 dB |
| Commercial | Friday and Saturday | Nighttime | 0-50 feet<br>51-150 feet<br>151-300 feet<br>Over 300 feet | 75 dB<br>70 dB<br>65 dB<br>55 dB |
| Industrial | Everyday            | Anytime   | 0-50 feet<br>51-150 feet<br>151-300 feet<br>Over 300 feet | 85 dB<br>80 dB<br>70 dB<br>65 dB |

**C. Exemption**

1. Noise generated from municipally sponsored or approved celebrations or events shall be exempt from the provisions of subsections 16-152(a) and (b).
2. The following are exempt from the sound level limits of subsections 16-152(a), (b), and (c):
  - a. Sound by public safety vehicles, emergency signaling devices, or authorized public safety personnel for the purpose of alerting persons to the existence of an emergency;
  - b. Noise from an exterior burglar alarm of any building, provided such burglar alarm shall terminate its operation within five minutes of its activation if the sound is uninterrupted or ten minutes if intermittent;
  - c. Noise from any automobile alarm, provided such alarm shall terminate its operation within five minutes of its activation if the sound is uninterrupted or ten minutes if the sound is intermittent;
  - d. The generation of sound in situations within the jurisdiction of the Federal Occupational Safety and Health Administration;
  - e. Organized band and/or sports league activity sponsored by a school or the City of McDonough that is otherwise in compliance with the code of ordinances of the City of McDonough, Georgia;
  - f. Unamplified bells, chimes or carillons while being used in conjunction with religious services between the hours of 7:00 a.m.-10:00 p.m.;
  - g. Emergency work;
  - h. Events with amplified sound that are operating within the time and volume parameters set forth in an approved special administrative permit;

D. **Restricted uses and activities**

Notwithstanding the provisions of subsection (1)—(2)a. and the exceptions above, the following standards shall apply to the activities or sources of sound set forth below:

- (1) Non-commercial or non-industrial power tools used for landscaping and yard maintenance shall not be operated between the hours of 7:00 p.m. and 7:00 a.m., or on Saturday or Sunday before the hour of 9:00 a.m. At all other times, the limits set forth in subsection (1)—(2)a. do not apply to non-commercial or non-industrial power tools and landscaping and year maintenance equipment, provided that all motorized equipment is operated with a functioning muffler.
  - (2) Commercial or industrial power tools used for landscaping and yard maintenance shall be operated with a muffler. All motorized equipment used in these activities shall not be operated on a residential property or within 250 feet of a residential property line, between the hours of 7:00 p.m. and 7:00 a.m. on weekdays, or before the hour of 9:00 a.m. or after the hour of 5:00 p.m. On Saturday, or at anytime on Sunday, unless:
    - a. Such activities are deemed emergency work, or
    - b. Such activities meet the limits set forth in subsection (1)—(2)a.
- a. At all other times, the limits set forth in subsection (1)—(2)a. do not apply to commercial or industrial power tools and landscaping and yard maintenance equipment. In determining whether to grant or deny the application, the chief or the chief's designated representative shall balance the hardship to the applicant, the community, and other persons of not granting the special variance against the adverse impact on the health, safety and welfare of persons affected, the adverse impact on property affected, and any other adverse impact of granting the special variance. Applicants for special variances may be required to submit any information the chief or the chief's representative may reasonably require. In granting or denying an application, the chief or the chief's representative shall place on public file a copy of the decision and the reasons for denying or granting the special variance.
  - b. Special variances shall be granted by notice to the applicant containing all necessary conditions, including a time limit on the permitted activity. The special variance shall not become effective until all conditions are agreed to by the applicant. Noncompliance with any condition of the special variance shall terminate it and subject the person holding it to those provisions of this article regulating the source of sound or activity for which the special variance was granted.
  - c. Application for extension of time limits specified in special variances or for modification of other substantial conditions shall be treated like applications for initial special variances.
  - d. The chief of police or the chief's designated representative may issue guidelines approved by city council defining the procedures to be followed in applying for a special variance and the criteria to be considered in deciding whether or not to grant a special variance.

**E. Enforcement procedures; miscellaneous.**

a) Except as provided in subsection (b) of this section, the city may prosecute noise related violations by issuance of a city ordinance citation, in which case, the penalty for a violation shall be as set forth in section 1-11 of this Code. In addition to issuing any penalty as provided in section 1-11, or in lieu thereof, the municipal court judge may issue an order requiring immediate abatement of any sound source alleged to be in violation of this section.

- (1) Notwithstanding the generally punishments established above, the fine for a first conviction of this Chapter shall be not less than \$200.00, in addition to any other penalty imposed by the Court, however, the total fine shall not exceed \$1,000.00.
- (2) Upon a second conviction within 12 months, measured from the date of the conviction, the Court shall impose a fine of not less than \$500.00, in addition to any other penalty imposed by the Court, however, the total fine shall not exceed \$1,000.00.
- (3) Upon a third conviction within 24 months, measured from the date of the earliest conviction, the Court shall impose a fine of \$1,000.00, in addition to any other penalty imposed by the Court.
- (4) Upon a third conviction within 24 months, measured from the date of the earliest conviction, if the offender has been granted or has applied for an alcohol license as a restaurant or as a late night establishment, such license shall automatically be suspended as of the date of the conviction, and proceedings initiated to revoke such alcohol license in accordance with the City of McDonough Alcohol Ordinance. The clerk of municipal court shall refer such third convictions to the attention of the city administrator or her or his designee for action consistent with this paragraph.

DRAFT

STATE OF GEORGIA  
CITY OF MCDONOUGH

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE AMENDING TITLE 8, HEALTH AND SAFETY, OF THE CITY CODE OF ORDINANCES; ENACTING SMOKE-FREE AIR REGULATIONS WITHIN THE CITY 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 Georgia Smoke-free Air Act (O.C.G.A. § 31-12A-1, et seq.) prohibits smoking inside most public areas and sets forth specific regulations governing smoking;

**WHEREAS**, Georgia Smoke-free Air Act authorizes local governments to enact rules and regulations which further regulate smoking within their respective jurisdictions;

**WHEREAS**, the City Council desires through this Ordinance to adopt smoking regulations within the City in protection of City residents, visitors, employees and businesses; and

**WHEREAS**, the City Council finds this Ordinance to be in the best interest of the health, safety and welfare of the City.

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

**Section 1.** Title 8, Chapter 8.06 of the City of McDonough Code of Ordinances, is hereby amended by adding Chapter 8.06, Smoke-free air, to read as follows:

**TITLE 8 - HEALTH AND SAFETY**

**CHAPTER 8.06 - SMOKE-FREE AIR**

**8.06.010. - Short title.**

This chapter shall be known as the City of McDonough Smoke-free Air Ordinance.

**8.06.020. - Code adopted.**

The Georgia Smoke-free Air Act of 2005, O.C.G.A. § 31-12A-1, et seq. and related Georgia Department of Community Affairs regulations are adopted by reference, as if fully set forth herein.

**8.06.030. - Other applicable laws.**

This chapter shall not be interpreted to permit smoking where it is otherwise restricted by other applicable laws.

**8.06.040. - Definitions.**

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:

(1) "*Bar*" means an establishment that is devoted to the serving of alcoholic beverages for consumption by guests on the premises and in which the serving of food constitutes less than 60 percent of total revenue, and is only incidental to the consumption of those beverages, including but not limited to, taverns, nightclubs, cocktail lounges, and cabarets, and where absolutely no persons are permitted on the premises under the age of 18.

(2) "*Business*" means a corporation, sole proprietorship, partnership, limited partnership, limited liability corporation, limited liability partnership, professional corporation, enterprise, franchise, association, trust, joint venture and/or other entity, whether for profit or nonprofit, including retail establishments where goods or services are sold, as well as other entities where legal, medical, dental, engineering, architectural or other professional services are delivered.

(3) "*Electronic smoking device*" means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen or e-hookah. Electronic smoking device includes any component, part, or accessory of the device, and also includes any substance intended to be aerosolized or vaporized during the use of the device, whether or not the substance contains nicotine. Electronic smoking device does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

(4) "*Employer*" means an individual or a business that employs one or more individuals.

(5) "*Enclosed area*" means all space between a floor and ceiling that is enclosed on all sides by solid walls or windows, exclusive of doorways, which extend from the floor to the ceiling.

(6) "*Health care facility*" means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including, but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, homes for the chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists, and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within health care facilities. This definition shall not include long-term care facilities as defined in paragraph (3) of Code Section 31-8-81.

(7) "*Infiltrate*" means to permeate an enclosed area by passing through its walls, ceilings, floors, windows, or ventilation systems to the extent that an individual can smell secondhand smoke.

(8) "*Outdoor public facility*" means any sports arenas, ball fields, parks, amphitheaters, tennis centers, tennis courts and other outdoor recreation area owned by the city.

(9) "*Private club facilities*" means a building or leased space where the persons present are solely members of a club such as the Elks Club or the Veterans of Foreign Wars that is for the members' exclusive use only.

(10) "*Place of employment*" means an enclosed area under the control of a public or private employer that employees utilize during the course of employment, including, but not limited to, work areas, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, employee cafeterias, and hallways. A private residence is not a place of employment unless it is used as a licensed child care, adult day-care, or health care facility. This term shall not include vehicles used in the course of employment.

(11) "*Public place*" means an enclosed area to which the public is invited or in which the public is permitted, including, but not limited to, banks, bars, educational facilities, health care facilities, laundromats, public transportation facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports arenas, theaters, and waiting rooms. A private residence is not a public place unless it is used as a licensed child care, adult day-care, or health care facility.

(12) "*Restaurant*" means an eating establishment where the sale of food is 60 percent or more of total revenue, including but not limited to, coffee shops, cafeterias, sandwich stands, and private and public-school cafeterias, which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term restaurant shall include a bar area within the restaurant.

(13) "*Retail tobacco store*" means a retail store utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental.

(14) "*Secondhand smoke*" means smoke emitted from lighted, smoldering, or burning tobacco when the person smoking is not inhaling, smoke emitted at the mouthpiece during puff drawing, and smoke exhaled by the person smoking.

(15) "*Service line*" means an indoor line in which one or more persons are waiting for or receiving service of any kind, whether or not the service involves the exchange of money.

(16) "*Shopping mall*" means an enclosed public walkway or hall area that serves to connect retail or professional establishments.

(17) "*Smoking*" means inhaling, exhaling, burning, or carrying any lighted and/or heated tobacco product, whether natural or synthetic, including vaping, cigarettes, cigars, and pipe tobacco and electronic smoking devices.

(18) "*Sports arena*" means enclosed stadiums and enclosed sports pavilions, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys, and other similar places where members of the general public assemble to engage in physical exercise, participate in athletic competition, or witness sports or other events.

**8.06.050. - City owned property.**

No person shall smoke on and/or in any property owned by the City.

**8.06.060. - Prohibition of smoking in Downtown Entertainment District.**

Smoking shall not be permitted within 50 feet of the City's Downtown Entertainment District, with exception that smoking may occur within the Downtown Entertainment District's Designated Smoking Area located within the parking area of the Welcome Center. A map hereby establishing and depicting the Downtown Entertainment District and Designated Smoking Area for the Downtown Entertainment District is available through the City Clerk's Office. This prohibition shall not apply to City approved cigar shops existing at the time of adoption of this ordinance.

**8.06.070. - Prohibition of smoking at outdoor public facilities.**

Smoking shall not be permitted within 25 feet of bleachers, dugouts, pools, restrooms, playgrounds and/or sports field sidelines where members of the public may be sitting.

**8.06.080. - Prohibition of smoking in places of employment.**

- A. Smoking shall be prohibited in all enclosed areas of places of employment. This includes, without limitation, common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, vehicles, and all other enclosed facilities.
- B. Employers may establish designated smoking areas on their premises solely available to their contractors, agents and/or employees, so long as such area is:
  - 1. Outdoors;
  - 2. At the exterior of the business;
  - 3. At least 25 feet away from areas frequented by the general public; and
  - 4. Not an area in which smoking is otherwise prohibited pursuant to another section of this chapter.

**8.06.090. - Prohibition of smoking in enclosed public places.**

Smoking shall be prohibited in all enclosed public places within the City, including but not limited to, the following places:

- A. Aquariums, galleries, libraries, and museums.
- B. Areas available to the general public in businesses and non-profit entities patronized by the public, including but not limited to, banks, laundromats, professional offices, and retail service establishments.
- C. Bars, with the exception of those exempted under Sec. 6-10012 of this chapter.
- D. Bingo facilities.
- E. Child care and adult day care facilities.
- F. Convention facilities.
- G. Educational facilities, both public and private.
- H. Elevators.
- I. Gambling facilities.
- J. Health care facilities.
- K. Hotels and motels.
- L. Lobbies, hallways, and other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities.
- M. Parking structures.
- N. Polling places.
- O. Public transportation vehicles, including buses and taxicabs, under the authority of the City of South Fulton, and public transportation facilities, including bus, train, and airport facilities.
- P. Restaurants.
- Q. Restrooms, lobbies, reception areas, hallways, and other common-use areas.
- R. Retail stores.
- S. Rooms, chambers, places of meeting or public assembly, including school buildings, under the control of an agency, board, commission, committee or council of the City or a political subdivision of the State, to the extent the place is subject to the jurisdiction of the City.
- T. Service lines.
- U. Shopping malls.
- V. Sports arenas, including enclosed places in outdoor arenas.
- W. Theaters and other facilities primarily used for exhibiting motion pictures, stage dramas, lectures, musical recitals, or other similar performances.

**8.06.090. - Prohibition of Smoking in Enclosed Residential Facilities**

Smoking shall be prohibited in the following enclosed residential facilities:

- A. All private and semi-private rooms in nursing homes.
- B. All hotel and motel guest rooms.

**8.06.100. – Second Hand Smoke.**

Smoking is prohibited within ten feet outside an enclosed area where smoking is prohibited under this chapter, to ensure that tobacco smoke does not enter the area through entrances, windows, ventilation systems, or other means.

**8.06.110. - Where smoking is not regulated.**

Notwithstanding any other provision of this chapter to the contrary, the following areas shall be exempt from the provisions of sections 8.06.060 through 8.06.090:

- A. Private residences, except when used as a licensed childcare, adult day care, or health care facility.
- B. Outdoor areas except those covered by the provisions of 8.06.070 of this chapter.
- C. Restaurant patios.
- D. Cigar bars, which shall be defined for purposes of this section as an establishment licensed by the City to operate as a tobacco business, and/or with a pending application with the City for a license to operate as a tobacco business, as of December 31, 2023. A cigar bar meeting this exception must not allow patrons or employees who are under age 21 during any operational hours that smoking is permitted on the premises. This exemption shall be nontransferable and shall expire automatically should the establishment at any time cease operations for more than thirty days, change ownership or cease to allow smoking on the premises for a period of more than thirty days.

**8.06.120. - Advertisements and posting of signs.**

- A. "No smoking" signs or the international "no smoking" symbol consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it may be clearly and conspicuously posted by the owner, operator, manager, or other person in control in every public place and place of employment where smoking is prohibited by this chapter.

**8.06.130. - Violations and penalties.**

- A. A person who smokes in an area where smoking is prohibited by this chapter shall be guilty of an infraction, punishable by a fine not exceeding \$100, per occurrence.
- B. A person who owns, manages, operates, or otherwise controls a public place or place of employment and who fails to comply with the provisions of this chapter shall be guilty, per occurrence, of an infraction punishable by:
  - (1) A fine not exceeding \$100.00 for a first violation.
  - (2) A fine not exceeding \$500.00 for a second violation.

(3) A fine not exceeding \$1000.00 for each additional violation.

\*\*\*\*\*

**Section 2.** 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 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 ORDAINED**, this \_\_\_\_ day of July 2025.

ATTEST:

CITY OF MCDONOUGH, GEORGIA:

\_\_\_\_\_  
Christy L. Taylor, City Clerk

\_\_\_\_\_  
Sandra Vincent, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Emilia C. Walker, City Attorney



**AGENDA ITEM SUMMARY**  
**July 01, 2025, City Council Workshop**  
**Item Number: 11**

Presented by: Sylvia Smith, Director      Community & Economic Development Department

**ITEM SUMMARY:**

The request for Case #**250502 (McDonough Community Chiropractic)** is for a rezoning from M-1 (Light Industrial) to C-1 (Neighborhood Commercial) for a chiropractic/medical office. The subject property is located at 310 Griffin St. and further recognized as Tax Parcel ID #M10-01012000 and lies within District 1 (CM Rufus Stewart).

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Said application is to be processed following schedule herein:

- 06/10/2025 Municipal Planning Commission Workshop
- **07/01/2025 City Council Workshop**
- 07/08/2025 Municipal Planning Commission Public Review
- 07/21/2025 City Council Public Hearing & Vote

**STAFF RECOMMENDATION:**

PENDING FINAL STAFF REPORT and Planning Commission Public Review

**FINANCIAL IMPACT: N/A**

**FUNDING SOURCE: N/A**

**ATTACHMENTS:**

- P/Z Initial Staff Report

**OTHER DEPARTMENTAL REVIEW NEEDED:**

Yes, comments are pending.



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

**MEMORANDUM**

June 6, 2025

**TO:** City and County Reviewing Agencies  
**CC:** Municipal Planning Commission Members  
**FROM:** Tina Tebo, Planning Technician  
**SUBJECT:** Initial Review of Proposed Petition(s) Request – Case #250502

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

**Applicant:** Rigoberto & Karla Galindo for McDonough Community Chiropractic.

**Request:** A petition to rezone property to C-1 (Neighborhood Commercial) for a medical office.

**Zoning History:** M-1 (Light Industrial)

**Tax-Parcel ID#:** M10-01012000

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**Address:** **310 Griffin St.**

**Tract Size:** 0.30 +/- acres

**Location:** Land Lot(s) 156 of the 7th District

**Infrastructure:** Water & Sewer Service: City of McDonough  
Electrical Service: Georgia Power  
Telephone: Spectrum  
Cable: Spectrum

**Attachments:**

# Letter of Intent

Date: May 2, 2025

To: City of McDonough Community Development  
136 Keys Ferry Street  
McDonough, GA 30253

From: Leticia De Paz (Owner)  
2579 Highway 20 East  
McDonough, GA 30252

Subject: Letter of Intent for rezoning of Residential Property to commercial (Chiropractic Office)

To whom it may concern,

This letter serves as a formal expression of intent by Leticia De Paz, the current owner of the property located at 310 Griffin St McDonough, GA 30253 Parcel No. M10-01012000, to request a rezoning of the property from its current M1 zoning designation to a C-1 zoning designation that would permit the operation of a chiropractic office. We believe a C1 designation would be appropriate for this purpose.

The applicants Rigoberto and Karla Galindo intend to operate a professional chiropractic practice at the subject property. The practice will provide non evasive musculoskeletal adjustments, therapeutic exercises and patient education.

We believe that a chiropractic office at this location would offer viable access to healthcare services to the community with minimal traffic impact compared to other commercial uses and be inline with the aesthetics of current neighboring offices.

Thank you for your time and consideration of this Letter of Intent. We look forward to your response and guidance on the next steps.

Sincerely,



Leticia De Paz

**Rigoberto Galindo**  
117 Country Meadows Ct  
McDonough, GA 30252  
Cell: (562) 322-6442  
May 4, 2025

**To: McDonough Community Development Board**  
136 Keys Ferry Street  
McDonough, GA30253

**Subject: Facade Review and Material Updates**

Dear Members of the McDonough Community Development Board,

I am submitting this facade review to outline the materials and improvements planned for the exterior renovations of 310 Griffin St. McDonough, GA 30253. These updates align with aesthetic and structural standards while enhancing durability and energy efficiency.

The planned updates include:

- **Additions on both the southwest and northeast corners**, expanding the existing structure while maintaining architectural cohesion with upgraded materials and design.
- **Concrete siding** to provide long-lasting protection and a modern appearance.
- **Energy-efficient windows** designed to improve insulation, reduce energy consumption, and enhance indoor comfort.
- **Shingled roof** for durability, weather resistance, and visual appeal.
- Additional exterior improvements such as **updated entryways, refreshed paint, and landscaping enhancements** to complement the overall facade.

These improvements prioritize sustainability, durability, and the community's aesthetic integrity. I appreciate your time in reviewing this submission and welcome any feedback or recommendations. Should you require further details or supporting documentation, please do not hesitate to contact me.

Thank you for your time and consideration.

Sincerely,  
  
**Rigoberto Galindo**

Rigoberto Galindo  
117 Country Meadows Ct  
McDonough, GA 30252  
Cell (562)322-6442

May 4, 2025

McDonough Community Development Board  
136 Keys Ferry Street  
McDonough, GA 30253

**Subject: Letter of Intent Regarding Parking Improvements at 310 Griffin St McDonough, GA 30253**

Dear Members of the McDonough Community Development Board,

This letter serves as a formal statement of intent regarding planned improvements to the property. Specifically, I intend to undertake the following improvements to the parking area:

1. **Cementing of the Parking Lot:** The existing parking area will be fully paved with concrete. This will improve the overall condition of the lot, providing a durable, safe, and aesthetically pleasing surface.
2. **ADA-Compliant Parking Space:** I will designate and construct **one (1)** parking space in full compliance with the Americans with Disabilities Act (ADA) Accessibility Guidelines. This will include the required signage, and appropriate dimensions to accommodate individuals with disabilities.
3. **Construction of an ADA-Compliant Ramp:** An ADA-compliant ramp will be constructed to provide accessible access from the parking lot to the adjacent building/property. This ramp will adhere to all specifications regarding slope, width, handrails, and landings, as mandated by the ADA.

These improvements are intended to demonstrate my commitment to creating a compliant and accessible environment. I am prepared to provide detailed plans and specifications for these improvements.

I look forward to discussing this matter further and providing any additional information that may be required. Thank you for your time and consideration.

Sincerely,  
  
Rigoberto Galindo

Rigoberto Galindo  
117 Country Meadows Ct  
McDonough, GA 30252

Cell: (562) 322-6442

May 5, 2025

McDonough Community Development Board  
136 Keys Ferry Street  
McDonough, GA 30253

Subject: Traffic Impact of Proposed Chiropractic Office at 310 Griffin St McDonough,  
GA 30253

Dear Members of the McDonough Community Development Board,

This letter addresses the potential traffic impact of our proposed chiropractic office at 310 Griffin St McDonough, GA 30252. Our analysis indicates a minimal effect on local traffic.

The office will operate 4 days a week (Mon, Wed, Fri: 9 AM to 6 PM; Sat: 9 AM to 2 PM), serving approximately 15 to 20 patients daily, generating an estimated 30 to 40 vehicle trips. These trips will be distributed throughout the day, with negligible increases during peak hours.

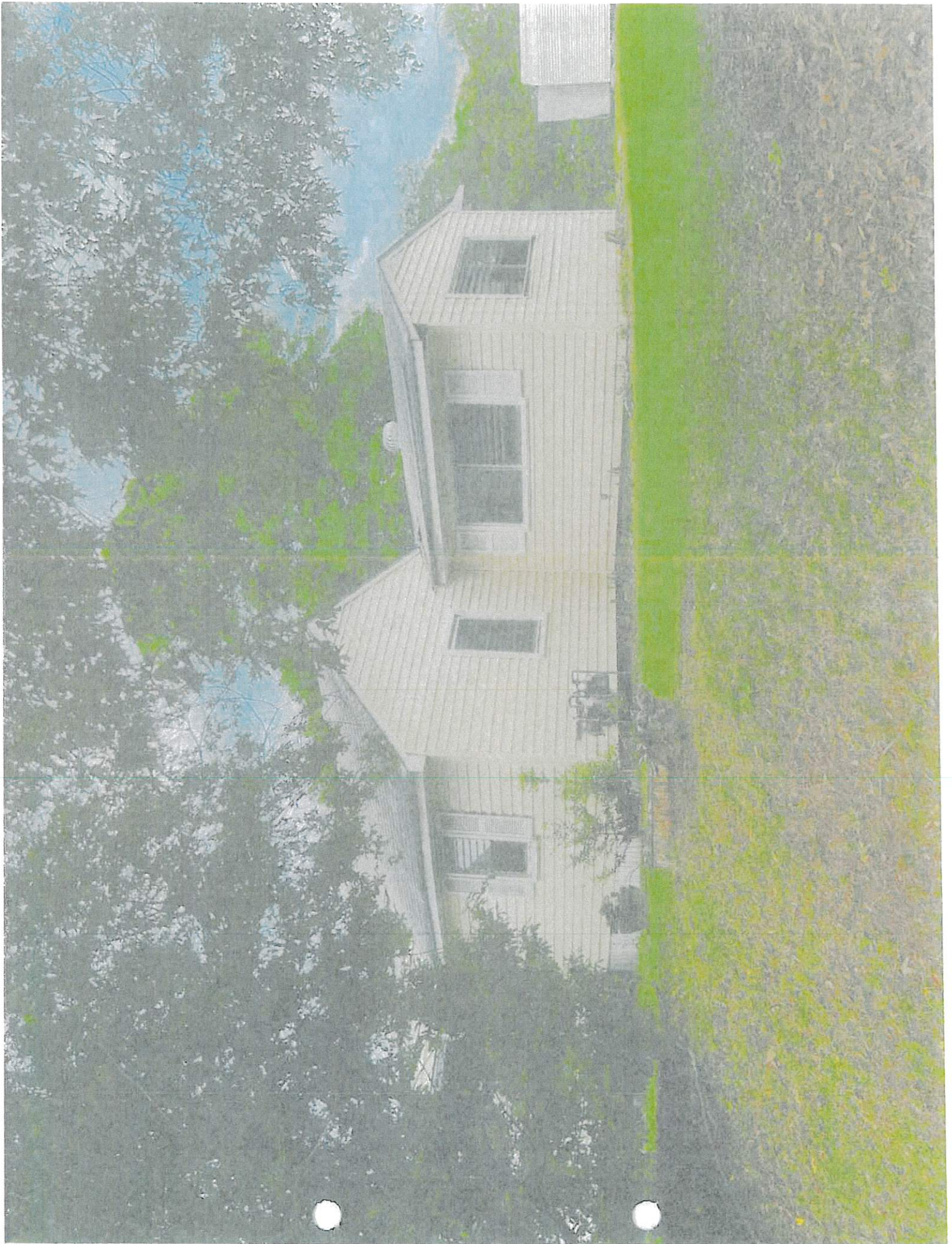
With a single entrance/exit on southbound Griffin St, our traffic evaluation concludes that the office will have a minimal impact on the surrounding transportation network.

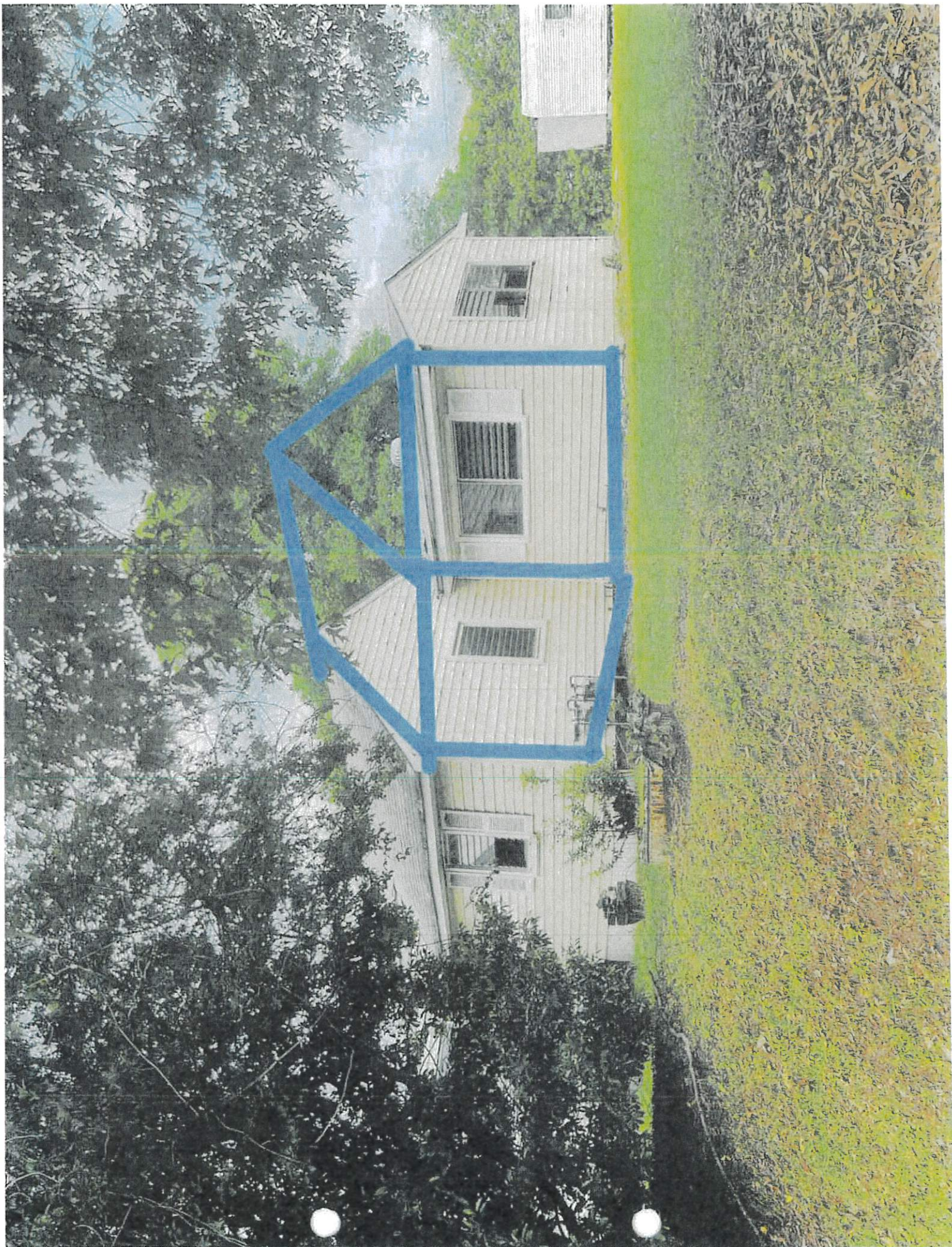
We believe this office will provide a valuable service to the community with minimal disruption to existing traffic patterns and are committed to meeting all local requirements.

Sincerely,

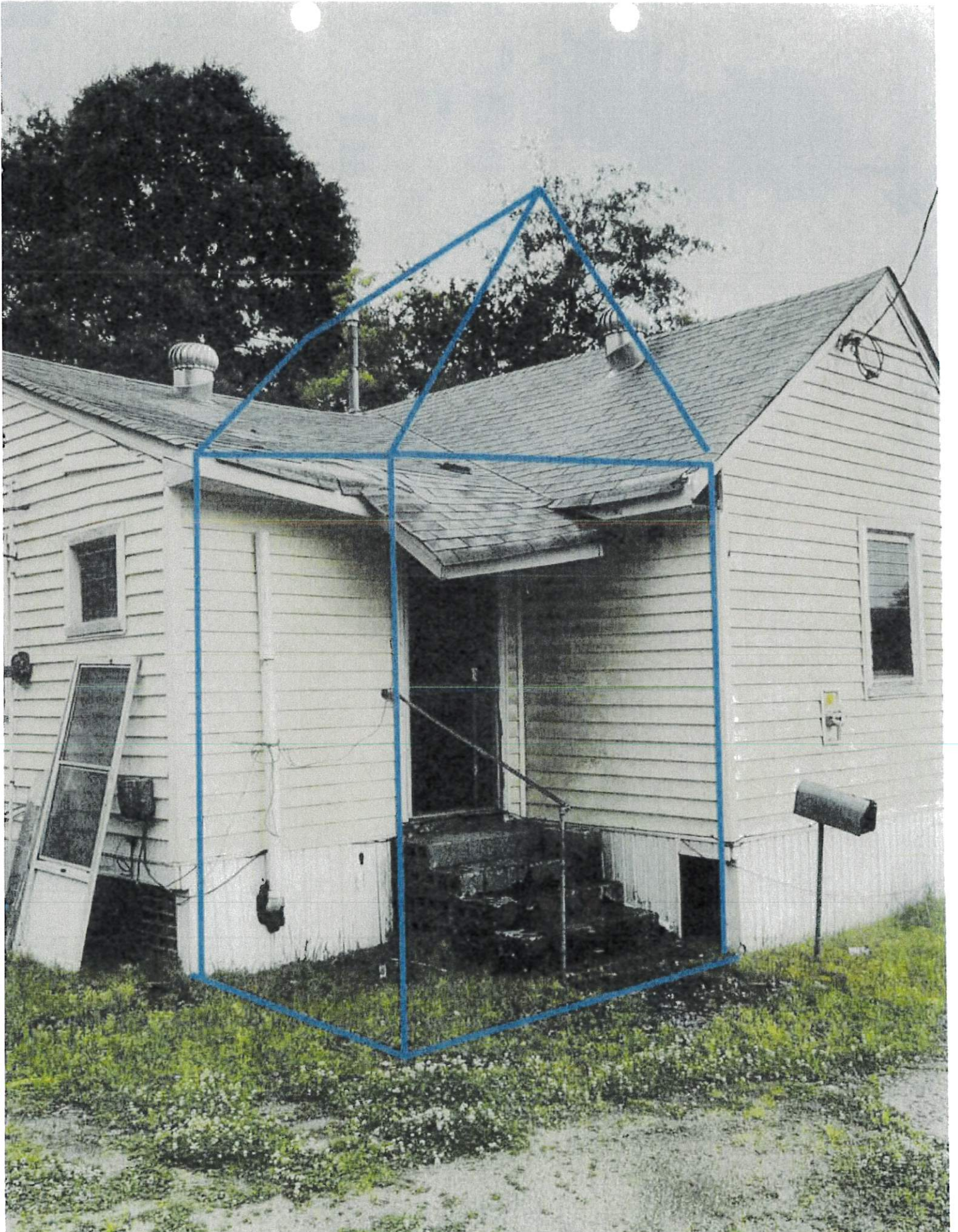
  
Rigoberto Galindo





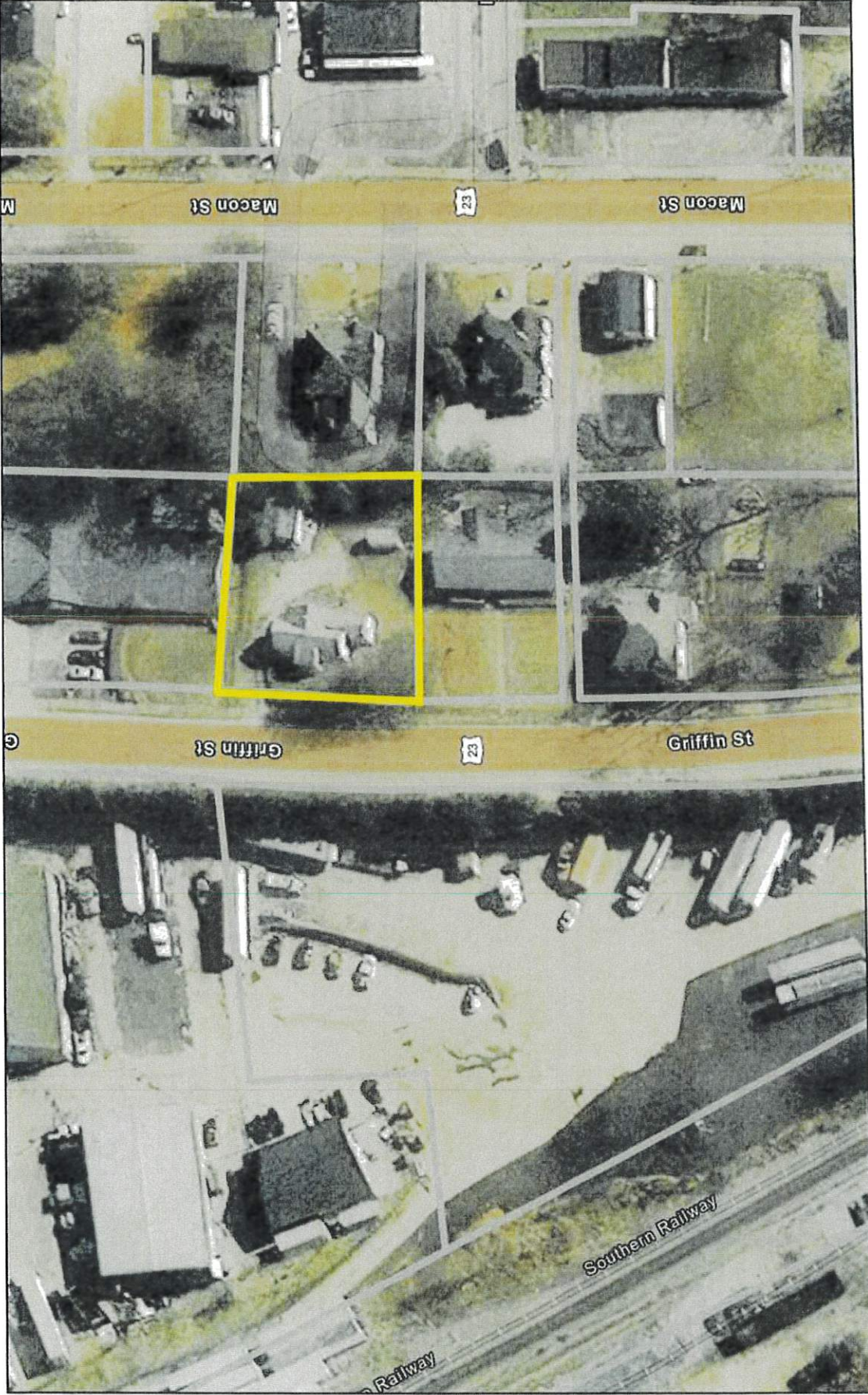








# McDonough GIS



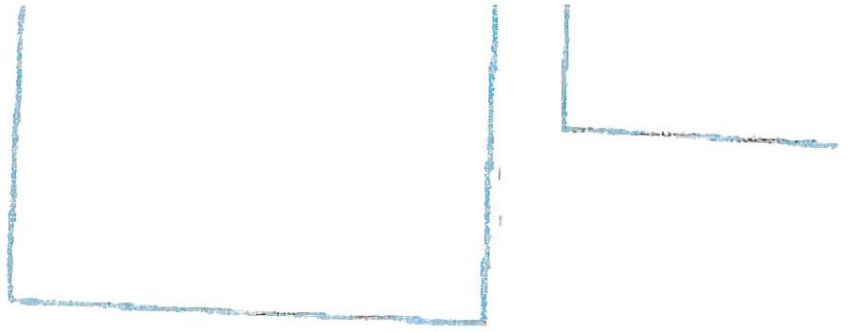
5/13/2025, 2:02:29 PM

Parcels City Limits Streets

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0 0.01 0.03 0.05 km  
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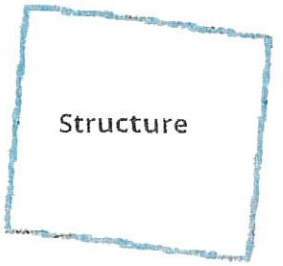
Maxar, Microsoft, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS. (c) OpenStreetMap contributors, and the GIS User Community

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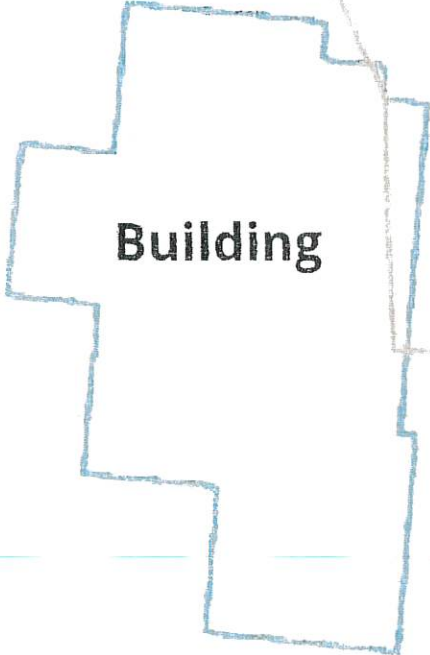


856

Driveway/Parking Area



Structure



Building

858

854

860

860

862

