



City of Fairburn City Council

Agenda

June 10, 2024

7:00 PM

The Honorable Mayor Mario Avery

The Honorable Mayor Pro-Tem James Whitmore

The Honorable Alex Heath

The Honorable Hattie Portis-Jones

Mr. Tony Phillips

Mr. Rory Starkey

Ms. Brenda B. James

The Honorable Linda J. Davis

The Honorable Samantha Hudson

The Honorable Ulysses J. Smallwood

City Administrator

City Attorney

City Clerk

I. Meeting Called to Order:

The Honorable Mayor Avery

II. Roll Call:

City Clerk

III. Invocation:

Pastor Carnetta Frazier Love
Deliverance Outreach

IV. Pledge of Allegiance:

V. Presentations and Proclamations:

VI. Adoption of the City Council Agenda:

VII. Public Comments: Thirty (30) minutes shall be available for public comments. Each speaker shall be limited to three (3) minutes. However, a speaker may transfer his or her three (3) minutes to another speaker, but no speaker shall be permitted to speak for more than (6) minutes; further, in the event, if more than ten (10) speakers desire to speak, each speaker shall be limited to two (2) minutes and no speaker may speak more than four (4) minutes. Issues raised at this time are generally referred to the City Administrator for review. Responses will be provided later.

VIII. Approval of the Minutes:

1. **Approval of the Minutes: Special Called City Council Meeting Minutes of April 30, 2024, and City Council Meeting Minutes of May 13, 2024:**

IX. Public Hearings:

2. RaceTrac Use Permit

Recommendation: Request Mayor and Council Approval of the Ordinance granting the Use Permit allowing the operation of a truck stop with the following conditions:

- No overnight parking of trucks, tractor-trailers, or vehicles shall be permitted, except for employees actively working at the truck stop.
- The development must adhere to the supplemental regulations on truck terminals / truck stops per the Zoning Ordinance (Chapter 80 Zoning, Article IV Administrative Permits and Use Permits, Section 80-239 Truck Terminals/Truck Stops).
- The traffic study must be completed prior to the review and submittal of the concept plan.

(Planning & Zoning)

X. Consent Agenda:

XI. Regular Agenda Items:

3. South Fulton Community Improvement District (CID) Expansion

Recommendation: Request Mayor and Council approval of a Resolution consenting to the expansion of the boundaries of the South Fulton Community Improvement District. **(City Administrator's Office)**

4. Temporary Fire Station - Water and Sewer Installation

Recommendation: Request Mayor and Council approval of the installation of water infrastructure for the temporary fire station on Bohannon Road in an amount not to exceed \$150,000 utilizing our On-Call Plumbing Contractor, KEG Plumbing. **(Building Operations)**

5. Public Safety Complex - Design Contract Amendment #1

Recommendation: Request Mayor and Council approval to authorize contract Amendment #1 for design services on the Public Safety Complex in the amount of \$463,799.00 to the awarded vendor, Goodwyn Mills Cawood, LLC. (GMC). **(Building Operations)**

6. Memorandum of Understanding (MOU) with Fulton County School System - Emergency Response

Recommendation: Request Mayor and Council approval to execute the Memorandum of Understanding between Fulton County Schools, the City of Fairburn, and the Fairburn Police Department to cooperate in certain collaborative activities related to law enforcement on school property, as well as safety near school property. **(Police)**

7. Memorandum of Understanding (MOU) with Fulton County Schools & Schools Police - School Zone Speed Cameras

Recommendation: Request Mayor and Council approval to execute the Memorandum of Understanding between Fulton County Schools, the City of

Fairburn, and the Fairburn Police Department to cooperate in certain collaborative activities related to law enforcement and speed detection devices located within school zones in Fulton County, and more particularly, inside the City of Fairburn, Georgia. **(Police)**

8. Downtown Development Authority (DDA) Amending Resolution

Recommendation: Request Mayor and Council approval of the amended Resolution of the Downtown Development Authority (DDA), with the updated Downtown Overlay District Map, adopted on November 14, 1983. **(Economic Development)**

9. Contract for ITB 24-008 Elder Street Evergreen Underground Power Installation

Recommendation:

Request Mayor and Council approval to award ITB 24-008 to Power Pros Powerline Solutions LLC and execute a contract for the installation of electric underground infrastructure for the Elder Street Evergreen Subdivision in the amount of \$120,000.00.

(Utilities)

10. Approval of Supplemental Agreement #2 with CSXT for CEI Services

Recommendation: Request Mayor and Council approval of the Supplemental Agreement #2 with CSX for Construction Engineering & Inspection Services for \$103,009. **(Public Works)**

11. Approval of an IGA with the City of South Fulton for the Gullatt Road Full-Depth Reclamation Project

Recommendation: Request Mayor and Council approval of the Intergovernmental Agreement with the City of South Fulton for the Gullatt Road Full-Depth Reclamation Project. **(Public Works)**

12. Approval of an Intergovernmental Agreement with the South Fulton CID for the Cleckler Road Full-Depth Reclamation Project

Recommendation: Request Mayor and Council approval of the Intergovernmental Agreement with the South Fulton CID for the Cleckler Road Full-Depth Reclamation Project. **(Public Works)**

13. Approval of an Intergovernmental Agreement with the South Fulton CID for the McLarin Road Full-Depth Reclamation Project

Recommendation: Request Mayor and Council approval of the Intergovernmental Agreement with the South Fulton CID for the McLarin Road Full-Depth Reclamation Project. **(Public Works)**

14. Approval of a Contract Award to Blount Construction for the Gullatt Road, Cleckler Road, and McLarin Road Full-Depth Reclamation Project

Recommendation: Request Mayor and Council approval of the Contract Award for

the Gullatt Road, Cleckler Road, McLarin Road Full-Depth Reclamation Project to Blount Construction Company for a bid price of \$2,658,412.08. **(Public Works)**

XII. Reports:

15. Finance Director Monthly Report:

16. City Administrator's Monthly Report:

XIII. Council Comments:

XIV. Adjournment:

When an Executive Session is required, one will be called for for the following Issues:

(1) Personnel (2) Real Estate or (3) Litigation



Special Called Council Meeting Minutes April 30, 2024 6:00 pm

- I. Roll Call by Deputy City Clerk, Deannia Ray found the following members present:

The Honorable Mayor Pro-Tem James Whitmore
The Honorable Alex Heath

The Honorable Linda J. Davis
The Honorable Samantha Hudson

Absent: The Honorable Hattie Portis-Jones
The Honorable Ulysses J. Smallwood

- II. The meeting was called to order by the Honorable Mayor Avery.

Also present was City Administrator Tony Phillips, Assistant City Administrator Jamila Criss, Assistant City Attorney Serena Nowell, and Deputy City Clerk Deannia Ray.

- III. The invocation was provided by Tony Phillips.

- IV. Pledge of Allegiance was in Unison.

- V. Adoption of the City Council Agenda:

Mayor Pro Tem Whitmore made a motion to adopt the agenda as presented. Council Member Heath provided the second. **The motion carried unanimously.**

- VI. Regular Agenda Items:

1. Liability Insurance Renewal

Assistant City Administrator Jamila Criss introduced Matt Simmons, Senior Director for the Public Sector of Gallagher, who is the new broker for our liability insurance. Mr. Simmons introduced Scott Thomason, the Regional Practice Leader and Yvette Jones, Account Manager for the City of Fairburn. He said Gallagher is one of the largest brokers in the world and was founded in 1927. They anticipated challenges in the marketplace for the city due to an unfavorable loss history. They began to look at multiple program structure options from a guaranteed cost, which is what the city has now with low deductibles. They landed with a protected self-insurance program which is a shift for the city that will give you more control and ownership of the program and how many claims are adjudicated, after everyone declined based on the city's loss history. Mr. Thomason said there were several large claims to include auto losses,

employment practice losses, public officials losses with a zoning ordinance matter, a large property loss, and some law enforcement losses.

Jamila Criss, Assistant City Administrator provided some clarity on the 2022 claims. She said that was the year the old Campbell Courthouse caught fire. The second one was the untimely passing of Sgt. Astree, and the third claim was the lawsuit between LGI Homes and the City of Fairburn. Each one of those claims was approximately a million dollars, so these contributed to the \$3.3 million.

Council Member Davis asked what the difference was between self-insured and what we had before. Mr. Thomason said they solidified a program that will take the City to a protected self-insured program on the casualty side, which are public officials, law enforcement, general liability, and automobile coverage. Instead of claims going to Travelers Insurance Company, they will go to the Claims Administration team which is Gallagher Bassett. They are going to manage the claim, you will have a choice in Counsel, and they will oversee the litigation cost and work through staff over claims management. It's a better route to go because you can have a reduced total cost of risk in the long term, but this first year is a transitional big dollar swing. If you look at your program on the liability side, your deductibles are going to be called a self-insured retention and it goes from \$0 to \$10,000 to \$250,000 for each and every claim except for automobile, which is at \$400,000, \$25,000 for auto physical damage.

Council Member Hudson said as you talk about professional practice losses, to me that says something internal that we have to work on here in Fairburn. I am interested in hearing what Councilwoman Davis question asked about the self-insured liability insurance.

Mr. Thomason said forty-one of the top seventy cities in Georgia are in GIRMA the GMA program, twenty-nine are not in GIRMA, fourteen of them are self-insured in a protected self-insured program similar to what they are proposing. Once you go self-insured you typically don't go back because the protected self-insured model will lower the administrative cost, the reinsurance cost, and therefore, you don't pay as much for total cost of risk as you would with traditional insurance.

Council Member Heath said your company basically quotes, unquote like an insurance company that processes the data from an incident or whatever and therefore doesn't necessarily represent us like an attorney would, but you represent us as an insurance company, but we are responsible for whatever comes out, is that correct. Mr. Thomason said yes, in similar terms we are your insurance broker acting on your behalf and we have a claims administration division. There will be strategies of when should we settle claims, deny a claim, when do we need to pay out, that's what we're setting up along with authority levels for them as well as your staff. Council Member Heath asked what their fees were. Mr. Thomason said our fees are typical standard usual and customary commissions in the insurance premium, there is no additional fees for this. Your insurance cost went from \$613,000 to \$928,000. We added in the claims administration fee for our other division of \$47,000, that's what it takes to handle the claims. That puts your fixed expenses at \$975,000 compared to \$613,000. \$380,000 is a projected retain loss amount and brings our total cost of risk from \$687,000 to \$1,356,000. Mr. Thomason said all the fixed costs, the \$928,000 and \$47,000 are paid up front and you will set aside money into the self-insurance fund with Gallagher Bassett for \$44,000 and they will come back and ask for money as claims are paid.

Mayor Pro Tem Whitmore said we as a city have programs in place and we are continuously working so we are not being hit with cyber and working with our IT staff that are continuously monitoring and updating and are looking at the analytics every renewal year. Mr. Thomason said the goal is rate reductions on cyber, now from a net rate perspective if your budget grows and we have a flat renewal, that becomes a net rate reduction.

Mayor Pro Tem Whitmore asked about the terrorism/active shooter and said this city has the documentation of the active shooter drills and how we go about presenting it, what would be your explanation on reduction in that area. Mr. Simmons said this coverage is rated based off your property schedule and they look at aggregation of locations, based on your most expensive building and what is around it.

Mayor Avery asked about the cyber liability portion of it and as a result of us now having an IT Department how does that play out in this role. Mr. Thomason said the fact that you now have an IT Department helps position for the future, a lot of this is more about prevention.

Mayor Avery asked what the acronym ACV means under auto physical damage. Mr. Simmons said it means actual cash value, basically replacement cost less depreciation and said the rating on cyber liability is also based off your revenues operating expenditures.

Council Member Davis said prevention is awesome and wanted to know if that was an additional cost or is that included in what we see here. Mr. Simmons directed everyone to the last page and felt this would answer Ms. Hudson's comment earlier. They laid out this playbook for Administration in their earlier meetings. They identified areas to deliver impact immediately and everything on the chart does not happen in year one. They are prepared to implement a Fleet Safety Program that is designed to improve your auto losses. They have a game plan for service, everything listed on here and more is included.

Council Member Davis asked administration about our current losses, the situation that we're in, and the times that you've researched and met with Gallagher, what is the bottom line here and your recommendation. Mr. Tony Phillips said we received written notice from Travelers Insurance a little over 30 days ago of their decision not to renew. We brought Gallagher on in January, and that decision was because we wanted to more effectively manage our risk management overall. In the FY24 budget we moved risk management as a function from the Clerk's office where they did a good job, but they primarily focused on administrative, processing the claims, and getting them to the insurance company. Risk Management is more about safety programs, ensuring that we are lowering our risk and lowering our claims. We thought a better way to do that was to move it to where it sits today in the Building and Operations Department under Director Dana Smith, and we created a Risk Management position that Ms. Felicia Jones now occupies. There are some claims that you can manage through better practice, safety, vehicle safety, and things of that nature. Once we were notified by Travelers, we had a little over, not quite 45 days to figure out where to go and that is part of the presentation when they listed all the companies that Gallagher reached out to in an effort to simply transition us from Travelers to another insurance company. I know there was a question earlier from Council Member Hudson about the public officials category loss and that was in connection to the LGI lawsuit. Mr. Phillips said the LGI lawsuit was a property administration issue, and you may recall we had a hearing before council in 2022, it went to an administrative hearing with the city administrator, it then to Superior Court and at the end of that legal fight, the judgement favored LGI. That ended up being yet another million-dollar claim. So, we had

this public officials LGI lawsuit, the Campbell Courthouse was nearly a million-dollar claim, and a million dollar claim with a fatal car accident. So that's the basic context of how we arrived here and again we got the written notification from Travelers in March and so we have been day and night going through this and literally got the last communication last night about 8:30 p.m., less than 24 hours ago, and that is why this was the 11th hour.

Mayor Pro Tem Whitmore said what he heard was Gallagher provides claims administration and additional informational training to help us with various areas with our insurance claims. Mr. Simmons said yes and referenced page 13 in the handout. He said this is a sampling of the training and consulting that is available specific to risk and safety. You will have access to an online training platform, and they do on-site.

Mayor Pro Tem Whitmore said we have a fleet of vehicles and asked what the market equivalent of managing the fleet, for example GPS on vehicles. At one point, we had that on our vehicles. Mr. Simmons said the market evaluation is driven by losses, and there are resources to see how fast people are driving and other information as well, and it starts with doing an evaluation of your Fleet Safety.

Council Member Hudson said this is for Administration and what Gallagher is offering is necessary, but we need to stop back peddling because a lot of what has happened is due to our lack of managing and is tired of hearing about the last administration and these losses could have been stopped. She said she came here today despite having to reconstruct her entire life for a special called meeting, this should have been on a regular meeting agenda. This is a lot of information to take in. Relying on this information today is not going to get me where I need to be. She came here to do business for the city and our staff, and she has not received timely information and to walk in here for a Special Called Meeting with the excuse that it missed the deadline, and our city is affording an executive assistant, and assistant administrator to get this done. On top of looking at why we are here, we have some practice issues and some decisions to make. This city, our administration, this Council have to do our due diligence to ensure we redirect the practice that our taxpayers don't have to keep suffering. You guys have been meeting with Gallagher since January, we had a retreat and that would have been the perfect opportunity to bring them in. She thanked Gallagher but she is not prepared to make a decision because she got a booklet when she walked in today and she cannot vote on this.

Mayor Pro Tem Whitmore said I can tell you what I heard. I heard Administration was communicating with Gallagher since January and less than 45 days ago, found out that we would not get reinsured and here's a list of markets that the city looked at under Gallagher and we didn't get any bites, whatsoever. He also heard at 8:30 last night, this package was finalized and the choice that we have before us as elected officials is, if we vote it down, we have no coverage. He appreciates Gallagher for the information, their honesty, and their ability to articulate but does not want to sit here and blame staff for not bringing something to a retreat when at that point and time, we weren't in a position where we knew we weren't going to have coverage. He thinks they are doing what they need to do and he's ready to vote.

Council Member Davis said to administration, under the conditions that you had to go out to market and to find the best that we could have at this last hour she appreciates their efforts and appreciates them bringing on Gallagher in January before we knew Travelers was not going to renew our insurance. She said she doesn't even know the countless number of hours that in

addition to the regular things you have to do during the day. Sometimes being in this position, you just got to do your job and sometimes it can be inconvenient, but this is the price you pay for being in this position. We cannot allow this city not to have liability insurance and will not.

Council Member Heath said his thing is that having been in the insurance business, he knows all the things they were talking about is obviously a truth that can't be denied. If the city does not have insurance and one of our vehicles hits a pedestrian or something, you're talking about multi-millions of dollars. The simple fact of the matter is we have got to keep our city covered by insurance and he's ready to vote.

Mayor Avery said the scenario where we find ourselves as it relates to some claims and talking about the last administration, as when he took over for Mayor Hannah in 2010. There were issues that roll over from a previous administration, good and bad that must be addressed. Whoever becomes mayor after him, they're going to deal with issues that come up, welcome to the real government. He commended staff and our city attorney's office as a result of dealing with as much as they could. We had two weeks upon arrival when they found out the developer told them they were due a legal hearing for due process. That was no knock-on Mayor Hursts administration, that is just the way things roll over from one administration to the next. With the conditions that we had with insurance, nobody can control a fire in a building, or someone getting killed in a car accident. He commended staff and Council that's gone beyond the call of duty and to ensure we address issues better than some of our neighboring cities that's in the news all the time because they can't even come to an agreement to bring a company like Gallagher here.

Council Member Hudson said I'm not going to defend my premise and purpose for being elected on this Council and I know what my fiduciary responsibility is. I will not be brow beat into a vote because I don't have the proper information. Let's be clear, I am here for the City of Fairburn people, the residents, and this staff. I'm here for the work, I'm here for the people, let's do the work and give me the information that I need in a timely fashion.

Council Member Davis made a motion to call for question. Mayor Pro Tem Whitmore provided the second. **The motion carried.** Council Member Hudson opposed.

A motion was made by Mayor Pro Tem Whitmore to approve the recommended Liability Insurance renewal plan which includes a transition to a self-insured Liability Insurance renewal for the FY24-FY25 renewal period and to authorize the Mayor to execute the Third Party Claims Administration Agreement with Gallagher Bassett Services related to the renewal. Council Member Heath provided the second. **The motion carried.** Council member Hudson abstained for lack of knowledge.

2. Fiscal Year 2023 – 2024 Mid-Year Budget Amendment

Finance Director Bryan Stephens presented this item and said this is the midyear budget amendment for this fiscal year. He received the audit this morning and it is posted on our website. He said our general fund balance as of September 30, 2022, was \$20,978,203.00. Since this audit is now complete, our fund balance grew over \$3 million last year which is a testimony to our directors and for managing of the budget throughout the year. Our fund balance policy states that we have three months of

restricted funds in our fund balance. The restricted funds are \$11,260,544.00, and the unrestricted fund balance is \$12,803,747.00. When we passed the FY23-24 budget, we decided to use \$2,068,360.00 of fund balance to cover capital projects, this mid-year amendment is \$3,005,894.00, and the projection at the end of this fiscal year for our unrestricted fund balance would be \$7,729,493.00. He said the department directors are here to answer any questions.

Council Member Davis said she wanted to hear the presentations on the new positions that are being requested.

Chief Police Anthony Bazydlo said there are two positions that the police department is requesting. A training Lieutenant and a Corporal to fall underneath that position. He said the training duties are currently split between three different people and would like to have one person dedicated full-time to do the training. The unit is intended to be a hybrid traffic unit, right now the patrol division handles all calls for services including car accidents and they want a dedicated traffic unit to be able to work those accidents. Council Member Davis asked the difference between lieutenant and corporal. Chief Bazydlo said it is just a matter of rank, they are a paramilitary structure. Lieutenant falls underneath a captain, and a corporal will fall underneath a sergeant. These new positions will be shifted from existing people and that domino effect will lead to the hire of two new officers. Council Member Davis asked if these positions could not be funded right now but could be funded in six more months, what challenges would that present in your department. Chief Bazydlo said they are working through a lot of change in terms of centralizing different roles within the department and the three different people doing the training has been an issue. It wouldn't be the end of the world, but these positions would be very helpful.

Mayor Pro Tem Whitmore said with these two new positions, even though they are training, they'll also be utilized in other official police capacities. Chief Bazydlo said yes, and there will also be a permanent traffic unit, specifically for car accidents. Every time an officer has to handle a car accident who is assigned to uniform patrol division, he's not patrolling our neighborhoods, or checking on our businesses. Mayor Pro Tem Whitmore asked if they were at the correct ratio per officer per citizen in the city. Chief Bazydlo said they are preparing a document, the International Association of Chiefs of Police (IACP) has a formula they use for size of your population and the recommended number of officers. Once he gets the document finalized, he would like to see growth in the Police Department.

Council Member Heath asked what happened to their FTO program and how many officers do you have. Chief Bazydlo said they still have that, and every new hire goes through the Field Training Officer program (FTO). He said the FTO program will not change, in terms of field training officers who train recruits. There's also a rotation process, so every officer trains with three different police officers during their training program. The training he is talking about is the use of force training, firearms training, annual taser recertification training, active shooting training, and different things like that.

Fire Chief Cornelius Robinson said he wanted to brief them on the nine positions that were already approved in the previous budget for the new station and the temporary station. We have grown tremendously with the call volume, this is going to double their coverage for the growth.

Mayor Pro Tem Whitmore asked for an update on the temporary fire station and the new fire station. Building Operations Manager Dana Smith said the temporary fire station has made some progress. They are installing the water meters and the vaults in May and will run water and sewer lines in the next 30 days or thereafter. The fire station is making good progress, the footings have been poured and some masonry block going up and is still on pace to open by the end of the year.

Mr. Smith said there is a new position for Building Operations for a senior building and maintenance technician. They have two building and maintenance technicians and on an industry basis, the city has over 160,000 square feet of building square footage. They have over 130,000 square feet of active space with only two building technicians. He would like to keep that ratio in the industry at 30 square feet per technician and this position would help bring them in alignment with industry standard to provide the service we need to the city and to the staff also the infrastructure issues we have with our current assets that require more effort and work.

Council Member Davis asked if it would pose a great challenge if this was delayed until our new budget. Mr. Smith said yes, we will make it work, but to be honest, he saw the strain put on his staff doing the renovations and trying to fulfill requests for his fellow colleagues and it took them some time to fill the position that was budgeted for this year. Mayor Avery asked him why it took so long, was it basically the quality of personnel that applied. Mr. Smith said yes, it was a combination of some of the personnel that applied and the various job boards they had to reach out to.

Council Member Heath asked where the retention wall for \$150,000 was located. General Services Director Gale Higgs said the retention wall is located at NE Broad and Fayetteville Road. Erosion is happening in that area, so we had to install a retention wall up to keep it from continuing to erode. Community Development Director Lester Thompson said there was an erosion issue with the embankment and the right-of-way on Fayetteville Road and we had Pond & Company and Atlas come out and do some research and found that the retaining wall was the best option, and some structural engineers designed the wall. The owner reached out because he was afraid of his house slipping off the side of the slope, it was a risk aversion issue that we needed to take care of. Mr. Phillips said it was in the city's right-of-way, so it was our responsibility to address but it had the potential to affect a private homeowner.

Mr. Stephens asked if anyone else had questions regarding the budget amendment and said the public safety design is a little different than what was discussed at the retreat.

Building Operations Director Dana Smith said the public safety design we discussed at the retreat provided you with context that we would be looking for additional funds in the mid-year budget. That estimate was based on their initial budget for the cost of the complex and what the design consultant provided them with based on the drawdowns for the design, which at the original time was around \$15 million. After they went through the programming phase, the cost grew based on their programming to what is now \$19 million. Mayor Avery asked him to explain the procurement mechanism that will be used in the design build. Mr. Smith said they are recommending using a CM at Risk process, the design team is on board through an RFP process that was completed. The Construction Manager at Risk process is similar to design build and the one difference is that in the design build, you may hire one entity like an architect, or a construction company and they may hire the other one or they may come together as a joint venture. In the CM at Risk model, they have a design team that has a direct contract with the city, and they will have a Construction Manager that has a direct contract with the city but will be brought on earlier in the design process to be able to contribute to the design and to provide more realistic estimated costs and go immediately into construction. Also, the CM at Risk means that this Construction Manager will provide the city with a maximum price estimate for the project.

Mayor Pro Tem Whitmore said he appreciates staff listening during the retreat, listening to the economy of scale and doing everything at one time versus different phases, but to add on \$4 million versus another \$15 million is a big significant savings.

Council Member Heath made a motion to approve the proposed FY 2023-2024 mid-year budget amendment as presented. Mayor Pro Tem Whitmore provided the second.

Council Member Davis asked about the \$100,000 increase for infrastructure in the Electric department budget. Electric Superintendent Tom Banks said the \$100,000 has been allotted for the public road safety and security project on John's River Road and the additional money was needed to give to Greystone Power to upgrade their power poles to make room for the lighting and the transformation to keep the project in line.

The motion carried. Council member Hudson abstained and asked the following statement to be read for the record. Today, I am abstaining from the vote on the midyear budget amendment due to the city administrator and legal counsel under the direction of the Mayor to withhold financial information that allows me to serve as their trustee. Voting uninformed is a breach to my duty as an elected member of this governing body. These actions by the city's administrator and legal counsel under the direction of the Mayor does not disenfranchise me as council member, it disenfranchises the voters who elected me. Furthermore, these actions obstruct my role as a council member, which obstructs voting informed. I respectfully renew my request for records. Thank you.

VII. Adjournment:

Mayor Pro Tem Whitmore made a motion to adjourn the meeting at 7:35 p.m. Council Member Davis provided the second. **The motion carried unanimously.**

Brenda James, City Clerk

Mario Avery, Mayor

DRAFT



**City of Fairburn
Council Meeting Minutes
May 13, 2024
7:00 pm**

- I. The meeting was called to order by the Honorable Mayor Avery.
- II. Roll call by City Clerk, Brenda James found the following members present:

The Honorable Mayor Pro Tem James Whitmore
The Honorable Alex Heath
The Honorable Ulysses Smallwood

The Honorable Linda J. Davis
The Honorable Samantha Hudson

Absent: The Honorable Hattie Portis-Jones

Also, present was City Administrator Tony Phillips, Assistant City Administrator Jamila Criss, City Attorney Rory Starkey, City Attorney Serena Nowell, City Attorney Valerie Ross, and City Clerk Brenda James.

- III. The invocation was provided by Pastor Greta Fowler of St. John AME of Fairburn.
- IV. Pledge of Allegiance was in Unison.
- V. Presentations and Proclamations:

1. Fairburn Fire Department Promotion Presentation

Fire Chief Cornelius Robinson recognized the Fire Departments newly promoted Lieutenants and Sergeants that went through a vigorous testing process.

The following firefighters have been promoted to Sergeants:

Marvin Jean Reggie Pierre Destini Andrews

The following Sergeants have been promoted to Lieutenants:

Vince Uscher Garrett Wade

Chief Robinson said he is proud of his staff and feels they will do well for Fairburn Fire Department and thanked Mayor, Council, and City Administration for their support.

2. Fairburn Youth Council Presentation

Parks & Recreation Director Chapin Scott said they launched their 2024 Fairburn Youth Council with support of our Mayor and Council. The mission is to create our local youth leaders to give them the opportunity to learn municipal government, promote great citizenship through community improvement projects, foster initiatives for and by youth, and being proactive in creating great city solutions. The youth has completed a six-week leadership program and will move on to the service project portion, financial literacy, and will shadow some of our departments. Ms. Scott presented the students with shirts and binders and introduced Dr. Maya Taylor and Mr. John Reed who conducted the leadership program. There are twelve students that will receive recognition, with four students attending tonight.

Dr. Taylor said they have gone through rigorous leadership training and called it the four rules of engagement. Thought leadership means critical thinking, change leadership means advocacy, focus leadership means passion and purpose, and servant leadership which is serving humanity. These young people are ready to lead and to make sure Fairburn is situated to succeed. Mr. Reed said these amazing young leaders have gone through a series of thought processes that focus on serving this community and they understand how to work together and understand the importance of stepping up their leadership. He gave them a book, 21 Indispensable Qualities of a Leader. He thanked the students, their parents and said they have been an absolute pleasure to work with.

The students introduced themselves:

Christian Murray - 8th grade and attends Kindezi West Middle School
Madison Woods – 10th grade and attends Global Impact Academy
Sanaa Scipio – 10th grade and attends Landmark Christian School
Yves Dognon – 8th grade and attends Renaissance Middle School

VI. Adoption of the City Council Agenda:

Council Member Smallwood made a motion to adopt the agenda. Council Member Davis provided the second. **The motion carried unanimously.**

VII. Public Comments:

1. Jordana Arias introduced herself as the Legislative Policy Analyst with Fulton County Department of External Affairs. She analyzes, tracks, and monitors legislation and is the new contact person for local municipalities. She is visiting all 15 cities within Fulton County and hopes to explore partnerships, collaboration opportunities, and

projects that would contribute to the betterment of all the municipalities within Fulton County.

2. Lee Walton thanked our Police and Fire Departments for their quick response to an accident at the intersection of Bay and Cole Street and contacted the Chief of Police and city staff to voice his opinion and concern about the condition of that intersection. He does have concerns about traffic safety city wide. There are federal grant funds and understand the city is already looking into it. Representing the neighborhood of residents that surround the courthouse, they are still very much interested in the future of the structure and for an opportunity to be involved. We're approaching the two-year anniversary of that fire and hope to see great things in the future.

VIII. Approval of the Minutes:

3. Approval of the minutes: Council Meeting Minutes of April 22, 2024.

Council Member Hudson made a motion to approve the minutes for April 22, 2024. The second was provided by Council Member Heath. **The motion carried unanimously.**

IX. Public Hearings:

4. RaceTrac

Planning and Zoning Director Denise Brookins presented the item and said this is a use permit request to operate a truck stop. Staff has reviewed the proposed concept plan and layout. Because this request involves a use that will be located near a state route, supplies food, has parking and fuel, by our definition, it is in fact a truck stop and wanted to make sure that was noted. There are supplemental regulations for truck stops that include a certain minimum requirement with no overnight sleeping facilities and it is typical for some of the use permits to have supplemental regulations. The site is currently zoned heavy industrial, and the future land use designation is office and industrial use, the proposed use does align with the comprehensive plan. Some of the key elements that are a part of that review is the comprehensive plan, reviewing the flow of traffic leaving and coming onto the site. Staff made a recommendation because of the alignment with the comprehensive plan and looking at the surrounding heavy industrial uses. Planning and Zoning Commission recommended approval with one opposition with concerns regarding transportation. A transportation study is probably very useful in this instance and should be brought before the concept plan is reviewed by the Planning and Zoning Commission. They wanted to make sure there was no overnight parking for tractor trailers. The development would have to adhere to the current supplemental standards.

Mayor Pro Tem Whitmore made a motion to open the public hearing. The second was provided by Council Member Hudson. **The motion carried unanimously.**

Spoke in Favor:

Harold Buckley, Attorney and Land Use Consultant for RaceTrac introduced his team and said Ms. Roshi Craven will come up and make some opening remarks and he will talk specifically about the technical requirements for the application.

Ms. Craven said they are looking forward to developing this store in the City of Fairburn and has gone through a lot of due diligence for almost a year, working with the Planning and Zoning staff. The store is a 6,000 square foot store with an auto canopy in the front and a diesel canopy in the back. The diesel canopy is going to have four positions for fueling and the auto canopy has got seven pumps where you will be able to pump on both sides. There will be access at Fairburn Industrial and on Howell Avenue.

Mr. Harold Buckley said the technical aspects of the application is for a use permit for a truck stop. To be clear, we are proposing a traditional friendly neighborhood RaceTrac with diesel pumps on the back of the store. The diesel pumps are what makes this a truck stop, there is nothing else in this facility that would be any different than any other RaceTrac. He said he wants to be clear about that because this is again just a RaceTrac store with the diesel pumps in the back.

Council Member Heath asked if there are going to be showers for the drivers.

Mr. Buckley said no showers, no overnight parking, no automotive parts sales that you would see in any type of truck stop. This is literally just a RaceTrac with diesel fueling positions in the back. He has seen the staff's report, and they accept the conditions. The Planning Commission reviewed and agreed. There was a concern raised at the Planning Commission level about traffic, this is just a RaceTrac with fueling positions in the back and is not oriented toward heavy truck usage. Because of how RaceTrac's work generally, their Engineer has done his analysis on this development proposal, and he has confirmed that of all the trips generated by this location, only 25% will be newly drawn into this area because of the RaceTrac and the other 75% of the business will be from background traffic that is driving by. Mr. Buckley asked for the Mayor and Council's approval of their application.

Council Member Smallwood asked what size of trucks are we talking about for this location. Mr. Buckley said they are looking at trucks that are consistent with last mile deliveries, like what you would see pulling into a retail store and they're unloading for inventory. We're not talking about the big rig trucks that you think of when you're looking at a warehouse distribution, however now they could use the facility. What we have seen at similar locations is the box trucks, while they are heavier than a regular car, they are not as big as these 18 wheelers. Council Member Smallwood asked about the 24-hour access, that people will not be staying overnight but they don't have any type of limit to stay on the property. Mr. Buckley said we don't have truck parking. We have fuel in the back where you pull straight in behind the store and pull up to the fueling position and then once you're done fueling, you pull out and off the property.

Mr. John Creedy showed the site plan and said there's nowhere for them to park. Council Member Smallwood asked if the traffic study has been done or will it be done. Less than half a mile down the road we have a brand-new development coming that's going to have 171 homes and he hasn't heard one traffic study yet that says they're going to be a hindrance to Fairburn.

Mr. Abdul Amir, Traffic Engineer with ANR Engineering said you raised a very good point and what we have done so far is conducted a detailed traffic impact study for this particular project in 2023 and will update the study before they get the permits. Certain things have changed in the site plan, it had a greater number of pumps in the front at that time, now the number of pumps has gone down. They will use the updated traffic counts to account for some of the things that has been mentioned, such as other developments, but the other common practice to address the question you had was to add in traffic from other developments in the form of growth factors. There is so much data that Institute of Transportation Engineers has collected, statistically 75% of the trips to these kinds of facilities are already passing by, they enter take gasoline, snacks or something to drink and then they're going back in the same direction, we call them pass by trips which is a good thing because it doesn't add congestion to the project.

Mayor Pro Tem Whitmore asked to see the diagram again and asked how many diesel fueling positions. Mr. Creedy said there are four fueling positions and showed the Mayor and Council the site plan again. Mayor Pro Tem Whitmore said it shows me a truck going South on Fairburn Industrial, right turn onto the back of the property to use the pumps then coming out and making a right. If I have a truck coming north at Howell Avenue, he's going to have to make that left hand turn on Howell Avenue and come in the back way and still exit the same way. There is no sidewalks at Fairburn Industrial and you're going to be there at the corner. My understanding in the initial conversation, that was not going to happen and asked if that was still their stance. Mr. Buckley said they will put in sidewalks, and they're shown on the site plan.

Mayor Pro Tem Whitmore said there's a creek back there and understand you have a high-level emergency shut off to ensure there will be no leakage into the creek causing environmental problems. Mr. Alan Bell with RaceTrac said the safety measures they talked about is just for fuel tanks and the petroleum system, and the fuel tanks are double walled, and they are constantly monitored between the inside space and the outside space so there's leak detection. If there's any type of leak, we know about it before it gets to the outside wall, and they have shut off switches throughout the site and anybody could hit a button and stop the fuel. We've got about 800 locations, we've done this quite a bit and we've got a very detailed system in place for our fuel tanks. The fuel plans that we will submit to you are about 45 pages long. Mayor Pro Tem Whitmore asked Ms. Brookins if they would be following EPA and she said yes. Council Member Davis asked Ms. Brookins what the issue was of it not being unanimous and what is the nearest truck stop. Ms. Brookins said the concern was transportation, because the site is close proximity to a large number of commercial vehicles going in that area and how this would increase. Also, the safety of folks in

regular vehicles. There is a truck stop in close proximity, there is a distance requirement for truck stops but this does not meet that requirement of a truck stop because of the supplemental regulations. Mr. Tony Phillips said the closest one is the Green Oil BP located at Oakley Industrial, just on the other side of I-85 behind Zaxby's and it is an overnight facility unlike this one. Council Member Davis asked what percentage of trucks would utilize this proposed site. Mr. Amir said from the fueling position standpoint, we have fourteen fueling positions for cars versus four diesel fueling positions. Proportion-wise you can see it's 1/3 or so, but the majority of the customers that will come in here are going to be more cars.

Council Member Davis asked why a traffic study was required and why it must be completed prior to the review and submittal of the concept plan. Ms. Brookins said we want to make sure our Engineers have an opportunity to review and provide recommendations regarding the overall concept. When it goes before the Planning and Zoning Commission, we want to make sure that we've had adequate time to review the traffic study so the concept plan that is presented to them if approved, reflects a detailed review of that traffic study. Council Member Davis asked when you get the traffic study will it have a negative impact to this development. Ms. Brookins said it will provide sufficient information. In development in general, there are recommendations that provide you with volume of traffic, if there are necessary traffic improvement recommendations and all that information isn't negative or positive, but it's information they use when reviewing the concept plan. Council Member Davis asked if there will be an adverse effect on deciding this development if there is a tremendous amount of traffic, particularly trucks in that area. Ms. Brookins didn't feel there would be a negative recommendation, transportation is a part of that and having Traffic Engineers tell us what their recommendations are. This is a critical piece to making sure when development happens, it's done in a way that's adequate and safe and without that information that concept plan they are looking at may be significantly modified. Council Member Davis said it will have an effect on the concept plan depending on the traffic study. Ms. Brookins said yes.

Mayor Avery said he attended the Planning and Zoning meeting and thought one of the commissioners asked if there would be a traffic study and he thought he heard them answer no and asked if he misunderstood that. Ms. Brookins said she didn't recall but it is a requirement. Mayor Avery said he wanted to make sure. Mr. John Creedy with RaceTrac said during the Planning and Zoning meeting, one of the commissioners requested a traffic study be performed for this proposed development and they have agreed to have a full traffic study performed. Mayor Avery asked Attorney Ross the difference between the case across the street they won versus this request. Ms. Ross said the previous case was about a truck stop that was already there and they were trying to expand it. This is for RaceTrac which is more of a gas station than a truck stop.

Council Member Hudson said her response is for policy purposes and she wants to make sure the applicant has met the requirement as it relates to section 80-239. Ms. Brookins said after reviewing the standard, yes, we are recommending approval

because of that. Council Member Hudson asked if there was a traffic study done last year and the applicant is agreeing to update the traffic study because some changes have occurred and asked if their application meets the policy guidelines according to Planning and Zoning for this use permit and if there were any issues or concerns of liability, or adverse concerns if this council chooses not to move forward with this. Ms. Brookins said yes, the applicant did perform a traffic study and they do meet the guidelines. Attorney Valerie Ross said when it comes to use permit criteria, if staff finds they meet those criteria, then it would be my recommendation that you go along with your staff because the ordinance requirements have been met. You guys are acting in the quasi-judicial capacity tonight. Council Member Hudson asked if there was an opportunity to improve and invest in our infrastructure with this project. Ms. Brookins said yes.

Mayor Pro Tem Whitmore said the concern is going down Fairburn Industrial towards 85, two lanes and when the trucks come in, they are going southbound turning in and going to the back end where those pumps are and turn out on Howell Lane and they make a right and keep on moving. There is another commerce center that is being built speak, so we're going to have more trucks and if they utilize that facility, you're telling me when they come down Howell Lane coming towards Fairburn Industrial, they will not make that immediate right, they will have to come to the light, make a right, and go around, right. Mr. Amir said if somebody's traveling and approaching the driveway on Howell Avenue, there will be nothing to stop them from turning right at that drive. The folks that will turn right from Fairburn Industrial would be somebody who's already traveling on Fairburn Industrial towards I-85. If somebody's on Howell Avenue, they will be able to pull in.

Mayor Pro Tem Whitmore asked Community Development Director Lester Thompson to come up as well as the presentation to be brought back up. Mr. Thompson said it is a full access drive. Mayor Pro Tem Whitmore asked if there were any discharges in the last five years of in any of your facilities with RaceTrac. Mr. Creedy said he's not saying there hasn't been any but can't name one specifically.

Mayor Pro Tem Whitmore said they've discussed Fairburn Industrial going towards 85 which is two lanes going south, there's a project that's coming to the city this year hopefully dealing with the whole bridge exchange area, where the bridge will be wider and continuing going south which will turn into a four-lane roadway. Right now, dealing with the traffic of the trucks without your facility being there, we have them in both lanes trying to get on 85, going through the light, still blocking both lanes and trying to merge over into each other just to get on 85. Past that entrance way with the new project that's coming to this city, we still should be looking at least three lanes north and three lanes south, which means that will be communication between you and GDOT and needs to be explored before moving forward. Mr. Amir said he works a lot on similar projects for highways that are proposed to be widened and there is a complicated process they have to go through. They must communicate with the GDOT district that reviews the driveway designs and traffic studies but another department that runs the roadway widening projects. That is something they are required to do

when there's a widening project on a corridor. To understand how the driveway will connect to the existing road and how it will work in relation to the future when it's widened and they have to demonstrate all of that and satisfy them. Mayor Pro Tem Whitmore asked when that process would start. Mr. Amir said after the zoning, he is engaged to do the design, then detail engineering design where they coordinate with the city and GDOT and then more detailed designs after that. Mayor Pro Tem Whitmore said he understands what you're saying, my hesitation and continued questions comes from the fact of how it is impacting us now and knows for a fact it's going to impact us even more with the additional e-commerce centers over on Bohannon. Mr. Buckley said there will be additional vehicular trips if this development goes in. He discussed the policy context and said for example, if this was an application for rezoning, the choice would be between industrial development and whatever that current zoning was at the time, usually less intense. This is a little different, it is an application for a use permit and this property is already zoned for heavy industry and the city has already adopted a long-range plan saying they want industry here. By not approving this development proposal, you're not avoiding the impacts of heavy industrial development because that is going to happen anyway because that's what the property is already zoned. Mayor Pro Tem Whitmore said what I'm hearing is the next process you will be working with GDOT and considering all the other things that need to take place for those additional lanes going down Fairburn Industrial. Mr. Buckley said that is correct. Mayor Pro Tem Whitmore said that is a must and that's why this body has asked all the questions they have asked because they also answer to the citizens and want to make sure that everything is being done in totality. Mr. Buckley said we hear you clearly and the only clarification he wants to make is that he's been very consistent in saying he's not going to tell anybody that there's not going to be any new traffic. There will be new traffic but most of the trips to this site will be from background traffic, only 25% will be new trips.

Spoke in Opposition:

Homer Knight
Faizaar Ali
Lee Walton
Dr. Precious Goodson
John Stevens

Rebuttal:

Mr. Buckley said it would give the city and this body an opportunity to have a voice and a role if this were to move forward. In terms of the concern about industrial traffic, this property is already zoned heavy industrial and under the zoning, there's going to be a heavy industrial use here and if you don't allow RaceTrac to develop the property, it's not like that risk goes away. He wants to talk about basic fairness because the City of Fairburn has published a comprehensive plan that says it wants to see office and industrial development in this community. Legally, we've showed up and we've presented an application that meets all of the approval standards in your code. From

a basic position of fairness, we would ask you to approve our application since we have met all of your standards for approval.

Mayor Pro Tem Whitmore made a motion to close the public hearing. Council Member Davis provided the second. **The motion carried unanimously.**

Mayor Pro Tem Whitmore made a motion to reopen the public hearing. Council Member Davis provided the second. **The motion carried.** Council Member Smallwood and Council Member Hudson opposed.

Mayor Pro Tem Whitmore made a motion to continue this public hearing to the next regularly scheduled meeting. Council Member Davis provided the second. **The motion carried.** Council Member Smallwood and Council Member Hudson opposed.

5. Temple of Prayer

Planning and Zoning Director Denise Brookins presented this item and said this is a rezoning request for Temple of Prayer. They are asking to rezone several of their parcels from residential to office and institutional. The applicant originally submitted a request for sign permit and after reviewing the request, the applicant was notified that the sign regulations require a different zoning designation for the type of sign they were proposing to construct and the only way to allow that type of sign is to rezone those parcels. Staff recommends approval of the ordinance to rezone the subject parcels to the O&I Office and Institutional zoning district, and this is in conformance with the Comprehensive Plan for the area designated as Town Center mixed used.

Council Member Hudson made a motion to open the public hearing. Mayor Pro Tem Whitmore provided the second. **The motion carried unanimously.**

Spoke in Favor:

Bishop Aaron Lackey

Spoke in Opposition:

None

Council Member Smallwood made a motion to close the public hearing. Council Member Davis provided the second. **The motion carried unanimously.**

Council Member Heath made a motion to approve the ordinance to rezone the subject parcels to the O&I Office and Institutional Zoning District. The second was provided by Council Member Smallwood. **The motion carried unanimously.**

X. Consent Agenda:

6. Keep Me Alive – H2O Academy Usage Agreement – Swimming Lessons

Recommendation: Request Mayor and Council approval of the usage agreement with Keep Me Alive – H2O Academy for swim lessons at the Duncan Park Pool & Splash Pad.

7. Trees Unlimited Canopy Cutbacks

Recommendation: Request Mayor and Council approval to execute a professional service agreement with Trees Unlimited to perform canopy clearing throughout the city utilizing the co-op agreement with Electric Cities of Georgia (ECG) in an amount not to exceed \$60,000.

Council Member Smallwood made a motion to approve the consent agenda items as presented Council Member Heath provided the second. **The motion carried unanimously.**

XI. Regular Agenda Items:

8. Waste Management 2024 Contract Renewal

Assistant City Administrator Jamila Criss presented this item and said this is to renew the agreement with Waste Management. They are the vendor for the collection of services for our commercial corridor. At this time, we have not heard anything from our local businesses in reference to service delivery. The contract will automatically renew for three (3) additional one (1) year terms unless either party provides at least thirty (30) days' written notice of its intent not to renew the contract to the other party prior to the start of any renewal term.

Council Member Heath made a motion to approve the sixth addendum to the contract between Advanced Disposal Services Atlanta, LLC and the City of Fairburn for commercial solid waste collection and recycling services in the city. The second was provided by Council Member Smallwood. **The motion carried unanimously.**

9. Consumer Price Index (CPI) Rate Increase from Advanced Disposal dba Georgia Waste Systems, LLC

Assistant City Administrator Jamila Criss presented this item and said this item is in reference to the contract with Advanced Disposal according to Section 5.1, which is standard and has been a part of this agreement since 2006. They do have the ability to request each year to adjust its rate upward to reflect changes in the consumer price index that have occurred during the preceding twelve months. They are requesting a rate increase not to exceed 4% effective June 1, 2024.

Mayor Pro Tem Whitmore made a motion to approve the request from Advanced Disposal dba Georgia Waste Systems, LLC for a Consumer Price Index (CPI) Rate Increase of 4% effective June 1, 2024, for collection services provided June 1, 2024, through May 31, 2025. Council Member Smallwood provided the second. **The motion carried unanimously.**

10. General Services Staff Breakroom Buildout

Building Operations Director Dana Smith presented this item and said this is for the agreement between the city and Brown & Root for renovating the General Services breakroom.

Council Member Heath made a motion to approve the renovations to the General Service Staff Breakroom at Howell Avenue utilizing Omnia Partners Governmental Cooperative Purchasing Program contract with Brown & Root Industrial Services, LLC. In the amount not to exceed \$98,456.86. Mayor Pro Tem Whitmore provided the second.

Mayor Pro Tem Whitmore said the previous administration was looking at facilities for them to take showers and asked for them to take a look to see what can be done to help our workers. Mr. Smith said they would definitely look into that. Council Member Hudson abstained. **The motion carried.**

Council Member Hudson said I'm abstaining because in the mid-year budget meeting, I abstained from voting on that for lack of financial information and completely supports departments need to advance in this area but for that reason, I abstain.

11. Fayetteville Road Wall Construction

Council Member Heath made a motion to approve the contract with The Corbett Group, LLC., For the construction of the Fayetteville Wall Design in an amount not to exceed \$149,777.50. Mayor Pro Tem Whitmore provided the second. Council Member Hudson abstained and said she still has not received the financial information that she requested. **The motion carried.**

12. Roadway Improvements on Various City Roads Project Contract Award to Magnum Paving

Mayor Pro Tem Whitmore made a motion to approve the contract for the Roadway Improvements on various city roads projects to Magnum Paving, Inc. for a bid price of \$1,510,987.46. Council Member Smallwood provided the second. **The motion carried** with Council Member Hudson abstaining.

13. Golightly Rain Garden & Greenspace Project Contract Award to Complete Site, LLC

Council Member Smallwood made a motion to the contract award for the Golightly Rain Garden & Greenspace Project to Complete Site, LLC. for a bid price of \$554,099. The second was provided by Mayor Pro Tem Whitmore. **The motion carried unanimously.**

14. Joint Venture Agreement – Notice of Assignment for Education Expansion Catalytic Site Development

Economic Director Sylvia Abernathy presented this item and said this is in reference to the requests for qualifications process for qualified teams to lead the redevelopment of the 5.48-acre site adjacent to the Fairburn Education Campus located on Broad Street just one-half mile northeast of downtown, in the heart of the community and is home to a variety of small businesses, public spaces, and community assets. Our selection is Prestwick Development Partners, a high-quality firm with decades of experience. They have 60 plus multi-family projects and have completed more than 4,800 residential units, and approximately \$1 billion in low-income housing tax credits and 36 accessible housing awards. Some of their notable projects include the Mercedes-Benz Stadium, the Bobby Jones Redevelopment Project, Sandy Springs, City Springs, the Center for Civil and Human Rights, 55 Milton, and the Manor in the City of Fairburn. The other is Radiant Development Partners, a group that specializes in project funding, having worked on multifamily projects with Invest Atlanta, the City of Atlanta, the Georgia Department of Community Affairs, and the Atlanta Beltline. Radiant is experienced in helping communities provide equitable housing opportunities with a portfolio of projects representing more than \$855 million in community investments. Staff recommends approval of the selection of Prestwick Development and Radiant Development Partners Group.

Mayor Pro Tem Whitmore made a motion to approve the selection of Prestwick Development and Radiant Development Group as the successful respondents to the Request for Qualification (RFQ) for the Education Expansion Catalyst Site Development. The second was provided by Council Member Heath. **The motion carried unanimously.**

XII. Council Comments:

Council Member Smallwood had no comments.

Council Member Hudson said she is renewing her request for the 2022 – 2023 council approved projects and thanked Mr. Phillips for responding to her email regarding the investigation and is looking forward to reading that report. She thanked staff for the phenomenal job tonight, for vetting and bringing all the information that is required. Congratulations to our fire staff and she is looking forward to Mr. Phillips' advocacy for our water and sewer.

Council Member Heath had no comments.

Council Member Davis had no comments.

Mayor Pro Tem Whitmore had no comments.

Mayor Avery had no comments.

XIII. Adjournment:

Council Member Heath made a motion to adjourn the meeting at 9:00 p.m. with Council Member Davis providing the second. **The motion carried unanimously.**

Brenda James, City Clerk

Mario Avery, Mayor



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: RaceTrac Use Permit

ITEM TYPE: Ordinance

SUBMITTED: 06/04/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 06/10/2024

DEPARTMENT: Planning & Zoning

BUDGET IMPACT: N/A

PUBLIC HEARING: Yes

PURPOSE:

For the Mayor and City Council to review the use permit requesting the allowance of a truck stop.

HISTORY:

On April 2, 2024, the City of Fairburn Planning and Zoning Commission made the following recommendation to the Mayor and City Council. Commissioner Echols made a motion to recommend approval. Commissioner Parker seconded. The motion carried 4-1 with Commissioner James opposed.

FACTS AND ISSUES:

Applicant: Justin Giambalvo, RaceTrac, Inc.

Property Owner: Suresh Jatia, Greenland Georgia, Inc.

Site Location: Parcel ID - 09F090100480751, 0 Fairburn Industrial Boulevard

The site is located at 0 Fairburn Industrial Boulevard on the southeast corner of the intersection of Fairburn Industrial Boulevard and Howell Avenue. The site is currently zoned M-2 (Heavy Industrial) and is in the Highway 74 Overlay District. The site is approximately 16.97 acres.

Section 80-492 – Definitions. defines a truck stop as a commercial establishment that provides fuel, parking, and sometimes food, primarily used for trucks, usually located on or near an interstate or state highways. The industrial zoning designation requires a use permit to operate a truck stop. The proposed request meets the definition of a truck stop.

FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

Request Mayor and Council Approval of the Ordinance granting the Use Permit allowing the operation of a truck stop with the following conditions:

- No overnight parking of trucks, tractor-trailers, or vehicles shall be permitted, except for employees actively working at the truck stop.
- The development must adhere to the supplemental regulations on truck terminals / truck stops per the Zoning Ordinance (Chapter 80 Zoning, Article IV Administrative Permits and Use Permits, Section 80-239 Truck Terminals/Truck Stops).
- The traffic study must be completed prior to the review and submittal of the concept plan.

ATTACHMENTS:

1. RaceTrac Use Permit Staff Review and Application_MCC
2. Race Trac Ordinance.061024 MCC Meeting
3. SUPP CONSTITUTIONAL OBJECTIONS
4. CERTIFIED ZONING ORDINANCE001
5. CERTIFIED ZONING ORDINANCE002

CITY OF FAIRBURN
PLANNING AND ZONING COMMISSION
AGENDA ITEM

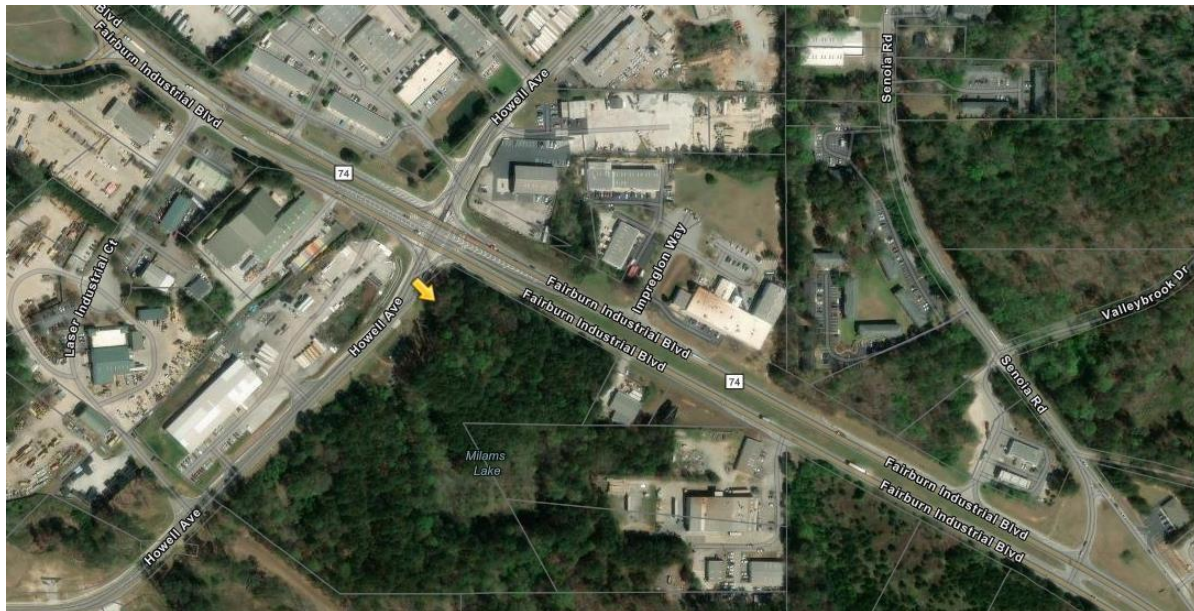
Agent/Applicant/Petitioner Information

- Applicant: Justin Giambalvo, RaceTrac, Inc.
- Property Owner: Suresh Jatia, Greenland Georgia, Inc.

Background

The site is located at 0 Fairburn Industrial Boulevard on the southeast corner of the intersection of Fairburn Industrial Boulevard and Howell Avenue. The site is currently zoned M-2 (Heavy Industrial) and is in the Highway 74 Overlay District. The site is approximately 16.97 acres.

	Zoning	Use
North	M-2	Industrial/Commercial
East	M-2	Industrial/Commercial
South	AG/M-2	Industrial/Commercial
West	M-2	Industrial/Commercial



SITE PICTURES

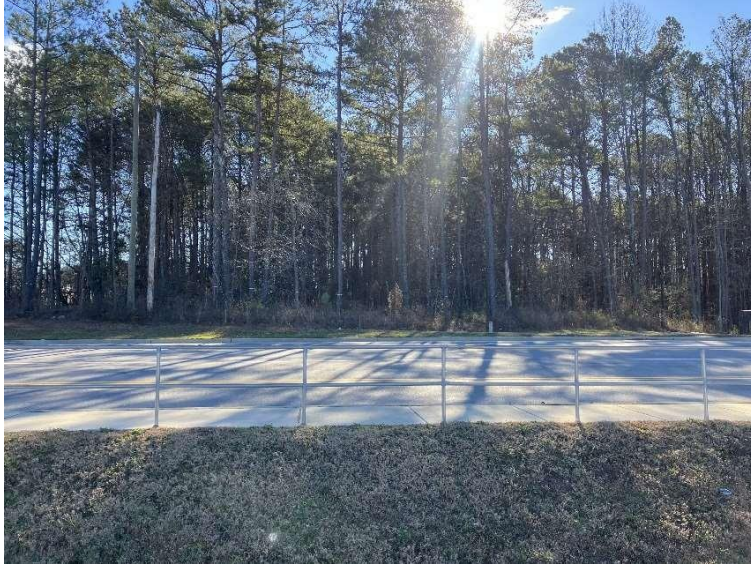


The south corner of Fairburn
Industrial Boulevard and Howell
Avenue



Southwest viewpoint

SITE PICTURES



Southeast viewpoint

Fairburn

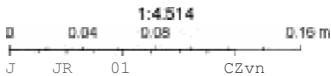
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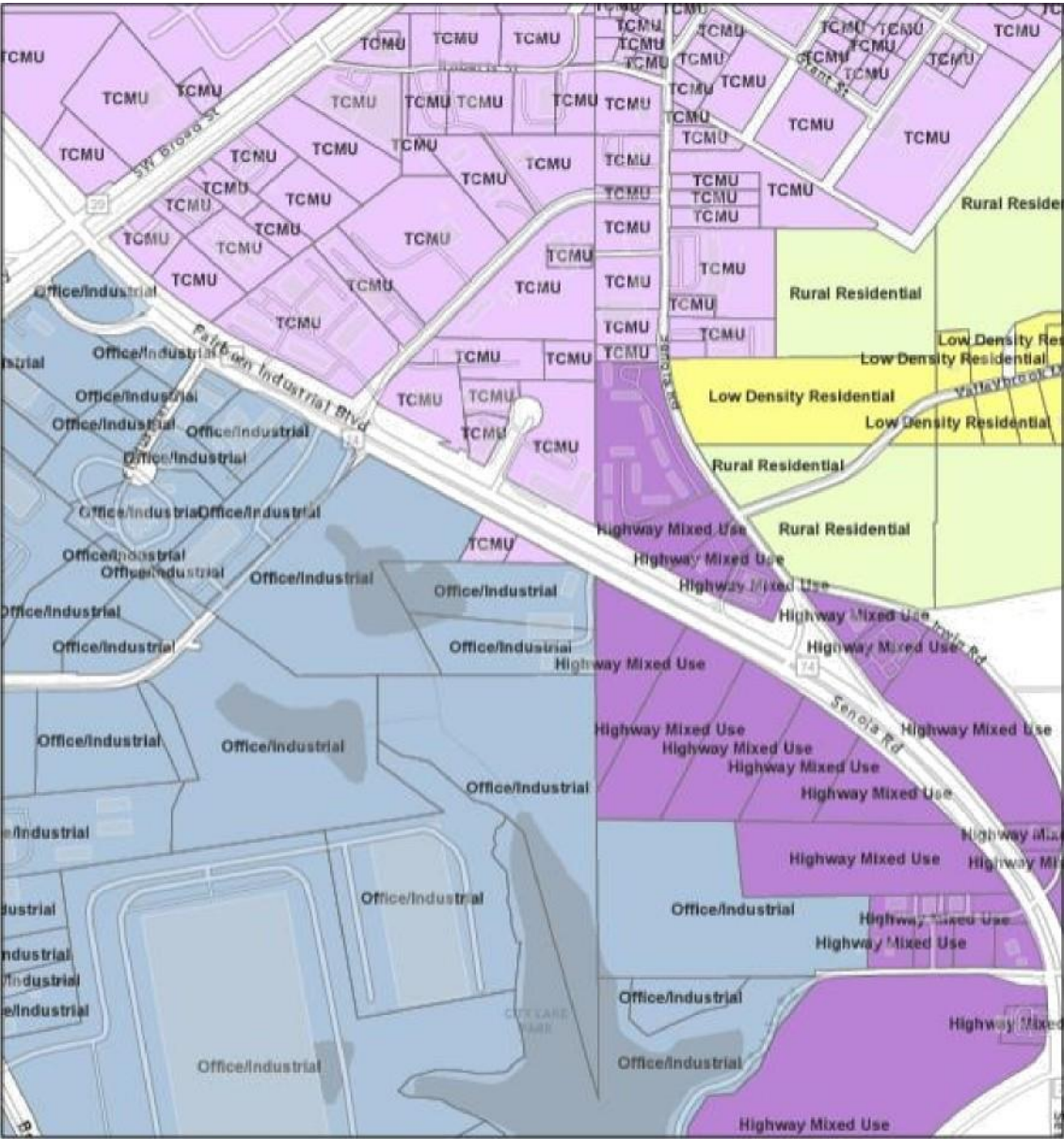
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	O&I	R-3	



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Fairburn

Situated to Succeed



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119,028

Fairburn Land Use

0 0.1 0.2 0.4 km

Lea DeMilly Retention Pond

Town Center Mixed Use

Office/Industrial

Esri Community Maps Contributors, © Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METANASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS | ArcGIS Web AppBuilder

Discussion

The applicant is requesting approval to develop a truck stop. The proposed single-tenant commercial development will include a 6,008 square-foot building, a front and a rear fuel canopy with associated driveways, parking, utilities, and landscaping. The site has two points of ingress/egress, on Fairburn Industrial Blvd. and Howell Ave. The building will have an all-brick front façade and majority brick or stone on the side and rear elevations. The dumpster will have screening brick walls on three sides with a lockable solid gate in the front. The hours of operation will be 24 hours, 7 days a week.

The applicant formed a public participation plan. The applicant notified the property owners who were located within 1,000 feet of the site with a letter via the United States Postal Service of their intention to request the allowance of a truck stop on their site and to invite the property owners to their public participation meeting. The applicant produced a public participation report. The applicant held a virtual public participation meeting on January 3, 2024, at 5:30 PM on Zoom. A total of 7 people were in attendance.

Use Permit Considerations

1. **Whether the proposal use is consistent with the comprehensive land use plan adopted by the city council.**

Staff finds that the proposed use is consistent with the 2040 Comprehensive Plan. The site is in the Office/Industrial Area and the appropriate use is Industrial. The appropriate zoning district in the Office/Industrial Area includes M-1.

2. **Compatibility with land uses and zoning districts in the vicinity of the property for which the use permit is proposed.**

Staff finds that the proposed use is compatible with the surrounding land uses and zoning. The surrounding land uses are Office/Industrial and Town Center Mixed Use. Truck Stops/Terminals are an appropriate land use in Office/Industrial areas. The surrounding zoning districts have heavy industrial developments.

3. **Whether the proposed use may violate local, state, and/or federal statutes, ordinances, or regulations governing land development.**

The proposed use does not violate any local, state, and/or federal statutes, ordinances, or regulations governing land development. The applicant will be required to comply with all City of Fairburn regulations.

4. **The effect of the proposed use on traffic flow, vehicular and pedestrian, along adjoining streets.**

Please note the Atlanta Regional Commission will not require a Traffic Impact Study as the use did not pass the threshold (of 175,000 square feet of development of Commercial Use or 500,000 square feet of development of Industrial Use).

The development will increase traffic in the area, and a traffic study should be conducted to ensure the necessary traffic control or are reviewed and implemented. To mitigate the increase in traffic to the existing network's capacity staff is recommending a traffic study. The initial review of the concept plans does illustrate the need for traffic improvements for both Fairburn Industrial Boulevard and Howell Avenue.

5. The location and number of off-street parking spaces.

Off-street parking is located on the site and there are a total of 30 parking spaces. There are two (2) accessible parking spaces.

6. The amount and location of open space.

There are open spaces on the south and west sides of the site. The site has a total of 33% open space. Thirty percent is required.

7. Protective screening.

Screening will be installed around any equipment and the dumpsters.

8. Hours and manner of operation.

The truck stop will operate 24 hours a day, Sunday through Saturday.

9. Outdoor lighting.

Outdoor lighting (building/wall-mounted and freestanding) will be directed downward and shielded from adjacent properties and Fairburn Industrial Boulevard and Howell Avenue.

10. Ingress and egress to the property.

Two, two-lane access points will provide ingress and egress to the site from Fairburn Industrial Boulevard and Howell Avenue.

Staff Recommendations

Staff recommends **APPROVAL** of the use permit with the following condition:

- No overnight parking of trucks, tractor-trailers, or vehicles shall be permitted, except for employees actively working at the truck stop.
- The development must adhere to the supplemental regulations on truck terminals / truck stops per the Zoning Ordinance (Chapter 80 Zoning, Article IV Administrative Permits and Use Permits, Section 80-239 Truck Terminals/Truck Stops).
- The traffic study must be completed prior to the review and submittal of the concept plan.

Planning and Zoning Commission Recommendation

On April 2, 2024, the City of Fairburn Planning and Zoning Commission made the following recommendation to the Mayor and City Council.

- Commissioner Echols made a motion to recommend **APPROVAL**. Commissioner Parker seconded. The motion carried 6-1 with Commissioner James opposed.



APPLICATION FOR USE PERMIT

City of Fairburn
Community Development Department
26 W. Campbellton Street
Fairburn, GA 30213

Date Received: _____

USE PERMIT #: _____
(Office Use Only)

APPLICANT INFORMATION

Applicant Name: Justen Giambalvo - RaceTrac Inc.
Address: 200 Galleria Parkway SE, Suite 900, Atlanta GA 30339
Phone: (770) 431-7600 x 4526 Cell: _____ Fax: _____
Email Address: rcraven@racetrac.com

OWNER INFORMATION (If different from Applicant)

Owner Name: Suresh Jatia, Greenland Georgia, Inc.
Address: 4020 Charrwood Trce Marietta GA 30062
Phone: (770) 435-1100 Cell: _____ Fax: _____
Email Address: suresh@greenlandamerica.com

PROPERTY INFORMATION

Address: Intersection of Howell Ave and Fairburn Industrial Blvd Fairburn GA
Parcel ID#: 09F090100480751 Land Lot: _____ District: 25

SECTION I

USE PERMIT REQUEST

Office use only:
USE PERMIT CASE # _____ ROAD FRONTAGE: _____

Under the provisions of Chapter 80, Article IV of the Zoning Ordinance, application is hereby made to obtain a Use Permit as follows:

CURRENT ZONING: Heavy Industrial M-2

USE PERMIT REQUEST: Gas Station with Extended Diesel Option

SECTION II**OWNER/PETITIONER**

NOTICE: Part 1 and/or Part 2 below must be signed and notarized when the petition is submitted. Please complete Section IV as follows:

- a) If you are the sole owner of the property and not the petitioner complete Part 1.
- b) If you are the petitioner and not the sole owner of the property complete Part 2.
- c) If you are the sole owner and petitioner complete Part 1.
- d) If there are multiple owners each must complete a separate Part 1 and include it in the application.

Part 1. Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application.

Suresh Jatia, Greenland Georgia, Inc.

TYPE OR PRINT OWNER'S NAME

4020 Charnwood Trce

ADDRESS

Marietta GA 30062

CITY & STATE

ZIP CODE

OWNER'S SIGNATURE

suresh@greenlandamerica.com, rcraven@racetrac.com

EMAIL ADDRESS

Sworn to and subscribed before me this the

Day of 20

NOTARY PUBLIC

PHONE NUMBER

PART 2. Petitioner states under oath that: (1) he/she is the executor or Attorney-in-fact under a Power-of-Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").

Harold Buckley Jr for Racetrac

TYPE OR PRINT PETITIONER'S NAME

2849 PACES FERRY RD, STE 700

ADDRESS

ATLANTA GA 30339

CITY & STATE

ZIP CODE

Harold Buckley Jr

PETITIONER'S SIGNATURE

hbuckley@wbilegal.com

EMAIL ADDRESS

Sworn to and subscribed before me this the

14th Day of December 2023

NOTARY PUBLIC

PHONE NUMBER

**SECTION V****ATTORNEY / AGENT**

Check One: ☒ Attorney ☐ Agent

TYPE OR PRINT ATTORNEY / AGENT NAME

Harold Buckley Jr

SIGNATURE OF ATTORNEY / AGENT

Harold Buckley Jr

ADDRESS

2849 PACES FERRY ROAD, STE 700

CITY & STATE

ZIP CODE

ATLANTA, GA 30339

hbuckley@wbilegal.com

EMAIL ADDRESS

770-803-3707

PHONE NUMBER

Susan Giambalvo

PETITIONER'S SIGNATURE

BY EXPRESS PERMISSION
HAROLD BUCKLEY, JR, ESQ

SECTION II**OWNER/PETITIONER**

NOTICE: Part 1 and/or Part 2 below must be signed and notarized when the petition is submitted. Please complete Section IV as follows:

- a) If you are the sole owner of the property and not the petitioner complete Part 1.
- b) If you are the petitioner and not the sole owner of the property complete Part 2.
- c) If you are the sole owner and petitioner complete Part 1.
- d) If there are multiple owners each must complete a separate Part 1 and include it in the application.

Part 1. Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application.

Suresh Jatia, Greenland Georgia, Inc.
TYPE OR PRINT OWNER'S NAME

4020 Charrwood Trce

ADDRESS

Marietta GA 30062

CITY & STATE

ZIP CODE

OWNER'S SIGNATURE

suresh@greenlandamerica.com
EMAIL ADDRESS

Sworn to and subscribed before me this the

_____ Day of _____ 20____

NOTARY PUBLIC

PHONE NUMBER

PART 2. Petitioner states under oath that: (1) he/she is the executor or Attorney-in-fact under a Power-of-Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").

Max McBrayer

TYPE OR PRINT PETITIONER'S NAME

200 Galleria Parkway SE, Suite 900

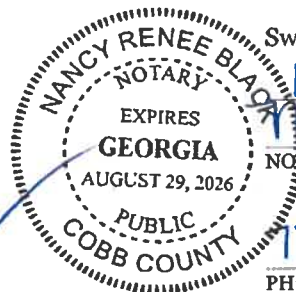
ADDRESS

Atlanta GA 30339

CITY & STATE ZIP CODE

PETITIONER'S SIGNATURE

rcraven@racetrac.com
EMAIL ADDRESS



Sworn to and subscribed before me this the

15th Day of November 2023

Nancy Renee Black
NOTARY PUBLIC

170-431-7600 ext. 4101

PHONE NUMBER

SECTION V**ATTORNEY / AGENT**

Check One: ☒ Attorney ☐ Agent

TYPE OR PRINT ATTORNEY / AGENT NAME

Harold Buckner Jr

SIGNATURE OF ATTORNEY / AGENT

Harold Buckner Jr

ADDRESS

2849 Paces Ferry Rd, Ste 700

CITY & STATE

ZIP CODE

Atlanta GA 30339

hbuckley@whitegal.com
EMAIL ADDRESS

770-803-3707

PHONE NUMBER

JUSTEN GIAMBALVO
PETITIONER'S SIGNATURE

Justen Giambalvo BY EXPRESS PERMISSION

Harold Buckner, Jr.



USE PERMIT CONSIDERATIONS

Applicant: Justen Giambalvo - RaceTrac Inc.

Analyze the impact of the proposed use permit with the following questions:

1. Whether the proposed use is consistent with the comprehensive land use plan adopted by the City Council? The proposed use of a gas station with extended diesel offering does not deviate from current zoning of Heavy Industrial M-2 and the 2035 comprehensive land use plan.
2. Compatibility with land uses and zoning districts in the vicinity of the property for which the use permit is proposed? The proposed use is in conformity with adjacent and nearby properties all zoned Heavy Industrial M-2. The subject property is surrounded by a mixture of commercial and industrial uses such as warehouses and storage buildings.
3. Whether the proposed use may violate local, state, and/or federal statutes, ordinances or regulations governing land development? The proposed development is subject to review for applicable regulations and guidelines and approval by local, state and federal agencies .
4. The effects of the proposed use on traffic flow, vehicular and pedestrian, along adjoining streets? The proposed development is not expected to generate additional hourly trips as it is not considered a destination and merely re-routing existing traffic and is proposing improvements along the city and state right of ways on Howell Ave and Fairburn Industrial blvd. As such it would improve vehicular and pedestrian flow along adjoining properties.
5. The location and number of off-street parking spaces? Parking is provided in front and right side of the building and by the front canopy. No parking is provided at the rear diesel canopy.
6. The amount and location of open spaces? The site plan indicates approximately 33% of the site area will be dedicated to open space.
7. Protective screening? Equipment stored outside would be screened from public view and streets. Dumpsters will be located away from public view with screening walls.
8. Hours and manner of operation? The convenience store is operational 24 hours a day, 7 days a week.

9. Outdoor lightning? _____
Building-mounted and freestanding exterior lighting in parking lots will be directed downward and lit from the outside perimeter inward with the light source screened and shielded from adjacent properties and from public rights-of-way.
10. Ingress and egress to the property? _____
The gas station will have two ingress/egress points, one on Howell Ave and one on Fairburn Industrial blvd.

Attach additional sheets as needed.

Supporting documents are attached at the end of this application.

PUBLIC PARTICIPATION PLAN

Applicant: RACE TRAC, INC.

1. The following individuals (property owners within 500 feet of the property), homeowner's associations, political jurisdictions, other public agencies, etc., will be notified:

N/A

2. The individuals and others listed in 1. above will be notified of the requested rezoning/use permit using the following method(s): (e.g., letters, meeting notices, telephone calls, e-mails, etc.)

N/A

3. Individuals and others listed in 1. above will be allowed to participate in the following manner: (At least one meeting at a convenient time and location is required.)

N/A

Attach additional sheets as needed.

PUBLIC PARTICIPATION PLAN REPORT

Applicant: RACE TRAC, Inc. Petition No. _____

Date: _____

1. The following parties were notified of the requested rezoning/use permit:

N/A

2. The following meetings were held regarding this petition: (Include the date, time, and meeting location.)

N/A

3. The following issues and concerns were expressed:

N/A

4. The applicant's response to issues and concerns was as follows:

N/A

5. Applicants are required to attach copies of sign-in sheets from meetings as well as meeting announcements, i.e., notices, flyers, letters, and any other documentation which supports the opportunity for public input.

Attach additional sheets as needed.



DISCLOSURE REPORT

Office use only:

USE PERMIT PETITION #: _____ CITY COUNCIL MEETING DATE: _____

Within the (2) years immediately preceding the filing of this zoning petition have you, as the applicant, owner and/or opponent for the use permit petition, or an attorney or agent of the applicant or opponent for the use permit petition, made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to a member of City Council.

CIRCLE ONE:

YES

NO

If the answer is YES, proceed to sections 1 through 4.

If the answer is NO, complete only section 4.

1. **CIRCLE ONE:**

Party to Petition

In Opposition to Petition

If party to petition, complete sections 2, 3, and 4 below.

If in opposition, proceed to sections 3 and 4 below.

2. List all individuals or business entities which have an ownership interest in the property which is the subject of this use permit petition: _____

3. CAMPAIGN CONTRIBUTIONS:

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

4. The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name (print) Suresh Jatia, Greenland Georgia, Inc.

Signature: _____

Date: _____

NOV 15 2023

FEE SCHEDULE	
USE PERMIT	\$500 each
PUBLIC HEARING SIGN	\$31 each

Methods of payment: Cash, Money Order and Credit Cards (except American Express)

(MAKE CHECKS PAYABLE TO THE CITY OF FAIRBURN)

City to confirm total fee amount and Bohler will submit check

SITE PLAN CHECKLIST

Site plans for use permit petitions must be folded, drawn to scale, no larger than 30" x 42", and shall, at a minimum, include the following information:

ITEM #	DESCRIPTION	CHECK ✓
1	An accurate, up-to-date and certified survey of the property	X
2	Name, address, phone number, and fax number of the owner, the developer and the designer who prepared the plan.	X
3	Vicinity map with North arrow showing the property in relation to the general area	X
4	Acreage of subject property	X
5	Location of land lot lines and identification of land lots	X
6	Existing, proposed new dedicated and future reserved rights-of-way of all streets, roads, and railroads adjacent to and on the subject property; Proposed streets on the subject site	X
7	Current zoning of the subject site with required and/or proposed setbacks and adjoining properties	X
8	Total are of the site, and the areas of the proposed to be devoted to impervious surfaces	X
9	Proposed off-site layout including buildings, drives, parking, walkways, landscaped-areas, tree save area, buffers, easements, utilities and any other features necessary to properly present the development	X
10	Layout and minimum lot size of proposed single-family residential lots	N/A
11	Topography on subject site	X
12	Required landscape strips, undisturbed buffers, and any other natural areas as required or proposed	X
13	Required and proposed parking spaces; Loading and unloading facilities	X
14	Wetlands, lakes, streams and other waters on the site and associated buffers including the 100 year flood-plain, if appropriate.	X
15	Proposed stormwater management facilities	X
16	Architectural elevations to show the intended architectural character of the proposed building and the nature of the materials to be used.	X

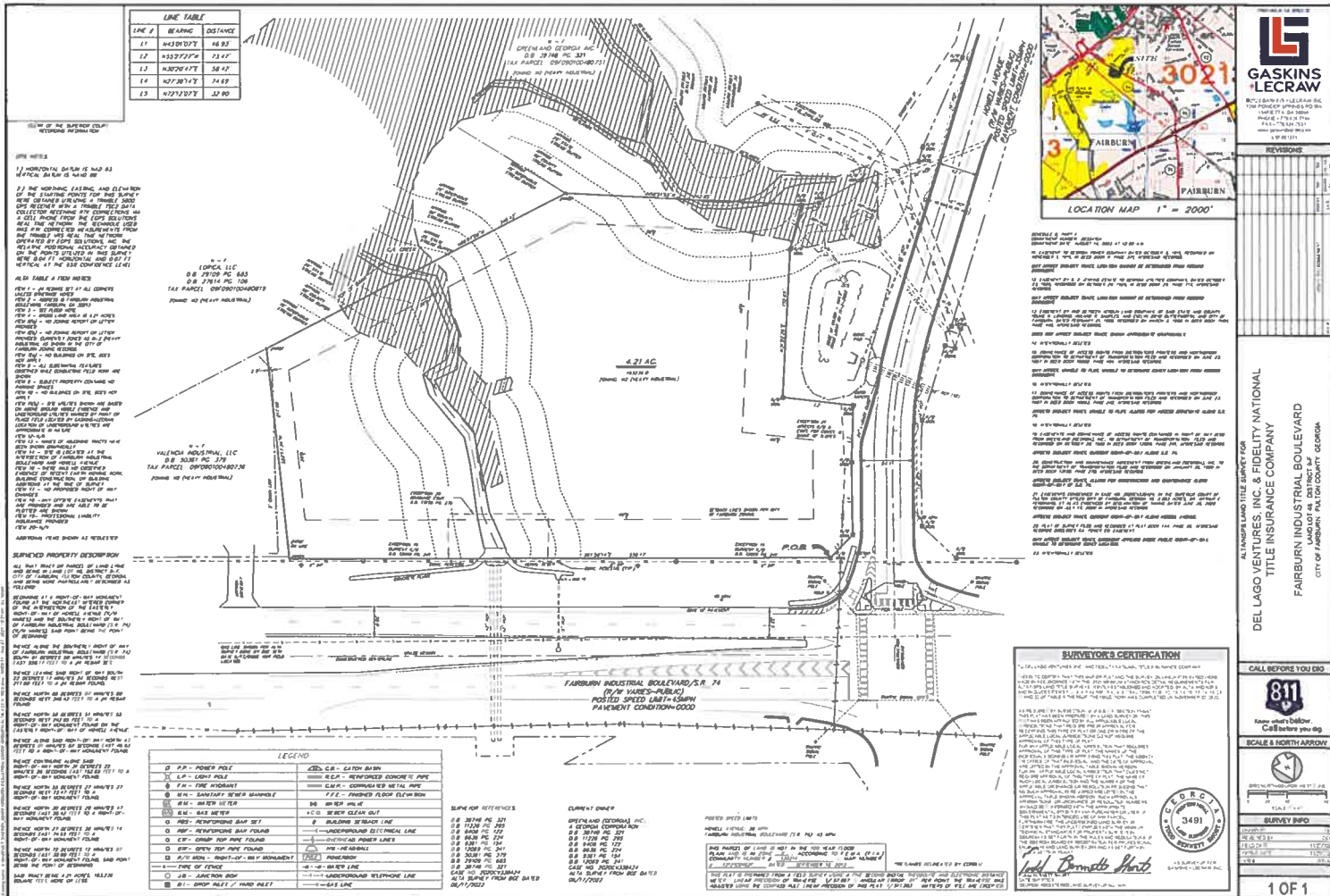
Office use only:

Application reviewed by:

Staff signature: _____ Date: _____
Community Development/
Planning and Zoning

Staff printed name: _____

ALTA Survey



Legal Description

SURVEYED PROPERTY DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 48, DISTRICT 9-F, CITY OF FAIRBURN, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A RIGHT-OF-WAY MONUMENT FOUND AT THE NORTHEAST MITERED CORNER OF THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF HOWELL AVENUE (R/W VARIES) AND THE SOUTHERLY RIGHT OF WAY OF FAIRBURN INDUSTRIAL BOULEVARD (S.R. 74) (R/W VARIES), SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE SOUTHERLY RIGHT OF WAY OF FAIRBURN INDUSTRIAL BOULEVARD (S.R. 74) SOUTH 61 DEGREES 50 MINUTES 14 SECONDS EAST 556.17 FEET TO A #4 REBAR SET;

THENCE LEAVING SAID RIGHT OF WAY SOUTH 22 DEGREES 17 MINUTES 34 SECONDS WEST 217.60 FEET TO A #4 REBAR FOUND;

THENCE NORTH 89 DEGREES 07 MINUTES 09 SECONDS WEST 346.42 FEET TO A #4 REBAR FOUND;

THENCE NORTH 58 DEGREES 51 MINUTES 55 SECONDS WEST 242.85 FEET TO A RIGHT-OF-WAY MONUMENT FOUND ON THE EASTERLY RIGHT-OF-WAY OF HOWELL AVENUE;

THENCE ALONG SAID RIGHT-OF-WAY NORTH 43 DEGREES 01 MINUTES 07 SECONDS EAST 46.93 FEET TO A RIGHT-OF-WAY MONUMENT FOUND;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 31 DEGREES 22 MINUTES 26 SECONDS EAST 152.65 FEET TO A RIGHT-OF-WAY MONUMENT FOUND;

THENCE NORTH 55 DEGREES 27 MINUTES 27 SECONDS WEST 73.47 FEET TO A RIGHT-OF-WAY MONUMENT FOUND;

THENCE NORTH 30 DEGREES 20 MINUTES 47 SECONDS EAST 58.42 FEET TO A RIGHT-OF-WAY MONUMENT FOUND;

THENCE NORTH 27 DEGREES 38 MINUTES 14 SECONDS EAST 74.69 FEET TO A RIGHT-OF-WAY MONUMENT FOUND;

THENCE NORTH 72 DEGREES 12 MINUTES 07 SECONDS EAST 32.90 FEET TO A RIGHT-OF-WAY MONUMENT FOUND, SAID POINT BEING THE POINT OF BEGINNING;

SAID TRACT BEING 4.21 ACRES, 183,236 SQUARE FEET, MORE OR LESS.

Warranty Deed

GEORGIA, Fulton County, Clerk's Office Superior Court

Filed & Recorded, DEC 11 1987 at 4:10*Wendell J. Lince* CLERK

GENERAL WARRANTY DEED

Fulton County, Georgia
 State of Georgia
 Date DEC 11 1987
 Book 300
 Page 173
 Clerk's Office
 Seal

STATE OF GEORGIA

COUNTY OF FULTON

THIS INDENDURE, made as of this 10th day of December, 1987, between NORTHBROOK CORPORATION, a Georgia corporation, as party of the first part (hereinafter referred to as "Grantor"), and GREENLAND (GEORGIA), INC.; a Georgia corporation, as party of the second part (hereinafter referred to as "Grantee").

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Grantee, its successors, and assigns all that tract or parcel of land described in Exhibit "A" attached hereto and subject to those items described in Exhibit "B" attached hereto (the "Permitted Exceptions").

TO HAVE AND TO HOLD the said bargained premises, together with all and singular rights, members and appurtenances thereof, to the only proper use, benefit and behoof of Grantee forever IN FEE SIMPLE.

And Grantor will warrant and forever defend the right and title to the above described property unto Grantee against the lawful claims of all persons whomsoever, except for claims arising under the Permitted Exceptions.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and affixed its seal the day and year first above written.

Signed, sealed and delivered
 in the presence of:

NORTHBROOK CORPORATION, a Georgia
 corporation

Charles Benedict
 Unofficial Witness

BY: *Ralph L. Eskeu*
 RALPH L. ESKEW, President

Colleen S. Vonbrock
 Notary Public

[AFFIX CORPORATE SEAL]

My commission expires:

[NOTARIAL SEAL]

Notary Public, Georgia, State at Large
 My Commission Expires Feb. 20, 1989

N.P.
 SEAL

CORP.
 SEAL

10-T-164(A)

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 48 of the 9-F District of Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a point on the southwesterly right-of-way of Georgia State Highway No. 74 (a 100-ft. right-of-way), which point is located 582.9 feet northwesterly from the intersection of the southwesterly side of Georgia State Highway No. 74 and the line dividing Land Lots 47 and 48; running thence south 24 degrees 11 minutes 13 seconds west 293.48 feet to a point; running thence north 87 degrees 32 minutes 52 seconds west 351.9 feet to a point; running thence south 28 degrees 57 minutes 58 seconds east 623.1 feet to a point located on the line dividing Land Lots 31 and 48; running thence north 88 degrees 27 minutes 13 seconds west along said land lot line 669.2 feet to an iron pin found; running thence north 50 degrees 28 minutes west 536.2 feet to a point; running thence north 46 degrees 15 minutes 10 seconds east 1038.52 feet to a point located on the southwesterly right-of-way of said Georgia State Highway No. 74; running thence south 60 degrees 54 minutes 48 seconds east along said right-of-way 575.28 feet to a point and the POINT OF BEGINNING, said property consisting of 16.97 acres as depicted on Plat for Greenland (Georgia), Inc., dated October 22, 1987 by Steed & Boyd Land Surveyors.

RE

C-III

EXHIBIT "B"PERMITTED EXCEPTIONS

1. Express Easement dated December 23, 1986, by Northbrook Corporation, to William D. Reeves and David W. Porter filed and recorded January 16, 1987, in Deed Book 10576, Page 090, aforesaid Records, for purposes of constructing a sewer line to connect onto County sanitary sewer system, said easement to be 30-feet in width through the period of construction, and upon completion, said easement will be 10-feet width.
2. Right-of-way dated December 30, 1975, from Verdun Land Company, Nominee to Fulton County, recorded on January 8, 1976, in Deed Book 6408, Pages 122 through 127, inclusive, aforesaid Records.
3. Matters disclosed on Plat of Survey for Greenland (Georgia), Inc., delineated by Steed & Boyd Land Surveyors, dated October 22, 1987, discloses the following:
 - (a) a sewer line with manholes crossing the caption property;
 - (b) a 20-foot sanitary sewer easement entering caption from the northwesterly boundary thereof connecting to aforesaid sewer line in (a) hereof;
 - (c) Informational Note on said plat reveals that this plat was taken from a survey of December 6, 1985, revised December 5, 1986. According to Surveyor's Report, Joseph W. Steed, Jr., certifies that a careful inspection was again performed on December 5, 1986, and said Surveyor states that no encroachments are evident; and that a "Lake was on the site at one time, but has been drained"; and a sanitary sewer as shown on plat. Exception is taken to any other facts which should be certified by an up-to-date Surveyor's Report subsequent to December 5, 1986.

Rice

164(A)

BOOK 11226 PAGE 297

Letter of Intent

11/13/23

Parcel ID# 09F090100480751

Intersection of Fairburn Industrial Blvd and Howell Ave.
Fairburn, GA 30213

City of Fairburn

Community Development Department / Planning and Zoning
Fairburn City Hall, 56 Malone Street, Fairburn, GA 30291

RE: Letter of Intent - Use Permit Application

The project site is located at the southwest quadrant of the intersection at Fairburn Industrial blvd and Howell Ave which is zoned heavy industrial M-2. The proposed single-tenant commercial development will include a 6,008 square-foot building, a front and a rear gas canopy with associated driveways, parking, utilities, and landscaping. The site has two points of ingress/egress, one on Fairburn Industrial blvd and one on Howell Ave. Stormwater detention is proposed on site via an underground system. The building will have an all brick front façade and majority brick or stone on the side and rear elevations. The dumpster will have screening brick walls on three sides with a lockable solid gate in the front. The hours of operation will be 24 hours, 7 days a week. There will be exterior patio tables and seating provided on one side of the building.

Architectural Elevations & Renderings



RaceTrac
 YOUR PLACE OUR PASSION
 WE BUILD IT AND WE LIVE IT
 1000 Peachtree Road, Suite 200
 Atlanta, GA 30309
 404.525.1234

HFR
 HFR HOLDINGS, INC.
 1000 Peachtree Road, Suite 200
 Atlanta, GA 30309
 404.525.1234

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	CEILING	1,100	SF	1.00	1,100.00
2	WALL	1,100	SF	1.00	1,100.00
3	FLOOR	1,100	SF	1.00	1,100.00
4	DOOR	1	EA	100.00	100.00
5	WINDOW	1	EA	100.00	100.00

RaceTrac
 YOUR PLACE OUR PASSION
 1000 Peachtree Road, Suite 200
 Atlanta, GA 30309
 404.525.1234

FAIRBURN EDO
 1000 Peachtree Road, Suite 200
 Atlanta, GA 30309
 404.525.1234

FAIRBURN, GA
 1000 Peachtree Road, Suite 200
 Atlanta, GA 30309
 404.525.1234

PROJECT NUMBER
 #1656



PROJECT NUMBER
 22-727

SHEET TITLE
 EXTERIOR ELEVATIONS

SHEET NUMBER
A300

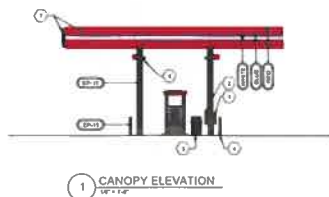
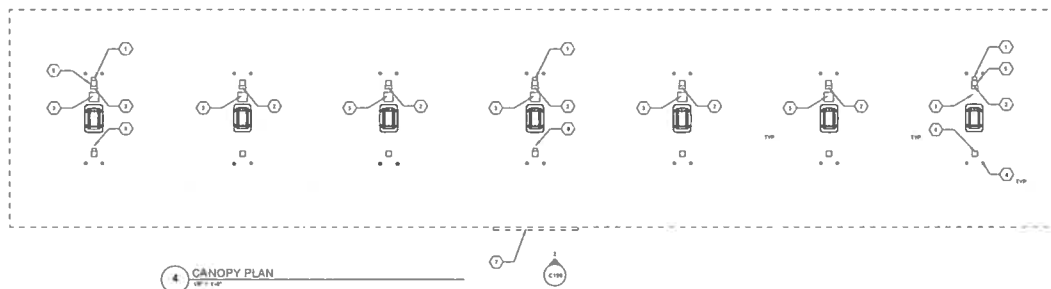












SHEET KEYNOTES			
1. (See Note 1 on Elevation) for Elevation and Notes on Color, Scale, Size of Color, and Scale of Color. 2. (See Note 2 on Elevation) for Elevation and Notes on Color, Scale, Size of Color, and Scale of Color. 3. (See Note 3 on Elevation) for Elevation and Notes on Color, Scale, Size of Color, and Scale of Color. 4. (See Note 4 on Elevation) for Elevation and Notes on Color, Scale, Size of Color, and Scale of Color. 5. (See Note 5 on Elevation) for Elevation and Notes on Color, Scale, Size of Color, and Scale of Color. 6. (See Note 6 on Elevation) for Elevation and Notes on Color, Scale, Size of Color, and Scale of Color. 7. (See Note 7 on Elevation) for Elevation and Notes on Color, Scale, Size of Color, and Scale of Color. 8. (See Note 8 on Elevation) for Elevation and Notes on Color, Scale, Size of Color, and Scale of Color. 9. (See Note 9 on Elevation) for Elevation and Notes on Color, Scale, Size of Color, and Scale of Color. 10. (See Note 10 on Elevation) for Elevation and Notes on Color, Scale, Size of Color, and Scale of Color.			
FULL CANOPY PANEL SCHEDULE			
ID	MANUF.	MATERIAL	COMMENTS
1	BLD	RED	1. (See Note 1 on Elevation) for Elevation and Notes on Color, Scale, Size of Color, and Scale of Color.
2	BLD	RED	2. (See Note 2 on Elevation) for Elevation and Notes on Color, Scale, Size of Color, and Scale of Color.
3	BLD	RED	3. (See Note 3 on Elevation) for Elevation and Notes on Color, Scale, Size of Color, and Scale of Color.
4	BLD	RED	4. (See Note 4 on Elevation) for Elevation and Notes on Color, Scale, Size of Color, and Scale of Color.
5	BLD	RED	5. (See Note 5 on Elevation) for Elevation and Notes on Color, Scale, Size of Color, and Scale of Color.
6	BLD	RED	6. (See Note 6 on Elevation) for Elevation and Notes on Color, Scale, Size of Color, and Scale of Color.
7	BLD	RED	7. (See Note 7 on Elevation) for Elevation and Notes on Color, Scale, Size of Color, and Scale of Color.
8	BLD	RED	8. (See Note 8 on Elevation) for Elevation and Notes on Color, Scale, Size of Color, and Scale of Color.
9	BLD	RED	9. (See Note 9 on Elevation) for Elevation and Notes on Color, Scale, Size of Color, and Scale of Color.
10	BLD	RED	10. (See Note 10 on Elevation) for Elevation and Notes on Color, Scale, Size of Color, and Scale of Color.
STANDARD CANOPY PANEL COLOR SPECIFICATION CHART			
Color	Material	Color	Material
1	BLD	RED	1
2	BLD	RED	2
3	BLD	RED	3
4	BLD	RED	4
5	BLD	RED	5
6	BLD	RED	6
7	BLD	RED	7
8	BLD	RED	8
9	BLD	RED	9
10	BLD	RED	10

[illegible][illegible]**RaceTrac**PROJECT NAME
EARTHQUAKE**FAIRBURN EDO**

**FAIRBURN
INDUSTRIAL @
HOWELL AVE
FAIRBURN, GA**

1656

2023 RM 00

PLEASE INDICATE LOCATION OF THE:

SPR NO. 0005 DATE 06/03/21

© 2000 AIAA. All rights reserved. No part of this publication may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without permission in writing from the American Institute of Aeronautics and Astronautics, Inc., 1801 Alexander Bell Drive, Suite 1207, Reston, VA 20191-4344.

FOR THE FULL LIST OF OTHER COMPANIES
THESE COMPANIES ARE LISTED IN THE
COMPANY DIRECTORY OF THE COMPANY'S
AND IT'S THE ONLY ONE.

PROFESSIONAL SEAL

STATE OF OREGON

PROJECT NUMBER
23.724 20

SHEET TITLE
FUEL CANOPY

FUEL CANOPY ELEVATIONS

Redacted Contract

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (this "Contract") is by and between DEL LAGO VENTURES, INC., a Georgia corporation ("Purchaser") and GREENLAND GEORGIA, INC., a Georgia corporation ("Seller"). In consideration for the mutual covenants herein contained, for Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. **CONTRACT PROPERTY.** Purchaser agrees to buy and Seller agrees to sell, for the consideration and upon the terms set forth herein, the real property containing approximately 4.122 acres and located in the State of Georgia, County of Fulton, and further described in Exhibit A attached hereto, together with all improvements and fixtures now located thereon and all appurtenances, rights, privileges, and easements benefiting or pertaining thereto (collectively, the "Contract Property").

2. **PURCHASE PRICE.** The purchase price for the Contract Property shall be [REDACTED] (the "Purchase Price"), payable by cash or certified funds at Closing (defined below).

3. **EARNEST MONEY.** Purchaser shall deliver to the Title Company [REDACTED] as Earnest Money (the "Earnest Money") within ten (10) business days after the Contract Date (defined below). At the time the sale is consummated, the Earnest Money shall either be: (i) applied as partial payment of the Purchase Price, or (ii) refunded to Purchaser, in which case Purchaser shall pay the entire Purchase Price (less any adjustments as provided herein) at Closing. Purchaser shall have the exclusive right to choose option (i) or (ii), in Purchaser's sole discretion. Any interest earned on the investment of the Earnest Money by the Title Company shall be paid to Purchaser. If the sale is not consummated due to Purchaser's default, Seller shall receive the Earnest Money as full liquidated damages and Purchaser shall be relieved from all further liability and obligations hereunder other than the Surviving Obligations (as defined herein). If the sale is not consummated for any other reason, then, subject to the terms of Paragraphs 5(a) and (b) below, the Earnest Money shall be immediately returned to Purchaser upon written request to the Title Company and without further direction of Seller, less one dollar (\$1.00), which shall be paid to Seller as present, good and valuable consideration for the rights granted Purchaser pursuant to Paragraph 5.

4. **CLOSING.** The closing of the sale of the Contract Property shall be held at a time and place mutually acceptable to Purchaser and Seller within thirty (30) days following the expiration of the Permit Period as set forth in Paragraph 5 below (the "Closing"). At Closing, Seller shall convey fee simple title by Limited Warranty Deed ("Deed") in a form acceptable to Purchaser, and the Contract Property shall be unoccupied and free of any right of possession by any party other than Purchaser and shall be free and clear of all liens, encumbrances, easements and restrictions of every nature and description other than the Permitted Exceptions (as hereinafter defined).

5. **FEASIBILITY PERIOD: PERMIT PERIOD.** (a) Purchaser shall have a period commencing on the Contract Date and ending ninety (90) days thereafter (such period the "Feasibility Period") to complete an investigation of the Contract Property (and any related easements) to determine the suitability thereof. Purchaser is hereby authorized to enter upon the Contract Property and Seller's adjacent property for the purpose of making such surveys, examinations and tests, including (but not limited to) environmental tests, investigation of wetlands, title, zoning and all other matters incidental to the condition, ownership or use of such property, each as Purchaser may determine to be necessary or desirable (collectively, the "Tests"). Purchaser shall indemnify Seller and hold it harmless against any loss, cost or damage incurred as a result of such entry upon the Contract Property by Purchaser or its agents, which indemnity shall survive termination or closing of this Contract ("Surviving Obligations"); provided, however, such obligations shall not apply to the extent of Seller's negligence or to Purchaser discovering the condition (including without limitation, the environmental condition) of the Contract Property. Seller shall cooperate with Purchaser so as to allow Purchaser to fully and properly conduct the Tests. Purchaser may extend the Feasibility Period for ninety (90) days by delivering to the Title Company [REDACTED] Earnest Money*). The Extension Earnest Money shall be applicable to the Purchase Price and shall be added to and considered part of the Earnest Money; provided, however, the Extension Earnest Money shall be non-refundable to Purchaser, except in the event (a) of Seller's default, (b) Seller agrees (or is expressly required) to cure title or survey objections pursuant to the terms of Paragraph 6 below and thereafter fails to do so, or (c) Purchaser is entitled to the Earnest Money pursuant to Paragraph 11R below. Purchaser shall have the absolute right to terminate this Contract for any reason or no reason whatsoever, including but not limited to condition of title, at any time prior to the end of the Feasibility Period (as the same may be extended) by delivering written notice to Seller and the Title Company, in which event the Title Company shall immediately, and without further direction or confirmation from Seller, return all Earnest Money to Purchaser, provided that, if Purchaser has extended the Feasibility Period as set forth above, the Extension Earnest Money shall be paid to Seller. Upon the expiration of the Feasibility Period, provided Purchaser has not terminated this Contract, Purchaser shall deposit [REDACTED] (the "Continuation Earnest Money") with the Title Company. The Continuation Earnest Money shall be applicable to the Purchase Price and shall be added to and considered part of the Earnest Money; provided, however, the Continuation Earnest Money shall be non-refundable to Purchaser, except in the event (a) of Seller's default, (b) Seller agrees (or is expressly required) to cure title or survey objections pursuant to the terms of Paragraph 6 below and thereafter fails to do so, (c) Purchaser is unable to obtain its wetlands and related permits, and GDOT and local jurisdiction access permits, (d) an express condition of Purchaser's obligation to close is not satisfied due to no fault of Purchaser, or (e) Purchaser is entitled to the refund of the Earnest Money pursuant to Paragraph 11R below or Paragraph 4 of Rider No. 1.

(b) Purchaser shall have a period of ninety (90) days after the expiration of the Feasibility Period (the "Permit Period") to obtain all governmental permits and approvals necessary to allow Purchaser to construct and operate a twenty-four hour motor fuel station and/or convenience store on the Contract Property using Purchaser's most favored design, allowing the sale of beer and wine and the operation of a fast food outlet (collectively, the "Permits"). A Permit shall not be considered final until the expiration of all appeal periods and the satisfactory resolution of all appeals, if any. Purchaser, Seller's agent, is authorized to execute any applications or other documents required to obtain the Permits. Provided Purchaser is diligently pursuing Permits, Purchaser may extend the Permit Period by an additional ninety (90) days providing written notice thereof to Seller and delivering to the Title Company the sums of (i) \$[REDACTED] which shall be applicable to the Purchase Price and treated in the same manner as to

Seller: [Signature] Initials: TS
Purchaser: TS

Continuation Earnest Money would be treated pursuant to Paragraph 5(a) above, and (ii) [REDACTED] shall be applicable to the Purchase Price and treated in the same manner as the Extension Earnest Money would be treated pursuant to Paragraph 5(a) above. Purchaser shall have the absolute right to terminate this Contract if Purchaser is unable to obtain the Permits, on terms and conditions acceptable to Purchaser in its sole discretion, at any time prior to the end of the Permit Period by delivering written notice to Seller, in which event the Title Company shall immediately, and without further direction or confirmation from Seller, return all Earnest Money (except for the Extension Earnest Money, if applicable, which shall be paid to Seller) to Purchaser (subject to the immediately preceding sentence and the last sentence of Paragraph 5(a) above).

6. TITLE AND SURVEY.

A. Purchaser shall obtain, at Purchaser's expense, a complete current certified survey of the Contract Property and Seller's adjacent property and any related easements, in a form acceptable to Purchaser, which shall contain a legal description of the Contract Property, which description shall be used in the conveyance document(s). Purchaser shall provide a draft of such survey for Seller's reasonable approval within the first ninety (90) days of the Feasibility Period, which survey boundaries shall be used in connection with the plat referenced in Section 8(c) hereof. In the event the legal description set forth on the survey differs from the legal description contained in Seller's vesting deed, Seller may use its vesting deed legal description in the Deed provided that Seller additionally delivers a quitclaim deed (or deed without warranty of title) to Purchaser at Closing containing a legal description based on Purchaser's survey.

B. Purchaser may obtain a title insurance commitment, in a form acceptable to Purchaser, issued by a title insurance company acceptable to Purchaser (the "Title Company"). Purchaser shall pay all costs of title insurance (including, without limitation, the costs of any municipal lien searches).

C. Purchaser may examine the title to and survey of the Contract Property and any related easements and may notify Seller on or before the earlier of (i) the date that is ninety (90) days after the Contract Date or (ii) the expiration of the Feasibility Period, of any title or survey matter which, in Purchaser's sole opinion, is objectionable or has an adverse effect on the Contract Property or Purchaser's proposed use or development thereof (hereinafter referred to as an "Objection"). Additionally, at any time prior to Closing, Purchaser shall have the right to notify Seller of any Objection which first arises, first appears of record, or first becomes known to Purchaser after the effective date of the initial survey or title commitment, in which event any such Objections will be handled in the same manner as an Objection set forth in this Paragraph 6.

D. In the event Seller is notified of an Objection, Seller shall have the option, in its sole discretion to either (i) agree to cure any such Objection prior to Closing or (ii) refuse to cure such Objection. Failure by Seller to respond to Purchaser's Objection(s) within five (5) business days of delivery shall be deemed to be Seller's refusal to cure such objection(s). In the event Seller refuses (or is deemed to refuse) to cure any Objection, Purchaser may, at Purchaser's option: (i) terminate this Contract by providing written notice of same prior to the later of (A) Seller's election (or deemed election) not to cure, or (B) the expiration of the Feasibility Period, in which event the Earnest Money shall be immediately refunded to Purchaser, or (ii) accept title or survey to the Contract Property and any related easements subject to such Objection (which shall be deemed a Permitted Exception). In the event Seller elects to cure but thereafter fails to cure as of Closing, then Purchaser may elect any of the following (i) terminate this Contract, in which event the Earnest Money shall be immediately refunded to Purchaser, (ii) accept title or survey to the Contract Property and any related easements subject to such Objection (which shall be deemed a Permitted Exception), (iii) take such steps as Purchaser shall deem proper to remove such Objections, deducting the cost thereof [REDACTED] from the Purchase Price, (iv) extend the time for Closing to allow Seller or Purchaser additional time to remove such Objections, or (v) elect any combination of (i)-(iv). In addition, Purchaser may and is hereby authorized by Seller to pay and discharge from the proceeds due to Seller at Closing any lien or any security deed, deed of trust or mortgage affecting the Contract Property and made by or through Seller which may be discharged by the payment of money; provided, however, that (a) the foregoing shall not limit Seller's right to cause any such items to be released, discharged or bonded-off prior to Closing, and (b) the total amount authorized by Seller pursuant hereto shall in no event exceed the Purchase Price.

E. As used herein, "Permitted Exceptions" shall mean those title or survey matters to which Purchaser does not timely object or which Purchaser is deemed to waive pursuant to clause (ii) in Paragraph D above.

7. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Purchaser that:

A. Seller has good and marketable title to the Contract Property in fee simple, free and clear of all liens, encumbrances and other exceptions to title (other than the Permitted Exceptions).

B. To Seller's actual knowledge, the Contract Property contains no construction debris, hazardous substances, pollutants, petroleum products, motor fuels, gasoline, alcohol, tires, diesel fuels, motor oils, lubricants or other contaminants.

C. Other than the current condemnation proceedings for the 2.257 acre taking along the western boundary of the Property and Seller's adjacent property (the "Condemnation Settlement"), the condemnation proceeds for which shall remain the property of the Seller and shall not pass to the Purchaser at Closing, even if the same are paid after Closing, there are no other condemnation or eminent domain proceedings pending or, to Seller's actual knowledge, threatened or contemplated against the Contract Property or any part thereof, and Seller has received no notice, oral or written, of the further desire of any public authority or other entity to take or use the Contract Property or any part of the Contract Property.

D. All assessments that are liens against the Contract Property are shown in the official records of the taxing authorities in whose jurisdiction the Contract Property is located; no improvements (site or area) have been constructed or installed by any public authority, the cost of which may be assessed in whole or in part against any part of the Contract Property in the future; and Seller has not been notified of any possible future improvements that might create an assessment against any part of the Contract Property.

E. Other than the Condemnation Settlement, Seller has no knowledge of, nor has Seller received any notice of, any actual or threatened action, litigation, or proceeding against the Contract Property or Seller. Seller has received no notice of and has no knowledge of any violations of law (including, without limitation, laws governing hazardous materials), municipal or county ordinances, or other legal requirements with respect to the Contract Property or with respect to the use, occupancy or construction thereon.

F. Seller has the full and lawful right, power and authority to execute, deliver and perform this Contract without obtaining any consents or approvals from, or taking any other actions with respect to, any third parties. This Contract, when executed and delivered by Seller and Purchaser, shall become a binding agreement of Seller, in accordance with its terms.

Seller:  Initials:
Purchaser:  Initials: 

8. **COVENANTS OF SELLER.** Seller covenants and agrees as follows:

B. Seller will execute (or will cause Seller's affiliates to execute), at or prior to Closing, any utility easements or other agreements necessary to develop the Contract Property, provided that such easements do not materially interfere with the development of the Contract Property. Purchaser will likewise allow Seller to grant utility easements over the Contract Property for the development of Seller's remaining property, provided that, such easements do not materially interfere with the development of the Contract Property. The foregoing covenants shall not require a party to obtain any approval from any governmental authority or any other third party or any adjacent owners.

D. From and after the Contract Date Seller shall not place, cause or allow any lien or encumbrance on Contract Property.

E. Intentionally Deleted

G. Seller shall deliver to Purchaser, within ten (10) business days of the Contract Date, copies of all materials in Seller's possession concerning the Contract Property, including, without limitation, surveys, title policies, and environmental reports.

10. **NOTICES.** All notices or requests required or authorized hereunder shall be in writing and shall be deemed received (i) when deposited with a national overnight delivery service (e.g. UPS or FedEx) for next business-day delivery, or (ii) three (3) business days after being deposited with U. S. certified mail, return receipt requested, or (iii) when sent via electronic mail or fax (upon either (x) acknowledgment of receipt by the recipient or (y) such notice is also deposited on date for delivery using method (i) or (ii) above). Notices shall be sent to the respective parties hereto as follows:

With a copy to: Del Lago Ventures, Inc.
200 Galleria Parkway S.E., Suite 900
Atlanta, Georgia 30339
Attention: Vice President of Real Estate & Engineering
Fax:

Seller 

Initiator: _____
Purchaser: TE

Attn: Suresh Jatia
E-mail: suresh@greenlandamerica.com

With a copy to: Stutzky, Wolfe & Bailey, LLP
2255 Cumberland Parkway, Bldg. 1300
Atlanta, GA 30338
Attn: Eric Friedman
E-mail: esf@swbail.com

or to such other address as either party shall from time to time designate to the other party by written notice.

11. **MISCELLANEOUS.**

A. The provisions of this Contract shall survive the Closing and delivery of the Deed only as specifically set forth herein.

B. This Contract shall inure to the benefit of and bind the parties hereto, their respective heirs, executors, administrators, personal and/or legal representatives, successors and assigns.

C. This Contract may be assigned by Purchaser, to any entity which Purchaser in whole or in part owns or controls, or which owns or controls Purchaser, or is owned or controlled by any of Purchaser's shareholders.

D. Each party agrees to cooperate with the other, at no cost to the cooperating party, to effect a tax-deferred exchange of the Contract Property, if a party elects to utilize a tax-deferred exchange.

E. This Contract constitutes the entire agreement and understanding of the parties and the parties expressly agree to be bound hereby. This Contract may be modified in writing only (including a letter agreement without notary or witness) signed by each of the parties hereto.

F. If the date of Closing or any other date in this Contract falls on a Saturday, Sunday or holiday, then such date shall be on the first business day following such holiday or weekend date.

G. Time is of the essence of this Contract.

H. This Contract, including the attached Rider, if any, supersedes all prior discussions and agreements between the parties with respect to the sale and purchase of the Contract Property and all other matters in this Contract.

I. If either party files suit against the other party to enforce its rights under this Contract, the prevailing party shall be entitled to its reasonable, actual costs and attorney's fees.

J. Seller and Purchaser acknowledge that it is impossible to measure the damages which would accrue to Purchaser by reason of Seller's default hereunder. Accordingly, Purchaser may enforce this Contract and Seller's obligations hereunder in an action seeking specific performance.

K. This Contract may be executed in multiple counterparts, each of which shall be considered to be an original document.

L. No delay or failure by a party, whether in whole or in part, in the exercise of any right hereunder shall operate as a waiver thereof.

M. Each party agrees that (a) it has participated substantially in the negotiation and drafting of this Contract and is thoroughly aware of all of the terms of this Contract and the intent of same, and (b) all presumptions and/or burdens of proof concerning any interpretation of this Contract shall not be affected by any statutory or judicial principles casting such presumptions against and/or burdens of proof on a party responsible for the drafting and/or written form of an agreement or contract.

N. Purchaser's obligation to close is conditioned upon the absence of any material change, that has not been approved in writing by Purchaser, in the use, title to, occupancy or physical condition of the Contract Property from and after the Contract Date, unless caused by Purchaser or those acting through or under Purchaser.

O. Seller and Purchaser agree that, if Closing does not occur by reason of Purchaser's default, it would be impractical and difficult to estimate the damages which Seller may suffer. Therefore, Seller and Purchaser hereby agree that the reasonable estimate of the total net detriment that Seller would suffer in the event that Purchaser defaults hereunder is and shall be, and Seller's sole remedy (whether at law or in equity) shall be, the right to receive from the Title Company and retain the full amount of the Earnest Money. The payment and performance of the above as liquidated damages is not intended as a forfeiture or penalty within the meaning of applicable law and is intended to settle all issues and questions about the amount of damages suffered by Seller in the applicable event. Notwithstanding the foregoing, upon the occurrence of an event of default other than the failure of Purchaser to close in a timely basis in accordance with this Contract, Seller will provide Purchaser with notice specifying the default and Purchaser shall have five (5) business days from its receipt of such notice to cure such default.

P. Seller shall cooperate with Purchaser with respect to Purchaser's efforts to obtain all necessary permits and approvals from applicable authorities (collectively the "Authorities") in connection with Purchaser's intended development of the Contract Property. In connection therewith, Seller shall execute, with this Contract, a form authorization letter ("Letter") and hereby authorizes Purchaser to present the Letter (or copies thereof) to the applicable Authorities. Without limiting the foregoing, Seller agrees to execute such additional letters, authorizations and/or applications required by the Authorities. Seller shall execute such additional items within five (5) business days after Purchaser's request. In the event Seller fails to timely execute such items the Feasibility Period, or Permit Period as applicable, shall toll, commencing on the expiration of the five (5) business day period, until such time as Purchaser receives such executed items.

Q. The parties agree to execute promptly such other documents and perform such other acts as may be reasonably necessary to carry out the purpose and intent of this Contract.

R. If prior to Closing there shall be a threatened or actual taking or condemnation of all or any portion of the Contract Property other than the Condemnation Settlement, then Purchaser shall have the option to (i) terminate this Contract and, notwithstanding any contrary provision contained herein, receive all Earnest Money, or (ii) proceed to Closing (subject to the other terms and conditions of this Contract) in which event there shall be assigned (or, if previously received by Seller, credited) to Purchaser at Closing all right, title, and interest of Seller in and to any condemnation awards which may be payable to Seller on account of such occurrence.

S. Notwithstanding anything herein to the contrary, and without limiting any other provision of this Contract, if Purchaser is delayed (i) in performing any due diligence activities with respect to the Contract Property, (ii) in seeking any Permits or other applicable approvals with respect to the Contract Property, or (iii) in performing any obligations due hereunder, by reason of epidemic, pandemic, strike, lock-out, labor trouble, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of Seller, war or any power, beyond Purchaser's control, then with respect to items (i) and (ii) above, the Feasibility Period or Permit Period, as applicable, shall automatically extend by one day for each day of such delay, and with respect to item (iii) above, the

Seller:  Initials: 
Purchaser:  Initials: 

performance of such obligations shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. In order to enforce such force majeure clause, Purchaser shall provide written notice of such force majeure event within five (5) days of occurrence, or else such force majeure shall be waived.

T. In no event may either party record this Contract in the public records.

12. **ACCEPTANCE.** This Contract shall be considered as an offer by the Purchaser to the Seller and is left open for acceptance by Seller until 5:00 p.m. EST on the date that is five (5) days after execution by Purchaser. Acceptance shall be effective when Purchaser receives one (1) fully executed contract which may be executed and transmitted electronically (the "Contract Date").

(signatures on following page)

PURCHASER:

DEL LAGO VENTURES, INC., a Georgia corporation

By: [Signature]
Name: TREY SPIVER
Title: VICE PRESIDENT OF REAL ESTATE

[CORPORATE SEAL]

Executed this 15th day of May, 2023.



[Signature]
Deanna Brown, Real Estate Specialist

SELLER:

GREENLAND GEORGIA, INC., a Georgia corporation

By: [Signature]
Name: SURESH JATIA
Title: PRESIDENT

[CORPORATE SEAL]

Executed this 17 day of MAY, 2023.

EXHIBIT A

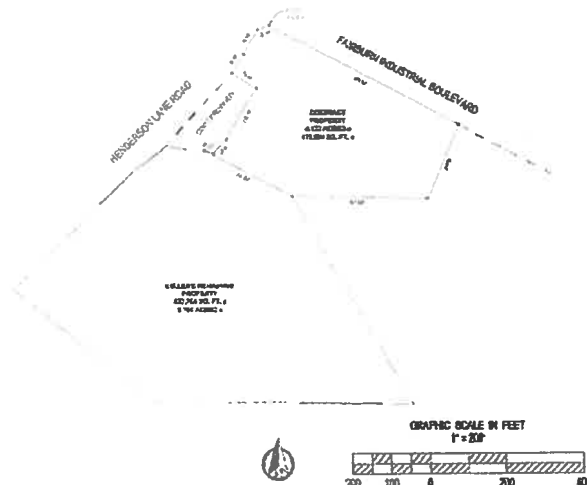
Legal Description of Contract Property

Seller: Greenland Georgia, Inc.
Purchaser: Del Lago Ventures, Inc.
Contract Property location: 0 Fairburn Industrial Boulevard and Henderson Lake Road, Fairburn, Georgia (Approximately 4.122 acres)

The Contract Property as outlined in red and made a part hereof is located in Fulton County, Georgia and is more particularly described as follows:

Commence at the southeastern intersection of the southwesterly right of way line of Fairburn Industrial Boulevard and the southeasterly right of way line of Henderson Lane Road, said point also being labelled as the POINT OF BEGINNING #1 (P.O.B. #1); thence run in a southeasterly direction along the southwesterly right of way line of Fairburn Industrial Boulevard for a distance of 556.82 feet to a point; thence run in a southwesterly direction, leaving said right of way line, for a distance of 210.87 feet to a point; thence run in a westerly direction for a distance of 351.53 feet to a point; thence run in a northwesterly direction for a distance of 256.84 feet to a point; thence run in a southeasterly direction for a distance of 25.27 feet to a point; thence run in a northeasterly direction for a distance of 47.04 feet to a point; thence continue in said direction for a distance of 152.56 feet to a point; thence run in a northwesterly direction for a distance of 74 feet to a point along the southeasterly right of way line of Henderson Lane Road; thence run in a northeasterly direction along said right of way line for a distance of 58.84 feet to a point; thence continue in said direction along said right of way line for a distance of 74.59 feet to a point; thence run in a northeasterly direction along said right of way line for a distance of 32.44 feet to the POINT OF BEGINNING #1 (P.O.B. #1);

Contains 4.122 acres or 179,554 square feet, more or less; all being subject to a current and accurate survey



Site Plan

WILSON BROCK & IRBY, L.L.C.

ATTORNEYS AT LAW

OVERLOOK I, SUITE 700
2849 PACES FERRY ROAD
ATLANTA, GEORGIA 30339

HAROLD BUCKLEY, JR.

HBUCKLEY@WBILEGAL.COM
DIRECT DIAL: (770) 803-3707

TELEPHONE
(404) 853-5050

FACSIMILE
(404) 853-1812

January 9, 2024

VIA ELECTRONIC MAIL AND FIRST-CLASS MAIL

Denise Brookins, Director
Department of Planning and Zoning
26 W. Campbell Street
Fairburn, GA 30213

Re: Public Participation Report for Use Permit Application by RaceTrac, Inc.
For a Retail Service Station on Property Located at the Intersection of
Howell Ave. and Fairburn Industrial Blvd (Parcel # 09F090100480751).

Dear Ms. Brooks:

RaceTrac respectfully submits this public participation report in furtherance of its efforts to obtain a use permit on the subject property as described above.

RaceTrac hosted a virtual community meeting on January 3, 2024 at 5:30 pm. A copy of the mailing list that was used to distribute meeting invitation notices, and a copy of the invitation notice itself, are attached to this letter.

Please note that our public participation letter included an incorrect description of RaceTrac's proposed development. The letter described the proposed development as a "travel center," which is RaceTrac's official descriptor for its truck stops. To be clear, RaceTrac does not propose a truck stop on the Subject Property. Despite its inaccurate use of the "travel center" descriptor, our public participation letter correctly described the proposed development as "basically a service station" and further correctly stated:

"...the only difference between a typical service station and RaceTrac desires to provide fueling pumps for commercial trucks, in addition to the typical automobile fueling pumps. Everything else about this development proposal is exactly the same as a typical RaceTrac retail location."

Therefore, the substance of our development proposal description was accurate.

There were seven attendees at the virtual meeting. Other than myself, the attendees were:

For RaceTrac

John Priede, Director of Real Estate
Rowshi Craven, Lead Engineering Project Manager

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WILSON BROCK & IRBY, L.L.C.
RACETRAC PUBLIC PARTICIPATION REPORT

January 9, 2024

Page 2

For the City of Fairburn

Denise Brookins, Director of Planning and Zoning
Chancellor Felton, Planner

From the Community

David Nixon, Subject Property Seller's Representative
Brad Kaufman, Nearby Property Owner (Black Rock Paving)

The public participation meeting was conducted promptly, as advertised, and the discussion went very well. Only one question was raised during the meeting and it related to the error in our letter that I described above. More specifically, Brad Kaufman sought and received from RaceTrac confirmation that RaceTrac was not proposing a truck stop at this location. After receiving that confirmation, Mr. Kaufman expressed his support for our proposed development because it would benefit his business by providing convenient fueling facilities for his commercial trucks.

Please do not hesitate to let me know if I may provide you with any additional information or clarify anything in this letter.

Sincerely,

WILSON BROCK & IRBY, L.L.C.

A handwritten signature in blue ink that reads "Harold Buckley, Jr." with a stylized flourish at the end.

By: Harold Buckley, Jr., AICP
Attorneys for RaceTrac, Inc.

Attachments.

Cc: Chancellor Felton (via email)
Rowshi Craven (via email)

WILSON BROCK & IRBY, L.L.C.

ATTORNEYS AT LAW

OVERLOOK I, SUITE 700
2849 PACES FERRY ROAD
ATLANTA, GEORGIA 30339

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HBUCKLEY@WBILEGAL.COM
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TELEPHONE
(404) 853-5050

FACSIMILE
(404) 853-1812

December 15, 2023

VIA FIRST CLASS MAIL

Re: Application by RaceTrac, Inc. for a Conditional Use Permit on Property
Located at the Intersection of Howell Avenue and Fairburn Industrial
Boulevard.

Dear Property Owner:

I am writing to let you know that RaceTrac has filed the above-mentioned application to allow the development of a travel center service station. While we are not required to engage in a public participation program, RaceTrac is voluntarily and enthusiastically reaching out to its prospective neighbors to initiate a community dialogue regarding our development proposal.

The proposed travel center will basically be a service station. The only difference between a typical service station and RaceTrac's proposed facility is that RaceTrac desires to provide fueling pumps for commercial trucks, in addition to the typical automobile fueling pumps. Everything else about this development proposal is exactly the same as a typical RaceTrac retail location.

We look forward to working with our neighbors as we proceed through the zoning review process. We will host a virtual public participation meeting to open a community dialogue about our application. Please use the following information to participate in the meeting:

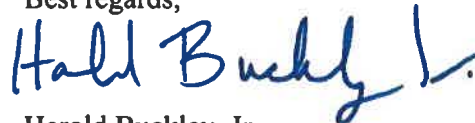
Meeting Date: January 3, 2024

Meeting Time: 5:30 pm

ZOOM ACCESS INFORMATION: Meeting ID: 876 8246 9007; Passcode 224873

We look forward to meeting you. Please do not hesitate to let me know if you have any questions that you would like to discuss with me outside of the public participation meeting.

Best regards,



Harold Buckley, Jr.

ParcelID	Address	Owner	OwnerAdd	OwnerAdd TotAppr	TotAssess	LandAcres	LUCode	ClassCode	TaxDist	TaxYear
09F09010C 538 EAST E BUILDING	P O BOX 11	FAIRBURN		444200	177680	4	399 I4		25	2022
09F09010C 0 LASER IN STRACK	FA 200 FAST C	NEWMAN C		108300	43320	1.006	400 I3		25	2022
09F09010C 297 FAIRBI WHOLESAL	3110 KETT MORAIN			637400	254960	5.4	398 I4		25	2022
09F10020C 303 SENOI	303 SENOI 450 E	PACI ATLANTA C		2318000	927200	6.95 2C1	C4		25	2022
09F09010C 201 FAIRBI LORICA L	L 603 GRAYS PEACHTRE			1100000	440000	6.56	399 C4		25	2022
09F09010C 222 IMPRE MILA NAIA	125 PARK I TYRONE G,			421600	168640	1.17	397 I3		25	2022
09F09010C 85 HOWEL STRACK	FA 200 FAST C	NEWMAN C		151600	60640	2.01	400 I4		25C	2022
09F09010C 400 BOHAI LEEWOOD	240 COUN NEWMAN C			387600	155040	2.05	398 I4		25C	2022
09F09010C 100 LASER BUILDING	538 SE BRG FAIRBURN			511500	204600	1.13	399 C3		25	2022
09F10150C 0 SENOA F ASDB SERV	510 PERSIJ FAYETTEVI			35700	14280	0.4821	300 C3		25	2022
09F08000C 5000 BOH/ DEVELOPN	400 INTER ATLANTA C			42011400	11763190	65.241	888 I5		25C	2022
09F08000C 0 BOHANN 1162 HWY	250 SMOK PEACHTRE			323600	129440	5.99	400 I4		25C	2022
09F10020C 0 VALLEYB LANDMAR	50 E BROA FAIRBURN			41600	16640	2.68	100 R4		25	2022
09F09010C 103 HOWE JCM ENTE	1553 HEAT HIAWASSE			613500	245400	1.726	398 C3		25	2022
09F09010C 360 BOHAI J T BOOK	P 160 CELTIC TYRONE G,			707600	283040	1.5	399 I3		25	2022
09F09010C 89 HOWEL WALDROP	P O BOX 2, PEACHTRE			1927000	770800	6.98	398 C4		25	2022
09F07020C 0 FAIRBUR BAILEY KEI	113 HIDE HENDERSC			106900	42760	5.84	100 R4		25	2022
09F09010C 105 LASER STRACK	FA 200 FAST C	NEWMAN C		612200	244880	1.1	399 I3		25	2022
09F09010C 87 HOWEL STRACK	FA 200 FAST C	NEWMAN C		155000	62000	2.09	400 I4		25C	2022
09F09010C 0 FAIRBUR STRACK	FA 200 FAST C	NEWMAN C		100	40	0.0318	400 I3		25	2022
09F09010C 115 LASER STRACK	AL 200 FAST C	NEWMAN C		245000	98000	1.399	399 I3		25	2022
09F08000C 0 HOWELL CH REALTY	910 DAVIS ALPHARET			97200	38880	2.1	400 I4		25C	2022
09F07010C 0 LAKE RD SHUGART	1380 COLL PALMETTC			45000	18000	22.508	300 C5		25C	2022
09F09020C 7380 BOH/ POREX TEC	500 BOHAI FAIRBURN			4629100	1851640	17	455 I5		25C	2022
09F09010C 0 FAIRBUR AZAR ELIZ	1695 VIRG COLLEGE P			31000	12400	0.3658	400 I3		25	2022
09F10020C 0 SENOA F LANDMAR	304 306 SE FAIRBURN			70000	28000	9.7	100 R4		25	2022
09F10150C 287 SENOI ASDB SERV	510 PERSIJ FAYETTEVI			853900	341560	0.683	399 I3		25	2022
09F09010C 220 IMPRE IMPREGLO	220 IMPRE FAIRBURN			1066200	426480	4.534	401 I4		25	2022
09F08000C 205 BOHAI HOPSON	T 3520 NE PL ATLANTA C			1400000	560000	9.8	399 I4		25C	2022
09F09010C 424 FAIRBI THE WALD	P O BOX 2, PEACHTRE			61200	24480	2.029	320 C4		25	2022
09F09010C 0 HOWELL SAKKAS FR	412 SE BRG FAIRBURN			86300	34520	1.619	300 I3		25	2022
09F09010C 412 EAST E SAKKAS FR	412 EAST E FAIRBURN			73900	29560	1	320 I3		25	2022
09F09010C 0 BOHANN STRACK	FA 200 FAST C	NEWMAN C		76200	30480	0.41	400 I3		25C	2022

09F09010C 301 FAIRBI NMFR LLC 42 COLLEG NEWMAN C	1008000	403200	2.98	398 I4	25	2022
09F09010C 0 FAIRBUR GREENLAN 4020 CHAF MARIETTA	367500	147000	16.97	400 I5	25	2022
09F07020C 0 FAIRBUR BAILEY KEI 113 HIDE HENDERSC	79400	31760	4.34	100 R4	25	2022
09F09010C 0 LASER IN STRACK FA 200 FAST C NEWMAN C	137300	54920	1.677	300 I3	25	2022
09F09010C 221 FAIRBI VALENCIA 603 GRAY'S PEACHTRE	170200	68080	0.64	399 I3	25	2022
09F09010C 96 HOWEL STRACK FA 200 FAST C NEWMAN C	514100	205640	10.4	400 I5	25C	2022
09F09010C 98 HOWEL HERMAN II 100 HOWE EXPERIMEI	873600	349440	2.1738	332 I4	25	2022
09F09010C 100 HOWE HERMAN II 98 HOWEL FAIRBURN	338300	135320	2.245	399 I4	25	2022
09F07010C 601 SENOI SHUGART I 1380 COLL PALMETTC	348000	139200	13.5	300 C5	25C	2022
09F08000C 92 HOWEL STRACK FA 200 FAST C NEWMAN C	362900	145160	5.22	400 I4	25C	2022
09F09010C 199 FAIRBI LORICA L 603 GRAY'S PEACHTRE	410000	164000	3.3	399 C4	25	2022
09F07020C 415 FAIRBI FAIRBURN 425 FAIRBI FAIRBURN	293200	117280	1.308	300 C3	25	2022
09F08000C 5000 BOH/DEVELOPN 570 POLAF WESTERVII	13562600	2712520	15.816	888 C5	25C	2022
09F09010C 0 HOWELL HOLLAND I 100 HOWE FAIRBURN	75800	30320	1.307	300 C3	25	2022
09F09010C 102 FAIRBI CITY OF FA P O BOX 14 FAIRBURN	550100		5.83	699 E1	25	2022
09F09010C 125 LASER STRACK FA 200 FAST C NEWMAN C	1050000	420000	4.19	399 C4	25	2022
09F07020C 0 FAIRBUR FAIRBURN 425 FAIRBI FAIRBURN	51000	20400	2.37	100 R4	25	2022
09F09010C 420 SE BRCSAKKAS EF 412 SE BRCS FAIRBURN	1461100	584440	1.64	396 C3	25	2022
09F09010C 0 LASER IN BUILDING I 538 SE BRCS FAIRBURN	108200	43280	1.004	400 I3	25	2022
09F09010C 107 HOWE DRUMS BC P O BOX 14 FAIRBURN	1108000	443200	6.44	399 I4	25	2022
09F08000C 0 BOHANN SHUGART I 1380 COLL PALMETTC	263200	105280	16.6	300 C5	25C	2022
09F09010C 83 HOWEL STRACK FA 200 FAST C NEWMAN C	222300	88920	3.65	400 I4	25C	2022
09F09010C 222 FAIRBI MILA NAIA 222 FAIRBI FAIRBURN	835400	334160	1.13	398 I3	25	2022

Sec. 80-239. - Truck terminals/truck stops.

(a) *Allowable districts:* M-1, M-2.

(b) *Standards:*

- (1) The lot upon which the truck stop is located, including all structures and parking spaces, must be a minimum of five acres.
- (2) No such use is allowed within 5,000 feet in any direction from an existing similar use.
- (3) On-site security shall be provided by the owner or operator of the truck stop 24 hours a day, seven days a week.
- (4) No long-term storage of trailers or trucks shall be allowed on the lot.
- (5) No overnight or sleeping facilities shall be provided on the lot.

(Ord. of 10-28-2019(1).)

Re: USE PERMIT
Property of Suresh Jatia, Greenland Georgia, Inc.
0 Fairburn Industrial Boulevard
Parcel ID No.: 09F090100480751
16.97 acres; Land Lot 48
District 9F
Fairburn, Fulton County, Georgia

AN ORDINANCE GRANTING THE APPLICANTS, JUSTIN GIAMBALVO/RACETRAC, INC., A USE PERMIT, SUBJECT TO CERTAIN CONDITIONS, TO ALLOW FOR A TRUCK STOP; TO IDENTIFY THE CONDITIONS ATTACHED TO THE GRANT OF THE USE PERMIT; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FAIRBURN, GEORGIA, AND IT IS HEREBY ORDAINED BY AUTHORITY OF THE SAME THAT:

Whereas, Chapter 80, Article IV, Administrative Permits and Use Permits, Section 80-239 Truck terminals/truck stops, requires that a use permit be obtained for truck stops as an M-2 (Heavy-Industrial) zoning district use; and

Whereas, Chapter 80, Article IV, Section 80-171 of the City of Fairburn Zoning Ordinance requires approval of the use permit by the City of Fairburn City Council; and

Whereas, Chapter 80, Article IV, Section 80-239 Truck terminals/truck stops of the City of Fairburn Zoning Ordinance allows for the operation of certain uses, including truck stops within the M-2 (Heavy Industrial) Zoning District, within the City of Fairburn only by way of a use permit, describes the objective criteria to be evaluated in deciding whether to grant a requested use permit, and permits City Council to attach other conditions that it deems necessary to protect the environment as well as the public health, safety and welfare; and

Whereas, the Applicants, Justin Giambalvo/RaceTrac, Inc. seek a use permit for an M-2 (Heavy Industrial) Zoning District use, in accordance with their application, in order to allow a truck stop onto 16.97 acres located at 0 Fairburn Industrial Boulevard with parcel identification number 09F090100480751 as described in Exhibit A; and

Whereas, pursuant to the requirements of the Zoning Procedures Law and the City of Fairburn Zoning Ordinance, a properly advertised public hearing was held not less than 30 days from the date of publication of notice, and which public hearing was held on the 13th day of May, 2024 and continued to the next regularly scheduled meeting on June 10, 2024; and

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Fairburn, Georgia:

Section 1. That a use permit is granted to the Applicants, Justin Giambalvo and RaceTrac Inc., in accordance with Chapter 80, Article IV.- Administrative Permits and Use Permits of the City of Fairburn Zoning Ordinance, Section 80-239 Truck terminals/truck stops in order to allow a truck

stop at the location 0 Fairburn Industrial Boulevard with parcel identification numbers 09F090100480751, in the M-2 (Heavy Industrial) Zoning District, the City of Fairburn City Council concluding that the use permit should be granted, subject to certain conditions.

Section 2. That the granted use permit is limited by the following conditions:

1. No overnight parking of trucks, tractor-trailers or vehicles shall be permitted, except for employees actively working at the truck stop.
2. The development must adhere to the supplemental regulations on truck terminals/truck stops as stated in Chapter 80 Zoning, Article IV Administrative Permits and Use Permits, Section 80-239 Truck terminals/Truck stops.
3. The traffic study must be completed prior to the review and submittal of the concept plan.

Section 3. In the event any section, subsection, sentence, clause, or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions of the other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part thereof. The City Council declares that it would have passed the remaining parts of this Ordinance or retained the previously existing Ordinance if it had known that such part of parts hereof would be declared or adjudicated invalid or unconstitutional.

Section 4. This Ordinance shall become effective on the 10th day of June, 2024.

Section 5. All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed to the extent of the conflict.

APPROVED this 10th day of June, 2024, by the Mayor and Council of the City of Fairburn, Georgia.

Mario Avery, Mayor

ATTEST:

Brenda James, City Clerk

APPROVED AS TO FORM:

Rory K. Starkey, City Attorney

WILSON BROCK & IRBY, L.L.C.

ATTORNEYS AT LAW

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(404) 853-5050

FACSIMILE
(404) 853-1812

May 30, 2024

VIA ELECTRONIC MAIL AND FIRST-CLASS MAIL

Denise Brookins, Director
Department of Planning and Zoning
City of Fairburn
26 W. Campbell Street
Fairburn, GA 30213

Re: Supplemental Constitutional Objections and Ante Litem Notice by
RaceTrac, Inc. For Property Located at the Intersection of Howell Avenue
and Fairburn Industrial Boulevard (Parcel # 09F090100480751).

Dear Ms. Brookins:

This letter is written to you on behalf of our client, RaceTrac, relative to its currently pending application for a use permit on the subject property. The purpose of this letter is to satisfy the requirements of O.C.G.A. § 36-33-5.

As you know, the subject property is zoned M-2 (Heavy Industrial) and RaceTrac desires to develop it with a new convenience store and service station, which the city deems to be a truck stop for regulatory purposes. The M-2 regulations only allow truck terminal/truck stop developments with the city council's prior approval of a use permit for that land use.¹

The ten approval standards for use permit applications are set forth in section 80-172 of the zoning ordinance. The planning staff has analyzed RaceTrac's use permit application, concluded that the application meets all of the city's approval standards for such applications, and recommended its approval. The Planning Commission held a public hearing and agreed with the planning staff's technical findings and legal conclusions, adding its recommendation of approval to that of the planning staff.

RaceTrac also engaged a licensed traffic engineer to respond to concerns that have been raised regarding potential traffic impacts. Our traffic engineer analyzed RaceTrac's development proposal and explained to the city council that: (1) only 25% of the vehicular trips generated by the proposed development would be new to the area, and (2) the turning movements associated with the development fell within appropriate engineering parameters for heavy trucks.²

¹ Id at § 80-86(e) (Truck stops are listed as conditional uses.)

² Allen Bell, an inhouse expert for RaceTrac, also confirmed the sufficiency of the truck turning movements.

For decades, Georgia courts have consistently held that an applicant has a clear legal right to the approval of a use permit application if they meet all of the requirements for its issuance.³ In such an instance, the local government lacks any legal authority or discretion to deny the use permit application, regardless of any individual decisionmaker's subjective feelings about the proposed land use. And the courts will not accept mere speculation and indirect assumptions as sufficient evidence to overcome a use permit applicant's objective showing that it meets the city's approval standards.⁴

The evidence before the Mayor and City Council unequivocally shows that RaceTrac's use permit application meets all of the city's relevant approval standards, as confirmed by both the planning staff and the Planning Commission. And while the record includes concerns regarding traffic and vehicular safety, those concerns amount to nothing more than convenient speculation and biased assumptions that are not sufficient to rebut the expert opinion provided by RaceTrac's traffic engineer. Therefore, the evidence supporting application's stands un rebutted in the record, giving RaceTrac a clear legal right to the approval of its use permit application.

Furthermore, RaceTrac has already vested its clear legal right to the approval of its use permit application. Under longstanding Georgia law, a "vested right" is a property interest "which it is proper for the state to recognize and protect and of which the individual cannot be deprived arbitrarily without injustice."⁵ There are multiple ways for a landowner to vest rights to development entitlements, one of which is to submit a use permit application that meets all relevant approval standards for such applications.⁶ A landowner vests their rights to the approval of an application for a use permit immediately upon properly submitting an application that meets all of the published requirements for approval.⁷ Once established, vested rights are constitutionally protected and a local government cannot deprive an individual of them without following strict constitutional requirements for due process and fair application of the laws.⁸

Given RaceTrac's vested rights, any and/or all of the following actions by the city (collectively hereinafter, the "Adverse Actions") would unconstitutionally and illegally violate RaceTrac's constitutional rights:

³ *Fulton County v. Bartenfeld*, 363 S.E.2d 555, 257 Ga. 766 (1988) (citing *Solomon v. Brown*, 128 S.E.2d 735, 218 Ga. 508 (1962)).

⁴ *Hickey v. Vulcan Materials Co.*, 214 Ga. App. 649, 650 (1994); *Emory University v. Levitas*, 260 Ga. 894 at 897 (1991); *Fulton County v. Bartenfeld*, 257 Ga. 766, 363 S.E.2d 555 (1988).

⁵ *Recycle & Recover, Inc. v. Georgia Bd. of Nat. Res.*, 266 Ga. 253, 254, 466 S.E.2d 197, 199 (1997) (citing *Hayes v. Howell*, 251 Ga. 580, 584, 308 S.E.2d 170, 175 (1983)).

⁶ *City of Duluth v. Riverbrooke Properties, Inc.*, 233 Ga. App. 46, 50-51, 502 S.E.2d 806, 810-11 (1998); *WMM Properties, Inc. v. Cobb County*, 255 Ga. 436, 439, 339 S.E.2d 252, 255 (1986); *DeKalb County v. Chapel Hill, Inc.*, 232 Ga. 238, 244, 205 S.E.2d 864, 868 (1974).

⁷ *Id.*

⁸ *Hayes v. Howell* 251 Ga. 580, 584, 308 S.e.2d 170 (1983).

WILSON BROCK & IRBY, L.L.C.

RACETRAC SUPPLEMENTAL CONSTITUTIONAL OBJECTIONS

May 30, 2024

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1. The denial of RaceTrac's use permit application;
2. The approval of any lesser zoning relief than RaceTrac requested;
3. The imposition of any zoning condition(s) that work(s) to frustrate RaceTrac's proposed development plans for the subject property;
4. Any sudden reversal of the planning staff's technical position and approval recommendation;
5. The Mayor and City Council's reliance in their decision making on:
 - a. Any speculation and indirect assumptions against RaceTrac's development proposal that are unsupported by any objective evidence (including but not limited to traffic concerns);
 - b. Any participation/contribution made by planning commissioner Michelle James to the review of RaceTrac's use permit application, as such participation/contribution was made in violation of the city's Code of Ethics; and/or
 - c. Any community opposition that was presented at RaceTrac's May 13, 2024 zoning hearing because no one who spoke in opposition alleged any special harm to them that would result from RaceTrac's development;
6. Any continued delay in approving RaceTrac's application, which imposes an ongoing financial hardship on the company; and/or
7. The application of any approval standards or requirements to RaceTrac's use permit application that were not part of the zoning ordinance on the day it was submitted.

Ante Litem Notice

Again, the purpose of this notice is to satisfy the requirements of O.C.G.A. § 36-33-5. RaceTrac has already spent well over than \$300,000 in its quest for its requested use permit, in compliance with ongoing instruction by the city for the last two years. The amount of this expenditure reflects, among other things, RaceTrac's numerous revisions of its site plan in response to rolling (and sometimes conflicting) instructions from the city staff. Therefore, any Adverse Action by the city would willfully, deliberately, and stubbornly force RaceTrac to incur further substantial legal costs and expenses, apparently with the belief that RaceTrac will find the enforcement of its constitutional rights too daunting to pursue. RaceTrac believes that this matter can be resolved amicably, and it remains fully committed to achieving that result. However, if RaceTrac is forced to pursue litigation, it fully intends to seek all legal damages and equitable relief to which it is entitled under Georgia law, including but not limited to, the reimbursement of its professional consultant fees, attorney's fees, and litigation expenses pursuant to O.C.G.A. § 13-6-11.

WILSON BROCK & IRBY, L.L.C.

RACETrac SUPPLEMENTAL CONSTITUTIONAL OBJECTIONS

May 30, 2024

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Please do not hesitate to let me know if I may provide you with any additional information or clarify anything in this letter.

Sincerely,

WILSON BROCK & IRBY, L.L.C.

A handwritten signature in blue ink that reads "Harold Buckley, Jr." with a stylized flourish at the end.

By: Harold Buckley, Jr., AICP
Attorneys for RaceTrac, Inc.

WILSON BROCK & IRBY, L.L.C.

ATTORNEYS AT LAW

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May 31, 2024

VIA MESSENGER DELIVERY

Denise Brookins, Director
Department of Planning and Zoning
City of Fairburn
26 W. Campbell Street
Fairburn, GA 30213

Re: Certified Zoning Ordinance for Inclusion in RaceTrac's Use Permit
Application File.

Dear Ms. Brookins:

Please find enclosed a certified copy of Fairburn's zoning ordinance, which I obtained from Brenda James, the City Clerk.

Sincerely,

WILSON BROCK & IRBY, L.L.C.



By: Harold Buckley, Jr., AICP
Attorneys for RaceTrac, Inc.

Enclosure.



CITY CLERK'S OFFICE

314 W Broad Street
Fairburn, Georgia 30213
770-964-2244 – Telephone

May 17, 2024

To Whom It May Concern:

I, Brenda B. James, City Clerk for the City of Fairburn, Georgia, do hereby certify that I am the keeper of the seal, minutes, and records of said city; that the attached is a true, correct copy.:

- Chapter 80 Zoning Code, Sections 80-1 to 80-502 in the City Code for the City of Fairburn.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the corporate seal of the City of Fairburn, Georgia the 17th day of May 2024.

Sincerely,

Brenda B. James
City Clerk

Chapter 80 ZONING

ARTICLE I. IN GENERAL

Sec. 80-1. Preamble.

This chapter establishes zoning regulations for the city and provides for the division of land areas for various uses, regulates development of land parcels. This chapter also provides for its administration, enforcement, and amendment.

(Ord. No. 2008-10Z, exh. A, § 1.01, 8-25-2008; Ord. of 10-28-2019(1))

Sec. 80-2. Authority.

This chapter is adopted under the authority of the Charter of the city, as approved by the governor, and under the authority granted to municipal corporations by the laws of the state.

(Ord. No. 2008-10Z, exh. A, § 1.03, 8-25-2008; Ord. of 10-28-2019(1))

Sec. 80-3. Purpose.

This chapter has been made in accordance with the comprehensive plan of the city, designed for the purposes of, among others, promoting public health, safety, convenience and general welfare; lessening congestion in the streets; securing safety from fire, panic, and other dangers; providing adequate light and air; encouraging such timing, density and distribution of land development and uses as will facilitate an economic and adequate provision of transportation, communication, water supply, drainage, sanitation, education, recreation and other public requirements; protecting property against blight and depreciation; preventing the overcrowding of land and undue concentration of population and urban sprawl; encouraging the most appropriate use of land, buildings, and other structures throughout the city; and for other purposes. These regulations have been developed with reasonable consideration of the character of various zoning districts and their peculiar suitability for particular uses, and with the general objective of promoting desirable living environments, stable neighborhoods, sound commercial and industrial areas and protecting the city's natural resources.

(Ord. No. 2008-10Z, exh. A, § 1.04, 8-25-2008; Ord. of 10-28-2019(1))

Sec. 80-4. Reserved.

Editor's note(s)—An ordinance adopted Oct. 28, 2019 repealed § 80-4, which pertained to definitions and derived from Ord. No. 2008-10Z, exh. A, §§ 2.01, 2.02, adopted Aug. 25, 2008; Ord. No. 2012-04, § 1(Exh. A), adopted June 11, 2012; Ord. No. 2013-18, § 1(Exh. A), adopted Sept. 9, 2013; Ord. No. 2013-25, § 1, adopted Oct. 14, 2013; Ord. No. 2013-26, § 1, adopted Oct. 14, 2013; Ord. No. 2014-01, § 1, adopted Feb. 14, 2014; and Ord. No. 2014-09, adopted June 9, 2014. See § 80-478 for current provisions.

Sec. 80-5. Provisions of chapter declared to be minimum requirements or maximum limitations.

In their interpretation and application, the provisions of this chapter shall be construed to be the minimum requirements or maximum limitations, as the case may be, commensurate with promotion of the purposes of zoning and adopted for the promotion of the public health, safety or general welfare. Wherever the requirements of this chapter are at variance with the requirements of any other government officially adopted statutes, rules, regulations, ordinances, deed restrictions, covenants or codes, the most restrictive or that imposing the highest standards shall govern.

(Ord. No. 2008-10Z, exh. A, § 16.01, 8-25-2008)

Sec. 80-6. Repeal of conflicting ordinances and validity of prior approvals and actions.

- (a) Nothing herein shall be construed as repealing or modifying the conditions of operation or conditions of site development accompanying those zoning approvals or use permits issued under previous zoning ordinances or resolutions; however, modification or repeal of these past conditions of approval may be accomplished as provided by this chapter.
- (b) All variances and exceptions granted by the mayor and city council shall remain in full force and effect, and all terms conditions and obligations imposed by the mayor and city council shall remain in full force and effect and be binding. Prior ordinances shall remain in effect insofar as required for initiation of prosecution of any violations heretofore commenced.

(Ord. No. 2008-10Z, exh. A, § 16.04, 8-25-2008; Ord. of 10-28-2019(1))

Sec. 80-7. Projects under construction.

Nothing in this chapter shall require any change in the development or proposed use of properties which are legally under construction as provided in section 80-171 or for which a development plan or preliminary plat has been approved at the effective date of the ordinance from which this chapter is derived and the development of which shall be commenced within one year after the effective date of the ordinance from which this chapter is derived. Further, nothing in this chapter shall prohibit the use of property in any manner lawfully permitted immediately prior to the effective date of the ordinance from which this chapter is derived, provided a building permit is obtained, and construction thereunder is commenced, within 12 months after the effective date of the ordinance from which this chapter is derived, even though such use may be prohibited by the terms of this chapter.

(Ord. No. 2008-10Z, exh. A, § 16.05, 8-25-2008; Ord. of 10-28-2019(1))

Sec. 80-8. Remedies.

If any structure is constructed, reconstructed, altered, repaired, converted or maintained, or if any structure or land is used in violation of this chapter, the city administrator, code enforcement officer or adjacent property owner who would be damaged by such violation, in addition to other remedies, may institute an injunction, mandamus or other appropriate action in proceeding to stop the violation in the case of such structure or land use.

(Ord. No. 2008-10Z, exh. A, § 16.06, 8-25-2008; Ord. of 10-28-2019(1))

Sec. 80-9. Georgia zoning procedures law.

The review and approval procedures of this zoning ordinance are intended to comply with the provisions of the Georgia Procedures Law, O.C.G.A. § 36-66-1 et seq., which is incorporated by reference in its entirety. If any provision of this zoning ordinance is in conflict with any provision of the Zoning Procedures Law, the Zoning Procedures Law controls. This does not apply to procedures that are more restrictive than those established by the Georgia Zoning Procedures Law.

(Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Secs. 80-10—80-34. Reserved.

ARTICLE II. ZONING DISTRICTS

DIVISION 1. GENERALLY

Sec. 80-35. Official zoning map—Adopted.

- (a) The city is divided into zoning districts, as provided herein and as shown on the official zoning map, which, together with all explanatory notes, is adopted by reference and declared to be a part of this chapter.
- (b) The boundaries of the aforementioned districts are hereby established as shown on a map entitled "City of Fairburn Official Zoning Map" and certified by the city clerk. Said map and all explanatory matter depicted thereon is hereby made a part of this chapter and shall be on file in the office of the city clerk.

(Ord. No. 2008-10Z, exh. A, § 3.01, 8-25-2008; Ord. No. 2015-16, § 1(Exh. A), 7-22-2013, 7-27-2015)

Sec. 80-36. Same—Replacement.

- (a) In the event the official zoning map becomes damaged, lost, or difficult to interpret because of the nature or number of changes and additions, the city council may, by resolution, adopt a new official zoning map, which shall supersede the previous official zoning map.
- (b) The new official zoning map may correct drafting or other errors or omissions in the previous official zoning map, but no such correction shall have the effect of amending the original official zoning map or any subsequent amendment thereof.
- (c) Unless the previous official zoning map has been lost or wholly destroyed, said documents or any remaining significant portions thereof shall be preserved, together with all available records pertaining to its adoption or amendment.

(Ord. No. 2008-10Z, exh. A, § 3.02, 8-25-2008)

Sec. 80-37. Same—Recording amendments.

On the effective date of amendment of the official zoning map, the change shall be posted in an appropriate manner; and records accompanying the map shall identify the official action by which such amendment was accomplished, the date of such action, and the date of posting. No such amendment shall become effective until such change and entry have been made, it being the intent of these regulations that the public shall be able to rely

on the official records of the council as the correct and final authority concerning current zoning status without investigating for possible errors or omissions.

(Ord. No. 2008-10Z, exh. A, § 3.03, 8-25-2008)

Sec. 80-38. Same—Authentication; location for public inspection.

The official zoning map, properly attested, shall be on file and available for public inspection in the office of the city clerk. The official records of the council shall be the final authority as to the current zoning status of land and water areas, buildings, and other structures in the city.

(Ord. No. 2008-10Z, exh. A, § 3.04, 8-25-2008)

Sec. 80-39. Changes to map.

No changes of any nature shall be made to the official zoning map except in conformity with the procedures set forth in this chapter.

(Ord. No. 2008-10Z, exh. A, § 3.05, 8-25-2008)

Sec. 80-40. Rules for interpretation of district boundaries.

Where uncertainty exists with respect to the boundaries shown on the official zoning map, the following rules shall apply:

- (1) Where zoning district boundaries are shown as approximately following the centerline of a street, alley, or public right-of-way, land lot line, corporate limit line, railroad right-of-way, militia district line, or a property boundary, or such lines extended, then such lines shall be construed to be the zoning district boundaries.
- (2) Where a zoning district boundary is shown as being set back from a street or a railroad right-of-way, and approximately parallel thereto, then such zoning district boundary shall be construed as being the noted distance, or, in the absence of such a note, the scaled distance from the centerline of the street or railroad right-of-way and as being parallel thereto.
- (3) Where a zoning district boundary divides a lot, the location of the line shall be the noted distance, or in the absence of such a note, the scaled distance from the lot lines.
- (4) Where a zoning district boundary divides a lot which was in single ownership at the time of passage of the ordinance from which this chapter is derived, the mayor and city council may permit, as an exception, the extension of the regulations for either portion of the lot, not to exceed 50 feet beyond the zoning district boundary into the remaining portion of the lot.
- (5) Where zoning district boundaries are in doubt, the mayor and city council shall determine the location of boundaries.

(Ord. No. 2008-10Z, exh. A, § 3.06, 8-25-2008)

Sec. 80-41. Districts established.

The city is divided into the following zoning districts.

Table 80-41: Districts Established

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District Abbreviation	District Name
Residential Districts	
AG	Agricultural
R-1	Single-Family Residential, Low-Density, one acre
R-2	Single-Family Residential, Low to Medium, one-half acre
R-3	Single-Family Residential, Medium Density, one-third acre
R-4	Single-Family Residential, Medium Density, one-fourth acre
R-CT	Residential Condominium/Town House, Medium Density, one acre
RM-12	Multi-Family Residential, Medium Density, 12 units per acre
RM-36	Multi-Family Residential, Medium Density, 36 units per acre
PD	Planned Development
Non-Residential Districts	
O&I	Office and Institutional
DTMU	Downtown Mix-Use
C-1	Neighborhood Commercial
C-2	Highway Commercial
M-1	Light Industrial
M-2	Heavy Industrial
P&O	Parks and Open Space
RR	Railroads
Overlay Districts	
GA Hwy 74	Georgia Highway 74
US 29	Georgia Highway 29

(Ord. No. 2008-10Z, exh. A, art. 4, 8-25-2008; Ord. No. Z2013-03, exh. A, 4-22-2013; Ord. No. Z2013-04, exh. A, 4-22-2013; Ord. of 10-28-2019(1))

Sec. 80-42. Donations boxes.

- (a) As used in this section, the term "donation box" shall be defined as follows:
- (1) Donation box shall mean any unattended container, receptacle, or similar device used for soliciting and collecting donations of clothing and/or other salvageable personal property. This term does not include any unattended donation box location within a building which is permitted by-right.
- (b) In addition to accessory uses otherwise permitted in this chapter, donation boxes may only be installed by obtaining a permit under the following conditions and requirements:
- (1) *Application.* Prior to delivery and/or installation of any donation box, an application shall be filed with the director of planning or his/her designee identifying the size, color, and location of each donation box, as well as any signage proposed on the exterior, of the donation box. A permit shall be required for each donation box installed within the city limits.
 - (2) *Zoning.* Donation boxes shall only be permitted within the non-residential zoning districts, unless otherwise specified herein.
 - (3) *Approval of property owner.* As a part of the application process, a letter must be provided from the owner of the property indicating they are aware and approve the installation of a donation box on

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(Supp. No. 23, Update 2)

their property, including that they are aware of their responsibility to maintain the current operator contact information and, if necessary, maintain or remove the donation box if the operator does not follow the provisions of this section.

- (4) *Fees.* Fees shall be as adopted by city council in the schedule of fees and kept on file in the city clerk's office.
- (5) *Size.* Donation boxes shall be limited to no more than 128 cubic feet (four feet wide by four feet deep by eight feet tall). The height of each donation box shall not exceed eight feet in height from finish grade to the highest point of the roof.
- (6) *Color.* Donation boxes shall be painted or stained with a low reflectance and subtle, neutral or earth-tone color scheme. High-intensity colors, metallic colors, black, or fluorescent colors shall not be used.
- (7) *Number of boxes permitted.* No more than one donation box shall be permitted on each zoning lot, with a minimum lot size of four acres.
- (8) *Location.* Donation boxes shall be installed on a paved surface but may not be located within a designated parking space, drive aisle, or loading area. Donation boxes shall not be located within any building setback or established buffer area. Donation boxes shall not be located in such a manner that they block sight lines on the subject tract as determined by the city engineer. To the extent feasible, donation boxes shall be placed so as to be inconspicuous as viewed from the public right-of-way.
- (9) *Signage/contact information.* The total square footage for all signage on each donation box shall not exceed two square feet. No advertising shall be permitted on the donation box. An additional sign shall contain the following contact information; the name, address, email, and phone number of both the property owner/manager and operator, it too shall not exceed two square feet.
- (10) *Cleanliness of premises.* Donation boxes shall be maintained in good condition and appearance with no structural damage, holes, or visible rust, and shall be free of graffiti. All boxes shall be free of debris and shall be serviced regularly so as to prevent overflow of donations or the accumulation of junk, debris, or other material.
- (11) *Revocation of permit.* Any permit granted pursuant to the provisions of this section may be subject to revocation for cause by the director of planning (or his/her designee), including but not limited to, the failure to comply with this section or any other applicable provisions of this Code.
- (12) *Renewal of permit.* The term of the permit shall expire one year from the date of issuance. An operator may apply for permit renewal by submitting to the director of planning before the expiration of the permit, a renewal application and associated fee.
 - a. No person to whom a permit has been issued shall transfer, assign, or convey such permit to another person.
 - b. Prior to expiration of the permit, the permittee may voluntarily cancel the permit by notifying the director of planning in writing of the intent to cancel the permit. The permit shall become void upon the director's receipt of a written notice of intent to cancel the permit.
 - c. Donation boxes shall be removed when the property becomes vacant or is foreclosed upon.
- (13) *Approval/denial of permit.* The planning and zoning administrator shall approve a new or renewal permit application if he/she finds that no circumstances exist at the time the application is reviewed or existed at any time during which the previous permit was in effect that are inconsistent with any requirement in this section.
- (14) *Display of permit.* The operator of the donation box and the property owner shall be responsible for maintaining the permit for each donation box required by this section. The director of planning shall inspect each donation box following its installation to ensure the donation box is installed in

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accordance with the approved permit. Once it is determined the donation box complies with said permit, a decal shall be affixed to the actual donation box or to the entrance door of the place of business indicating the donation box has been approved. The purpose of this decal shall be to notify city officers and employees that the donation box complies with the provisions of this chapter and the approved donation box permit application.

(Ord. No. 2015-08, § 1(Exh. A), 7-27-2015; Ord. of 10-28-2019(1))

Sec. 80-43. Reserved.

Sec. 80-44. Uses not listed.

For any use not listed in this chapter, the planning and zoning commission shall determine the proper requirements by classifying the proposed use among the uses which are listed and assigning the use to appropriate zoning district or prohibited uses. After the planning and zoning commission meeting, the director of planning or designee will prepare a zoning ordinance text amendment for review at the next regularly scheduled meeting of the planning and zoning commission, pursuant to sections 80-287 and 80-298 of this Code.

(Ord. No. 2015-12, § 1(Exh. A), 7-27-2015; Ord. of 10-28-2019(1))

Secs. 80-45—80-70. Reserved.

DIVISION 2. DISTRICT REGULATIONS¹

Sec. 80-71. AG—Agricultural Zoning District.

- (a) *AG—Intent.* The AG Agricultural Zoning District has been established to provide a low-density transitional area in the city between the high-density uses in the downtown area and along the major thoroughfares and the very low-density uses in the rural areas surrounding the city in unincorporated Fulton, Fayette, and Coweta counties.
- (b) *AG—Permitted uses.* The following uses shall be permitted in any AG Agricultural Zoning District:
 - (1) Agricultural, general and specialized farming uses, including: Horticulture, plant nursery, greenhouse, dairy farming, livestock raising, and poultry raising, provided however that buildings used for animals and other agriculture related purposes must be at least 100 feet from all property lines, and outside areas to be used by farm animals are kept at least 100 feet from any adjoining residential property line.
 - (2) Building, facility, or land for public utility services.
 - (3) Building, facility, or land for non-commercial park, recreation, or open space purposes.

¹Editor's note(s)—Ord. No. 2012-04, § 1, adopted June 11, 2012, repealed ch. 80, art. II, divs. 2 and 3, §§ 80-71—80-91 and 80-111, 80-112 added a new ch. 80, art. II, div. 2, §§ 80-71—80-90. Former ch. 80, art. II, div. 2 pertained to similar material and was derived from Ord. of 8-25-2008; Ord. No. 2008-10Z, Exh. A, §§ 4.01—4.21, 8-25-2008; Ord. No. 2009-7Z, § 1, 6-8-2009; Ord. No. 2009-10Z, § 1, 9-14-2009; Ord. No. 2009-11Z, § 1, 11-23-2009. Former ch. 80, art. II, div. 3, pertained to special districts and was derived from Ord. No. 2008-10Z, Exh. A, §§ 4.22, 4.24, adopted August 25, 2008.

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- (4) Cemetery provided all buildings must be at least 100 feet from all property lines; provided the property is at least five acres; and provide no grave is within 50 feet of a property line.
 - (5) Civic, social, or fraternal associations, provided any retail sales associated with the operation are for members only, all buildings on the parcel shall be at least 100 feet from all property lines, the parcel is not less than five acres in area, and an undisturbed landscaped buffer at least 35 feet wide shall be maintained along the entire perimeter of the parcel.
 - (6) Commercial farm animal uses and commercial agricultural services; provided all buildings are at least 500 feet from any property line and all outside areas to be used by animals other than for horse and cattle grazing, are at least 500 feet from any property line. Commercial horse and cattle grazing areas must be kept at 100 feet from any adjoining residential property line.
 - (7) Commercial nursery operation; provided any retail sales associated with the operation constitutes less than ten percent of the business, that all buildings on the parcel are at least 100 feet from all property lines, and that the lot is not less than five acres in area.
 - (8) Communication/utilities.
 - (9) Events. Special indoor/outdoor events held with less than 75 persons are subject to the review and approval of an administrative permit; events held with 75 or more persons are subject to the review and approval of a use permit.
 - (10) Family day care homes.
 - (11) Farm stand.
 - (12) Forestry and fishing uses.
 - (13) Institutional uses.
 - (14) Kennel, veterinary hospital or veterinary clinic, provided buildings housing animals are fully enclosed and at least 100 feet from all property lines; and pens, runs, etc. which are not located in a fully enclosed building are at least 200 feet from all property lines.
 - (15) Nurseries.
 - (16) Places of worship are subject to a use permit.
 - (17) Publicly owned building, facility, or land.
 - (18) Riding or boarding stables, subject to the following conditions:
 - a. All show or exercise rings, trails, pastures or other areas containing animals except structures, must be set back 100 feet from any property boundary adjacent to a residential district;
 - b. A minimum area of 15 acres is provided;
 - c. One horse or other member of horse (equine) family per fenced acre shall be allowed in association with a single-family dwelling; and
 - d. All structures for the shelter of horses shall be at least 100 feet from the lot line of any residentially zoned or used property and located within the rear yard.
 - (19) Single-family detached dwelling.
 - (20) Single-family dwellings used primarily as guest or second homes.
 - (21) Telecommunications and broadband facilities (co-location cellular towers) less than 150 feet in height are subject to an administrative permit.
 - (22) Timber cultivation and harvesting.

- (23) U-pick orchards.
- (c) *AG—Accessory uses and structures.*
- (1) Accessory uses and structures incidental to any permitted use. Temporary storage pods are intended for a limited period of time and not for permanent storage. See section 80-71(b)15.
 - a. Accessory structures may be located within the rear, or side yards only but shall not be located within a setback or within the front yard areas.
 - (2) Accessory dwelling units. AG zoning district shall conform to the following standards:
 - a. Accessory dwelling units, where the total number of dwelling units on any parcel, including the accessory dwelling unit, does not exceed two.
 - b. No accessory dwelling unit shall be of a commercial nature.
 - c. No accessory dwelling unit shall be constructed until construction of the principal building has actually begun, and no accessory dwelling building shall be used or occupied until the principal building is completed and in use.
 - d. All residential development shall provide two spaces per dwelling unit, except accessory dwelling units as described in section 80-337, Off-street parking requirements.
 - e. All accessory dwelling units shall be constructed with materials similar as those of the principal building.
 - f. All accessory dwelling units shall not exceed the following development standards:
 1. Minimum side setback: 25 feet.
 2. Minimum rear setback: 40 feet.
 3. Maximum building height: 48 feet.
 4. Maximum heated floor area: 800 square feet.
 5. No accessory dwelling unit shall be permitted in the required front setback area.
 - (3) Home occupations in accordance with section 80-138.
 - (4) Storage and utility buildings.
 - (5) Swimming pools, tennis courts and similar facilities.
- (d) *AG—Conditional uses.*

<i>Uses Subject to an Administrative Permit:</i>	<i>Subject to the requirements of Article IV—Administrative Permit Requirements:</i>
Administrative Permit Uses:	See sections 80-174 through 80-195
(1) Amateur radio antenna.	See section 80-176. Allowable districts: All.
(2) Amphitheaters.	See section 80-199. Allowable districts: AG, O&I, C-1, C-2.
(3) Bed and breakfast.	See section 80-201. Allowable districts: AG, C-1, C-2, DTMU.
(4) Broadcasting structures.	See section 80-177. Maximum height shall not exceed 200 feet. Allowable districts: AG, R, C-2, DTMU, O&I, M-1 and M-2.
(5) Cemetery and/or mausoleum (human or pet). A cemetery provided all buildings must be at least 100	See section 80-179. Allowable districts: All except AG.

feet from all property lines; provided the property is at least five acres; and provided no grave is within 50 feet of a property line.	
(6) Farmers markets.	See section 80-179.1. Allowable districts: AG, O&I, DTMU, C-1, C-2, M-1, M-2 and P&O.
(7) Events, special outdoor/indoor.	See section 80-179. Allowable districts: AG, O&I, C-1, C-2, DTMU, M-1, M-2, and P&O for persons 75 or less.
(8) Recreational court, private.	See section 80-182. Allowable districts: AG, O&I, C-1, C-2, and P&O.
(9) Revival tent.	See section 80-186. Allowable districts: AG, O&I, C-1, C-2, and P&O. In residential districts, a revival tent may be placed only on property occupied by an existing building used as a place of worship.
(10) Swimming pool, private.	See section 80-190. Allowable districts: All except C-1, C-2.
(11) Temporary classroom.	See section 80-190. Allowable districts: All.
(12) Temporary structures.	See section 80-193. Allowable districts: All, except emission inspection stations shall be permitted only in non-residential districts except AG.
(13) Utility substation (telephone, electric, or gas, etc.)	See section 80-194. Allowable districts: All.
Uses Subject to a Use Permit:	Subject to the requirements of Article IV—Use Permit Requirements:
Use Permit Uses	See Sections 80-196 through 80-239
(1) Agricultural-related activities.	See section 80-197. Allowable districts: All.
(2) Amateur radio antenna.	See sections 80-176, 80-177, 80-198. Maximum height shall not exceed 90 feet. Allowable districts: All.
(3) Amphitheaters.	See section 80-199. Allowable districts: AG, O&I, C-1, C-2 and P&O.
(4) Antenna tower, and associated structure (radio, t.v., microwave broadcasting, etc.), to exceed the district height.	See section 80-200. Allowable districts: AG, R (See same heading in section 80-174, for other non-residential districts).
(5) Bed and breakfast.	See section 80-201. Allowable districts: AG, R-1, R-2, R-3, R-4, C-1, C-2, DTMU.
(6) Event, special indoor/outdoor with more than 75 persons are subject to a special use permit.	See section 80-179. Allowable districts: AG, O&I, C-1, C-2, DTMU, M-1, M-2 and P&O.
(7) Child day care center.	See section 80-208. Allowable districts: AG, R-1, R-2, R-3, O&I, P&O and districts where places of worship are permitted.
(8) Group homes/shelters.	See sections 80-211 through 80-218; group homes located within subdivision area are required to provide written approval from authorized homeowner association(s).
(9) Lodge, retreat and/or campground.	See section 80-222. Allowable districts: AG, M-1, M-2.
(10) Massage therapy establishments.	See section 80-182. Allowable districts: All.
(11) Personal care home/assisted living.	See section 80-182. Allowable districts: AG, C-1, C-2, O&I, DTMU.
(12) Places of worship.	See section 80-203. Allowable districts: All.
(13) Portable sawmills.	See section 80-225. Allowable districts: All.

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(14) Recreational court, private.	See section 80-182. Allowable districts: All except C-1, C-2.
(15) Recreational court, public.	See section 80-183. Allowable districts: O&I, C-1, C-2, M-1, M-2 and P&O.
(16) Recreational fields.	See section 80-182. Allowable districts: All.
(17) Revival tent.	See section 80-186. Allowable districts: AG, R, O&I, C-1, C-2, M-1, M-2, P&O and may be placed only on property occupied by an existing building used as a place of worship.
(18) Roadside produce stands.	See section 80-187. Allowable districts: AG, R-1, C-1, C-2 and accessory to institutional uses, such as a place of worship or school.
(19) School, private or special.	See section 80-230. Allowable districts: All.
(20) Seasonal business use.	See section 80-189. Allowable districts: AG only when occupied by a use such as a church, C-1, C-2, M-1, M-2, and P&O.
(21) Senior housing.	See section 80-233. Allowable districts: All except M-1, M-2.
(22) Skywalks.	See section 80-234. Allowable districts: AG, O&I, C-1, C-2.
(23) Stadium (off-site) associated with a private school.	See section 80-235. Allowable districts: All.
(24) Swimming pool, private.	See section 80-190. Allowable districts: All except C-1, C-2.
(25) Swimming pool, public.	See section 80-190. Allowable districts: O&I, C-1, C-2, and P&O.
(26) Temporary classroom.	See section 80-190. Allowable districts: All.
(27) Temporary structures.	See section 80-193. Allowable districts: All, except emission inspection stations shall be permitted only in non-residential districts except AG.
(28) Utility substations (telephone, electric, or gas, etc.).	See section 80-194. Allowable districts: All.

(e) *AG—Prohibited uses.*

- (1) Commercial feed lots.
- (2) Commercial hog farms.
- (3) Commercial poultry houses.
- (4) Landfills.
- (5) Transfer stations.

(f) *AG—Development standards.* Unless otherwise provided in this chapter, uses permitted in the AG zoning district shall conform to the following standards:

Minimum front yard setback	100 feet
Minimum front yard setback a. Along any street larger than a collector street	110 feet

Minimum side yard setback	
a. Adjacent to interior line	50 feet
Minimum rear yard setback	50 feet
Minimum lot area	3 acres (130,680 square feet)
Minimum lot width	200 feet
Minimum lot depth	None

(g) *AG—Building height and form.*

Maximum height	48 feet
Maximum lot coverage	15 percent
Minimum heated floor (minimum living area)	2,000 square feet

(h) *AG—Design standards.* Unless otherwise provided in this chapter, uses permitted in the AG district shall conform to the following design standards:

- All buildings, structures, kennels, or other means of housing animals must be set back a minimum of 200 feet from any property boundary abutting a zoning district other than AG.

See section 80-197, Agricultural-related activities.

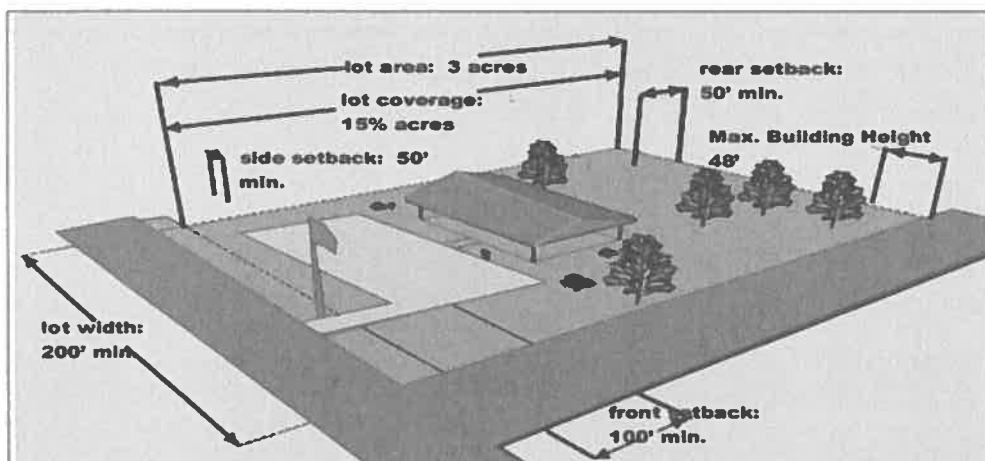
Figure 80-71a. AG: Typical Lot Pattern



Figure 80-71b. AG: Typical Building Form



Figure 80-71c. AG: Typical Building/Lot Configuration



- (i) *AG—Other regulations.* The headings below contain provisions applicable to uses allowed in the AG Agricultural Zoning District:

*Chapter
Number*

Building RegulationsChapter 62

EnvironmentChapter 65

Soil Erosion and Sedimentation ControlChapter 65

Stormwater ManagementChapter 65

Stream Buffer ProtectionChapter 65

FloodsChapter 68

Land DevelopmentChapter 71

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LandscapingChapter 74

SubdivisionsChapter 77

ZoningChapter 80

SignsChapter 80

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. No. 2014-02, § 1, 2-24-2014; Ord. of 10-28-2019(1); Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Editor's note(s)—An ordinance adopted Oct. 28, 2019 changed the title of § 80-71 from AG-1 Agricultural Zoning District to AG Agricultural Zoning District.

Sec. 80-72. R-1—Single-family Residential Zoning District.

- (a) *R-1—Intent.* The Single-family Residential Zoning District regulations set forth in this section are the "R-1" district regulations. Article IV should be consulted to determine uses and minimum standards for uses allowed by administrative permit or use permit. The R-1 district encompasses lands devoted to low density residential areas and closely related uses or as a use allowed by administrative permit or use permit.
- (b) *R-1—Use regulations.* Within the R-1 district, land and structures shall be in accordance with standards herein. Any use not specifically designated as a permitted use in this section or as a use allowed by administrative permit or use permit shall be prohibited.
- (c) *R-1—Permitted uses.* Structures and land may be used for only the following purposes:
 - (1) Communications/utilities.
 - (2) Institutional uses: public, private and parochial schools, religious facilities.
 - (3) Non-profit recreational uses; public or private playgrounds, parks, golf courses and lakes.
 - (4) Single-family detached dwelling.
- (d) *R-1—Accessory uses and structures.*
 - (1) Accessory uses and structures incidental to any permitted use.
 - (2) Accessory dwelling units. R-1 zoning district shall conform to the following standards:
 - a. Accessory dwelling units, where the total number of dwelling units on any parcel, including the accessory dwelling unit, does not exceed two.
 - b. No accessory dwelling unit shall be of a commercial nature.
 - c. No accessory dwelling unit shall be constructed until construction of the principal building has actually begun, and no accessory dwelling building shall be used or occupied until the principal building is completed and in use.
 - d. All residential development shall provide two spaces per dwelling unit, except accessory dwelling units as described in section 80-337, Off-street parking requirements.
 - e. All accessory dwelling units shall be constructed with materials similar as those of the principal building.
 - f. All accessory dwelling units shall not exceed the following development standards:
 - 1. Minimum side setback: 30 feet.

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2. Minimum rear setback: 30 feet.
 3. Maximum building height: 48 feet.
 4. Maximum heated floor area: 800 square feet.
 5. No accessory dwelling unit shall be permitted in the required front setback area.
- (3) Carports/garages.
 - (4) For sale, for rent, or for lease signs in accordance with the sign regulations of this section.
 - (5) Parking of one unoccupied travel trailer, etc.
 - (6) Temporary storage pods are intended for a limited period of time and not for permanent storage.

(e) *R-1—Conditional uses.*

<i>Uses Subject to an Administrative Permit:</i>	<i>Subject to the requirements of Article IV—Administrative Permit Requirements:</i>
Administrative Permit Uses:	See sections 80-174 through 80-195
(1) Festivals or events, outdoor/indoor.	See section 80-179. Allowable districts: All (less than 75 persons).
(2) Home Occupations.	See section 80-138. Allowable districts: All residential districts.
(3) Relocated residential structure.	See section 80-184. Allowable districts: R-1, R-2, R-3, R-4, R-CT, RM-12, RM-36.
(4) Swimming pool, private.	See section 80-190. Allowable districts: All.
(5) Temporary structures.	See section 80-192. Allowable districts: All, except emission inspection stations shall be permitted only in non-residential districts except AG.
(6) Utility substations (telephone, electric, or gas, etc.)	See section 80-194. Allowable districts: All.
<i>Uses Subject to a Use Permit:</i>	<i>Subject to the requirements of Article IV—Use Permit Requirements:</i>
Use Permit Uses:	See sections 80-196 through 80-239
(1) Agricultural-related activities.	See section 80-197. Allowable districts: All.
(2) Amateur radio antenna to exceed the administrative height.	See section 80-198. Allowable districts: All.
(3) Antenna tower, and associated structure (radio, t.v., microwave broadcasting, etc.), to exceed the district height.	See section 80-200 (See same heading in section 174 for other non-residential districts). Allowable districts: All Residential districts.
(4) Bed and breakfast.	See section 80-201. Allowable districts: AG, R-1, R-2, R-3, R-4.
(5) Cemetery and/or mausoleum (human or pet).	See section 80-202. Allowable districts: All districts except AG.
(6) Child day care center.	See section 80-208. Allowable districts: AG, R-1, R-2, R-3, O&I and P&O.
(7) Festivals or events, outdoor/indoor.	Allowable districts: All (more than 75 persons).
(8) Group homes/shelters.	See sections 80-211 through 80-218; group homes located within subdivision area are required to

	provide written approval from authorized homeowner association(s).
(9) Massage therapy establishments.	See section 80-238. Allowable districts: All.
(10) Places of worship.	See section 80-203. Allowable districts: All.
(11) Portable sawmills.	See section 80-202. Allowable districts: All.
(12) Recreational fields.	See section 80-227. Allowable districts: All.
(13) School, private or special.	See section 80-227. Allowable districts: All.
(14) Senior housing.	See section 80-233. Allowable districts: All except M-1, M-2.
(15) Stadium (off-site) associated with a private school.	See section 80-233. Allowable districts: All.

- (f) *R-1—Development standards.* Unless otherwise provided in this chapter, uses permitted in the R-1 zoning district shall conform to the following standards:

Minimum front yard setback	60 feet
Minimum front yard setback a. Along any street larger than a collector street	70 feet
Minimum side yard setback a. Adjacent to interior line	15 feet
Minimum rear yard setback	40 feet
Minimum lot area	1 acre (43,560 square feet)
Minimum lot width	125 feet

- (g) *R-1—Building height and form.*

Maximum height	48 feet
Maximum lot coverage	35 percent
Minimum heated floor (minimum living area)	1,800 feet

- (h) *R-1—Design standards.* Unless otherwise provided in this chapter, uses permitted in the R-1 district shall conform to the following design standards:

- (1) Accessory structures may be located in the rear or side yards only but not be located within a setback. Habitable accessory structures must be constructed with materials similar as those of the principal structure.
- (2) Off-street parking shall be provided as specified in article IX.
- (3) Buffers shall be provided as specified in article X.

Figure 80-72a. R-1: Typical Lot Pattern **Figure 80-72b. R-1: Typical Building Form**

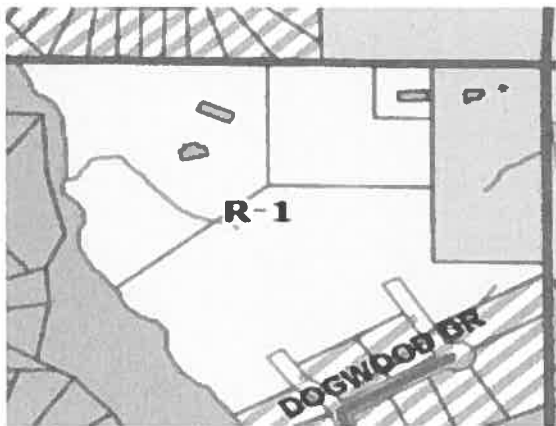
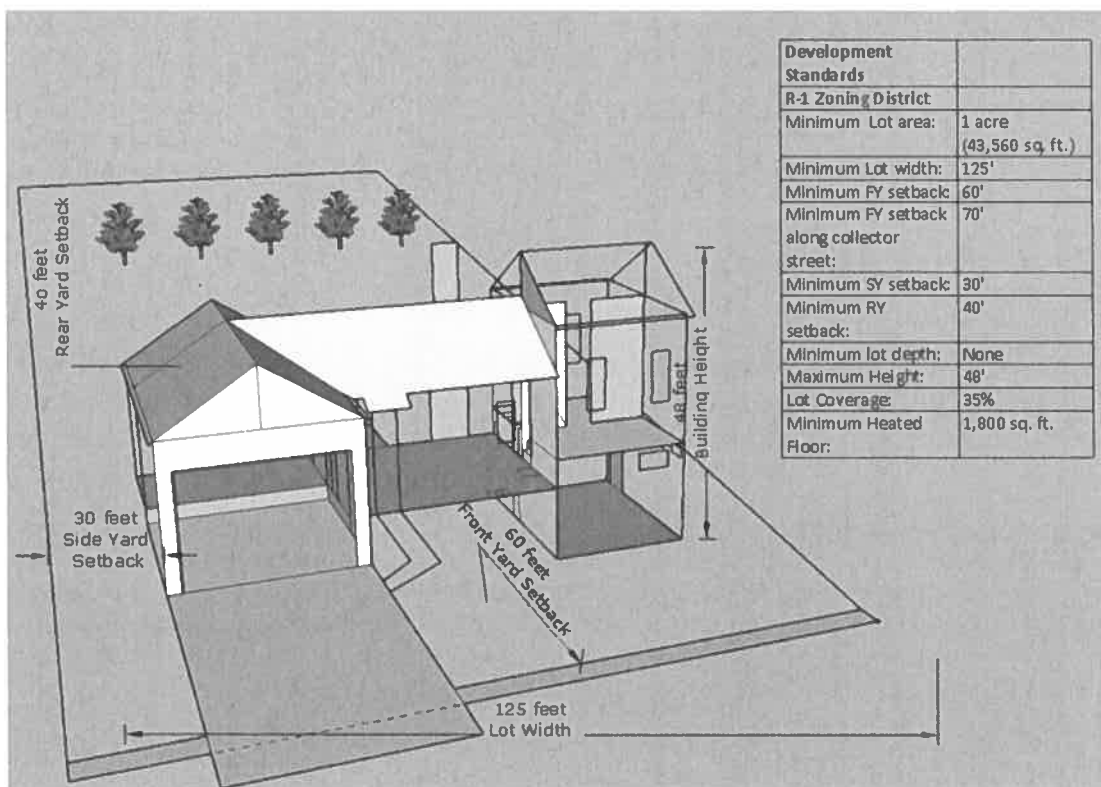


Figure 80-72c. R-1: Typical Building/Lot Configuration



- (i) *R-1—Other regulations.* The headings below contain provisions applicable to uses allowed in the R-1 Single-family Residential Zoning District:

*Chapter
Number*

Fire CodesChapter 29

Manufactured and Mobile HomesChapter 38

Solid WasteChapter 47

Traffic and VehiclesChapter 56

Building RegulationsChapter 62

EnvironmentChapter 65

Soil Erosion and Sedimentation ControlChapter 65

Stormwater ManagementChapter 65

Stream Buffer ProtectionChapter 65

Flood Damage PreventionChapter 68

Land Development RegulationsChapter 71

LandscapingChapter 74

SubdivisionsChapter 77

ZoningChapter 80

Overlay DistrictsChapter 80

Home OccupationChapter 80

FencingChapter 80

Off-Street ParkingChapter 80

Use PermitsChapter 80

Non-ConformingChapter 80

AppealsChapter 80

SignsChapter 80

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1); Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Sec. 80-73. R-2—Single-family Residential Zoning District.

- (a) *R-2—Intent.* The R-2 Single-family Residential Zoning District regulations set forth in this section are the "R-2" district regulations. Article IV should be consulted to determine uses and minimum standards for uses allowed by administrative permit or use permit. The R-2 district encompasses land devoted to medium density residential areas and closely related uses or as a use allowed by administrative permit or use permit.
- (b) *R-2—Use regulations.* Within the R-2 district, land and structures shall be used in accordance with standards herein. Any use not specifically designated as a permitted use in this section or as a use allowed by administrative permit or use permit shall be prohibited.
- (c) *R-2—Permitted uses.* Structures and land may be used for only the following purposes:
 - (1) Accessory dwelling unit.
 - (2) Communications/utilities.

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- (3) Institutional uses: Public, private and parochial schools, religious facilities.
 - (4) Non-profit recreational uses: Public or private playgrounds, parks, golf courses and lakes.
 - (5) Single-family detached dwelling.
- (d) *R-2—Accessory uses and structures.*
- (1) Accessory uses and structures incidental to any permitted use.
 - (2) R-2 zoning district shall conform to the following standards:
 - a. Accessory dwelling units, where the total number of dwelling units on any parcel, including the accessory dwelling unit, does not exceed two.
 - b. No accessory dwelling unit shall be of a commercial nature.
 - c. No accessory dwelling unit shall be constructed until construction of the principal building has actually begun, and no accessory dwelling building shall be used or occupied until the principal building is completed and in use.
 - d. All residential development shall provide two spaces per dwelling unit, except accessory dwelling units as described in section 80-337, Off-street parking requirements.
 - e. All accessory dwelling units shall be constructed with materials similar as those of the principal building.
 - f. All accessory dwelling units shall not exceed the following development standards:
 1. Minimum side setback: 30 feet.
 2. Minimum rear setback: 30 feet.
 3. Maximum building height: 48 feet.
 4. Maximum heated floor area: 800 square feet.
 5. No accessory dwelling unit shall be permitted in the required front setback area.
 - (3) Carports/garages.
 - (4) For sale, for rent, or for lease signs in accordance with the sign regulations of this section.
 - (5) Temporary storage pods are intended for a limited period of time and not for permanent storage.

(e) *R-2—Conditional uses.*

<i>Uses Subject to an Administrative Permit:</i>	<i>Subject to the requirements of Article IV—Administrative Permit Requirements:</i>
Administrative Permit Uses:	See sections 80-174 through 80-195
(1) Festivals or events, outdoor/indoor.	Allowable districts: All (less than 75 persons).
(2) Golf course.	See section 80-203. Allowable districts: All.
(3) Home occupations.	See section 80-138. Allowable districts: All residential districts.
(4) Recreational court, private.	See section 80-182. Allowable districts: All districts except C-1, C-2.
(5) Relocated residential structure	See section 80-184. Allowable districts: R-1, R-2, R-3, R-4, R-CT, RM-12, RM-36.

(6) Revival tent.	See section 80-186. Allowable districts: AG, O&I, C-1, C-2 and P&O. In residential districts, a revival tent may be placed only on property occupied by an existing building used as a place of worship.
(7) Swimming pool, private.	See section 80-190. Allowable districts: All except C-1, C-2.
(8) Temporary classroom.	See section 80-190. Allowable districts: All.
(9) Temporary structures.	See section 80-193. Allowable districts: All, except emission inspection stations shall be permitted only in non-residential districts except AG.
(10) Utility substation (telephone, electric, or gas, etc.)	See section 80-194. Allowable districts: All.
Uses Subject to a Use Permit:	Subject to the requirements of Article IV—Use Permit Requirements:
Use Permit Uses	See Sections 80-196 through 80-239
(1) Agricultural-related activities.	See section 80-197. Allowable districts: All.
(2) Amateur radio antenna to exceed the administrative height.	See section 80-198. Allowable districts: All.
(3) Antenna tower, and associated structure (radio, t.v., microwave broadcasting, etc.), to exceed the district height.	See section 80-174. Allowable districts: All.
(4) Bed and breakfast.	See section 80-201. Allowable districts: AG, R-1, R-2, R-3, R-4, C-1, C-2, DTMU.
(5) Cemetery and/or mausoleum (human or pet).	See section 80-202. Allowable districts: All districts except AG.
(6) Child day care center.	See section 80-208. Allowable districts: R-1, R-2, R-3, O&I and P&O.
(7) Convalescent center/nursing home/hospice.	See section 80-206. Allowable districts: AG, R-2, R-3, R-4, C-1, C-2, O&I, M-1.
(8) Event, special outdoor/indoor.	See section 80-179 and 80-210. Allowable districts: All (more than 75 persons).
(9) Group homes/shelters.	See sections 80-211 through 80-218; group homes located within subdivision area are required to provide written approval from authorized homeowner association(s).
(10) Massage therapy establishments.	See section 80-238. Allowable districts: All.
(11) Places of worship.	See section 80-203. Allowable districts: All.
(12) Portable sawmills.	See section 80-202. Allowable districts: All.
(13) Recreational fields.	See section 80-227. Allowable districts: All.
(15) School, private or special.	See section 80-227. Allowable districts: All.
(16) Senior housing.	See section 80-233. Allowable districts: All except M-1, M-2.
(17) Stadium (off-site) associated with a private school.	See section 80-233. Allowable districts: All.

- (f) *R-2—Development standards.* Unless otherwise provided in this chapter, uses permitted in the R-2 zoning district shall conform to the following standards:

Minimum front yard setback	50 feet
Minimum front yard setback a. Along any street larger than a collector street:	60 feet
Minimum side yard setback	25 feet
Minimum side yard setback a. Adjacent to interior line	15 feet
Minimum rear yard setback	35 feet
Minimum lot size	½ acre (21,780 square feet)
Minimum lot width	100 feet

(g) *R-2—Building height and form.*

Maximum height	48 feet
Maximum lot coverage	35 percent
Minimum heated floor (minimum living area)	1,800 square feet

(h) *R-2—Design standards.* Unless otherwise provided in this chapter, uses permitted in the R-2 district shall conform to the following design standards:

- (1) Accessory structures may be located in the rear or side yards only but not be located within a setback. Habitable accessory structures must be constructed with materials similar as those of the principal structure.
- (2) Off-street parking shall be provided as specified in article IX.
- (3) Buffers shall be provided as specified in article X.

Figure 80-73a. R-2: Typical Lot Pattern

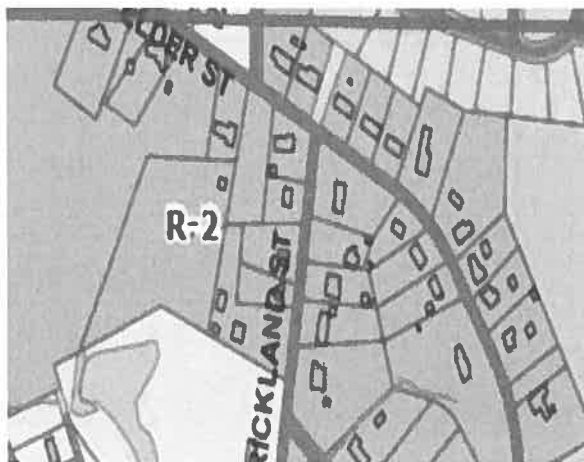
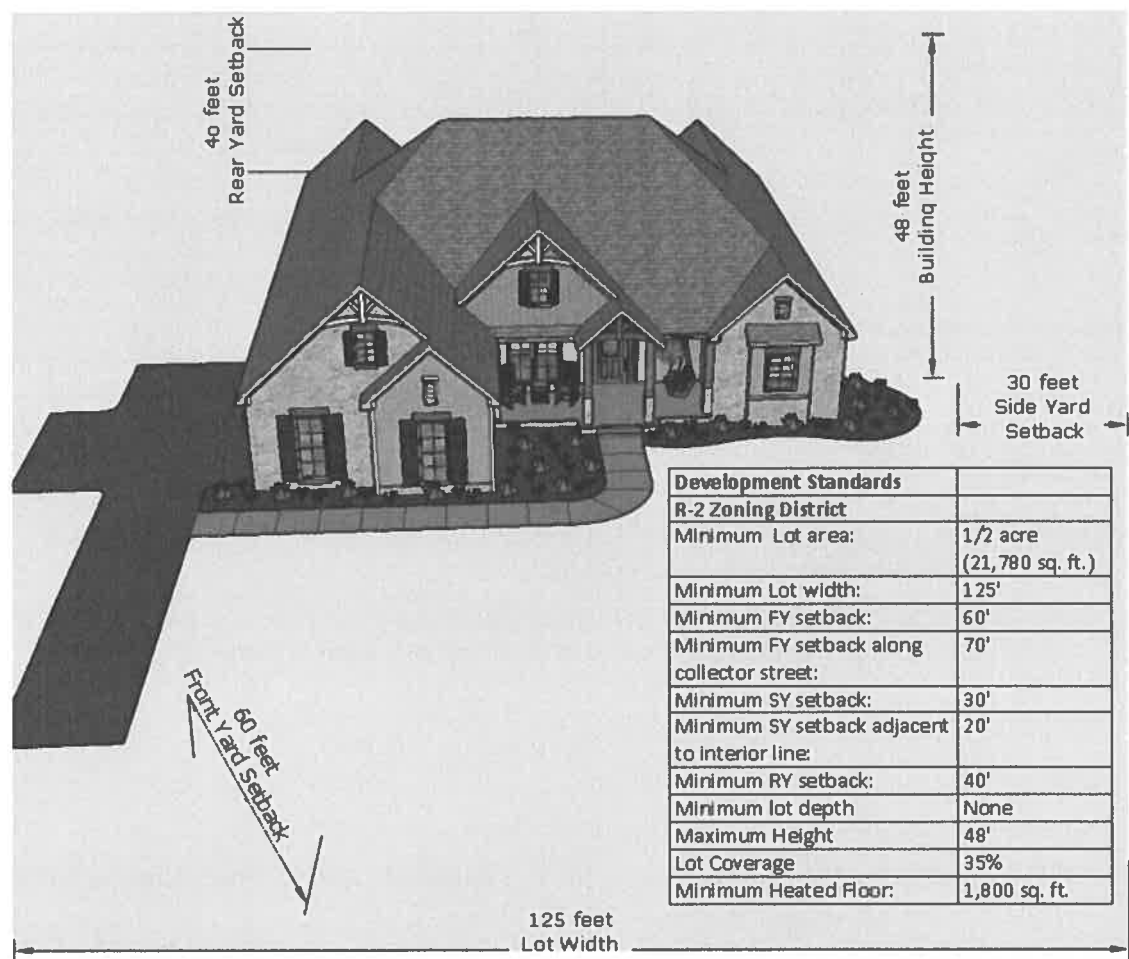


Figure 80-73b. R-2: Typical Building Form



Figure 80-73c. R-2: Typical Building/Lot Configuration



- (i) *R-2—Other regulations.* The headings below contain provisions applicable to uses allowed in the R-2 Single-family Residential Zoning District:

*Chapter
Number*

Fire CodesChapter 29

Manufactured and Mobile HomesChapter 38

Solid WasteChapter 47

Traffic and VehiclesChapter 56

Building RegulationsChapter 62

EnvironmentChapter 65

Soil Erosion and Sedimentation ControlChapter 65

Stormwater ManagementChapter 65

Stream Buffer ProtectionChapter 65

Flood Damage PreventionChapter 68

Land Development RegulationsChapter 71

LandscapingChapter 74

SubdivisionsChapter 77

ZoningChapter 80

Overlay DistrictsChapter 80

Home OccupationChapter 80

FencingChapter 80

Off-Street ParkingChapter 80

Use PermitsChapter 80

Non-ConformingChapter 80

AppealsChapter 80

SignsChapter 80

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. No. 2014-10, § 1, 6-9-2014; Ord. No. 2017-05, § 1(Exh. A), 5-22-2017; Ord. of 10-28-2019(1); Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Sec. 80-74. R-3—Single-family Residential Zoning District.

- (a) *R-3—Intent.* The R-3 Single-family Residential Zoning District regulations set forth in this section are the "R-3" district regulations. The R-3 Single-family Residential Zoning District is established to provide locations for land areas devoted to development of medium density single-family residential uses on relatively small lots. The district also provides for closely related uses. Article IV should be consulted to determine uses and minimum standards for uses allowed by administrative permit or use permit.
- (b) *R-3—Use regulations.* Within the R-3 district, land and structures shall be used in accordance with standards herein. Any use not specifically designated as a permitted use in this section or as a use allowed by administrative permit or use permit shall be prohibited.
- (c) *R-3—Permitted uses.* Structures and land may be used for only the following purposes:
 - (1) Accessory dwelling unit.
 - (2) Communications/utilities.
 - (3) Institutional uses: Public, private and parochial schools, religious facilities.
 - (4) Non-profit recreational uses: Public or private playgrounds, parks, golf courses and lakes.
 - (5) Single-family detached dwelling.
- (d) *R-3—Accessory uses and structures.*
 - 1. Accessory uses and structures incidental to any permitted use.
 - 2. Accessory dwelling units. R-3 zoning district shall conform to the following standards:

- a. Accessory dwelling units, where the total number of dwelling units on any parcel, including the accessory dwelling unit, does not exceed two.
 - b. No accessory dwelling unit shall be of a commercial nature.
 - c. No accessory dwelling unit shall be constructed until construction of the principal building has actually begun, and no accessory dwelling building shall be used or occupied until the principal building is completed and in use.
 - d. All residential development shall provide two spaces per dwelling unit, except accessory dwelling units as described in section 80-337, Off-street parking requirements.
 - e. All accessory dwelling units shall be constructed with materials similar as those of the principal building.
 - f. All accessory dwelling units shall not exceed the following development standards:
 1. Minimum side setback: 30 feet.
 2. Minimum rear setback: 30 feet.
 3. Maximum building height: 48 feet.
 4. Maximum heated floor area: 800 square feet.
 5. No accessory dwelling unit shall be permitted in the required front setback area.
- (3) Carports/garages.
 - (4) For sale, for rent, or for lease signs in accordance with the sign regulations of this section.
 - (5) Temporary storage pods are intended for a limited period of time and not for permanent storage.

(e) *R-3—Conditional uses.*

<i>Uses Subject to an Administrative Permit:</i>	<i>Subject to the requirements of Article IV—Administrative Permit Requirements:</i>
Administrative Permit Uses:	See sections 80-174 through 80-195
(1) Event, special indoor/outdoor.	See section 80-179. Allowable districts: All (less than 75 persons).
(2) Golf course.	See section 80-203. Allowable districts: All.
(3) Home Occupations.	See section 80-138. Allowable districts: All residential districts.
(4) Recreational court, private.	See section 80-182. Allowable districts: All districts except C-1, C-2.
(5) Relocated residential structure	See section 80-184. Allowable districts: R-1, R-2, R-3, R-4, R-CT, RM-12, RM-36.
(6) Revival tent.	See section 80-186. Allowable districts: AG, O&I, C-1, C-2, and P&O. In residential districts, a revival tent may be placed only on property occupied by an existing building used as a place of worship.
(7) Swimming pool, private.	See section 80-190. Allowable districts: All except C-1, C-2.
(8) Temporary classroom.	See section 80-190. Allowable districts: All.

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(9) Temporary structures.	See section 80-193. Allowable districts: All, except emission inspection stations shall be permitted only in non-residential districts except AG.
(10) Utility substation (telephone, electric, or gas, etc.)	See section 80-194. Allowable districts: All.
Uses Subject to a Use Permit:	Subject to the requirements of Article IV—Use Permit Requirements:
Use Permit Uses	See Sections 80-196 through 80-239
(1) Agricultural-related activities.	See section 80-197. Allowable districts: All.
(2) Amateur radio antenna to exceed the administrative height.	See section 80-198. Allowable districts: All.
(3) Antenna tower, and associated structure (radio, t.v., microwave broadcasting, etc.), to exceed the district height.	See section 80-174. Allowable districts: All.
(4) Bed and breakfast.	See section 80-201. Allowable districts: AG, R-1, R-2, R-3, R-4, C-1, C-2, DTMU.
(5) Cemetery and/or mausoleum (human or pet).	See section 80-202. Allowable districts: All districts except AG.
(6) Child day care center.	See section 80-208. Allowable districts: R-1, R-2, R-3, O&I and P&O.
(7) Community gardens.	See section 80-197. Allowable districts: All.
(8) Convalescent center/nursing home/hospice.	See section 80-206. Allowable districts: AG, R-2, R-3, R-4, C-1, C-2, O&I, and M-1.
(9) Event, special indoor/outdoor.	See section 80-179. Allowable districts: All (more than 75 persons).
(10) Group homes/shelters.	See sections 80-211 through 80-218; group homes located within subdivision area are required to provide written approval from authorized homeowner association(s).
(11) Massage therapy establishments.	See section 80-238. Allowable districts: All.
(12) Places of worship.	See section 80-203. Allowable districts: All.
(13) Portable sawmills.	See section 80-202. Allowable districts: All.
(14) Recreational fields.	See section 80-227. Allowable districts: All.
(15) School, private or special.	See section 80-227. Allowable districts: All.
(16) Senior housing.	See section 80-233. Allowable districts: All except M-1, M-2.
(17) Stadium (off-site) associated with a private school.	See section 80-233. Allowable districts: All.

- (f) *R-3—Development standards.* Unless otherwise provided in this chapter, uses permitted in the R-3 zoning district shall conform to the following standards:

Minimum front yard setback	35 feet
Minimum front yard setback a. Along any street larger than a collector street	45 feet
Minimum side yard setback a. Adjacent to interior line	10 feet
Minimum rear yard setback	30 feet

Minimum lot size	½ acre (14,520 square feet)
Minimum lot width	90 feet
Maximum height	48 feet
Maximum lot coverage	45 percent
Minimum heated floor (minimum living area)	1,600 feet

- (g) *R-3—Design standards.* Unless otherwise provided in this chapter, uses permitted in the R-3 district shall conform to the following design standards:
- (1) Accessory structures may be located in the rear or side yards only but not be located within a setback. Habitable accessory structures must be constructed with materials similar as those of the principal structure.
 - (2) Off-street parking shall be provided as specified in article IX.
 - (3) Buffers shall be provided as specified in article X.

Figure 80-74a. R-3: Typical Lot Pattern

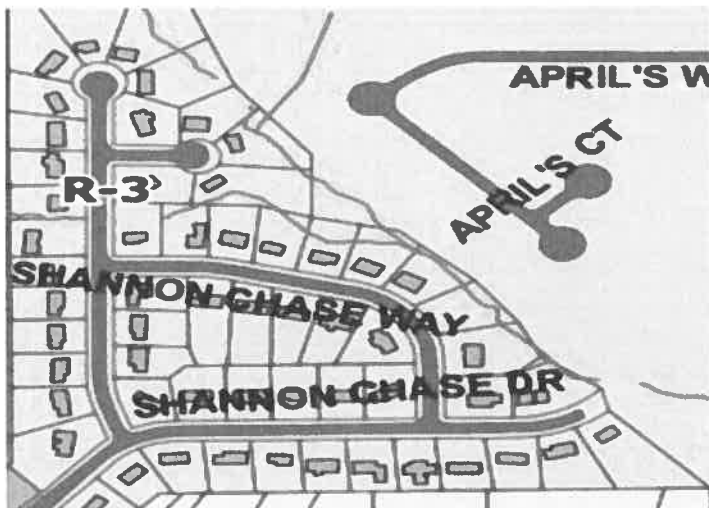
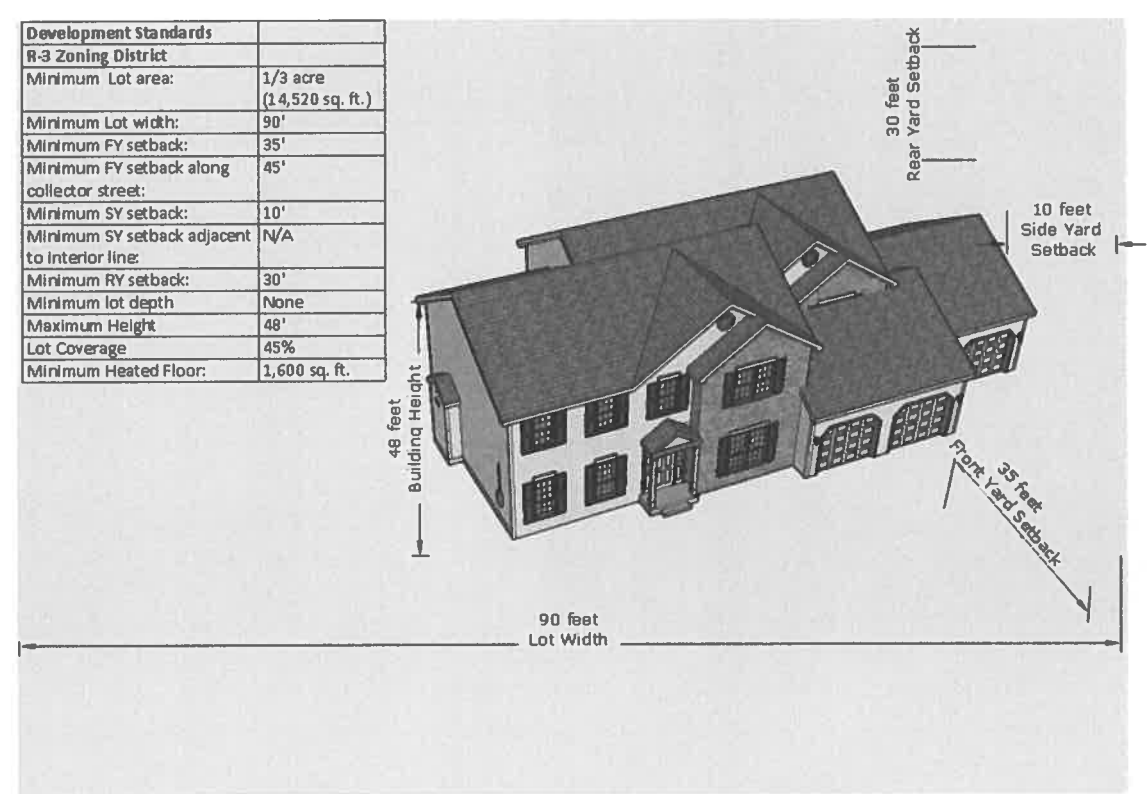


Figure 80-74b. R-3: Typical Building Form



Figure 80-74c. R-3: Typical Building/Lot Configuration



(h) *R-3—Other regulations.* The headings below contain provisions applicable to uses allowed in the R-3 Single-family Residential Zoning District:

*Chapter
Number*

- Fire CodesChapter 29
- Manufactured and Mobile HomesChapter 38
- Solid WasteChapter 47
- Traffic and VehiclesChapter 56
- Building RegulationsChapter 62
- EnvironmentChapter 65
- Soil Erosion and Sedimentation ControlChapter 65
- Stormwater ManagementChapter 65
- Stream Buffer ProtectionChapter 65
- Flood Damage PreventionChapter 68
- Land Development RegulationsChapter 71
- LandscapingChapter 74

SubdivisionsChapter 77

ZoningChapter 80

Overlay DistrictsChapter 80

Home OccupationChapter 80

FencingChapter 80

Off-Street ParkingChapter 80

Use PermitsChapter 80

Non-ConformingChapter 80

AppealsChapter 80

SignsChapter 80

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. No. 2013-19, § 1(Exh. A), 9-9-2013; Ord. of 10-28-2019(1); Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Sec. 80-75. R-4—Single-family Residential Zoning District.

- (a) *R-4—Intent.* Regulations set forth in this section are the R-4 Single-family Residential Zoning District regulations. Article IV should be consulted to determine uses and minimum standards for uses allowed by administrative permit or use permit. The R-4 district is intended to provide land areas devoted to high density residential uses on small lots. The district also provides for closely related uses. Land areas zoned R-4 are further intended to provide a transition between low- and high-density dwelling areas or between low density dwelling areas and non-residential areas.
- (b) *R-4—Use regulations.* Within the R-4 district, land and structures shall be used in accordance with standards herein. Any use not specifically designated as a permitted use in this section or as a use allowed by administrative permit or use permit shall be prohibited.
- (c) *R-4—Permitted uses.* Structures and land may be used for only the following purposes:
 - (1) Accessory dwelling unit.
 - (2) Communications/utilities.
 - (3) Institutional uses: Public, private and parochial schools, religious facilities.
 - (4) Non-profit recreational uses: Public or private playgrounds, parks, golf courses and lakes.
 - (5) Single-family detached dwelling.
- (d) *R-4—Accessory uses and structures.*
 - (1) Accessory uses and structures incidental to any permitted use.
 - (2) Carports/garages.
 - (3) For sale, for rent, or for lease signs in accordance with the sign regulations of this section.
 - (4) Temporary storage pods are intended for a limited period of time and not for permanent storage.
- (e) *R-4—Conditional uses.*

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Uses Subject to an Administrative Permit:	Subject to the requirements of Article IV—Administrative Permit Requirements:
Administrative Permit Uses:	See sections 80-174 through 80-195
(1) Event, special indoor/outdoor.	Allowable districts: All (less than 75 persons).
(2) Golf course.	See section 80-180. Allowable districts: All.
(3) Home occupations.	See section 80-138. Allowable districts: All residential districts.
(4) Recreational court, private.	See section 80-182. Allowable districts: All except C-1, C-2.
(5) Relocated residential structure.	See section 80-183. Allowable districts: R-1, R-2, R-3, R-4, R-CT, RM 12, RM-36.
(6) Swimming pool, private.	See section 80-190. Allowable districts: All except C-1, C-2.
(7) Temporary classroom.	See section 80-192. Allowable districts: All.
(8) Temporary structures.	See section 80-193. Allowable districts: All except emission inspection stations shall be permitted only in non-residential districts except AG.
(9) Utility substations (telephone, electric, or gas, etc.)	See section 80-194. Allowable districts: All.
Uses Subject to a Use Permit:	Subject to the requirements of Article IV—Use Permit Requirements:
Use Permit Uses	See Sections 80-196 through 80-239
(1) Agricultural-related activities.	See section 80-197. Allowable districts: All.
(2) Amateur radio antenna to exceed the administrative height.	See section 80-198. Allowable districts: All.
(3) Antenna tower, and associated structure (radio, t.v., microwave broadcasting, etc.), to exceed the district height.	See section 80-200. Allowable districts: Residential districts, AG (see same heading in section 80-174, for other non-residential districts).
(5) Cemetery and/or mausoleum (human or pet).	See section 80-202. Allowable districts: All except AG.
(6) Convalescent center/nursing home/hospice.	See section 80-206. Allowable districts: R-2, AG, R-3, R-4, C-1, C-2, O&I, M-1.
(8) Event, special indoor/outdoor.	See sections 80-179. Allowable districts: All (more than 75 persons).
(9) Group homes/shelters.	See sections 80-211 through 80-218; group homes located within subdivision area are required to provide written approval from authorized homeowner association(s).
(10) Massage therapy establishments.	See section 80-238. Allowable districts: All.
(11) Places of worship.	See section 80-203. Allowable districts: All.
(12) Portable sawmills.	See section 80-225. Allowable districts: All.
(13) Recreational fields.	See section 80-225. Allowable districts: All.
(14) School, private or special.	See section 80-230. Allowable districts: All.
(15) Senior housing.	See section 80-233. Allowable districts: All except M-1, M-2.
(16) Stadium (off-site) associated with a private school.	See section 80-235. Allowable districts: All.

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- (f) *R-4—Development standards.* Unless otherwise provided in this chapter, uses permitted in the R-4 zoning district shall conform to the following standards:

Minimum front yard setback	25 feet
Minimum front yard setback a. Along any street larger than a collector street	35 feet
Minimum side yard setback a. Adjacent to interior line	10 feet
Minimum rear yard setback	20 feet
Minimum lot area	¼ acre (10,890 square feet)
Minimum lot width	75 feet

- (g) *R-4—Building height and form.*

Maximum height	48 feet
Maximum lot coverage	55 percent
Minimum heated floor (minimum living area)	1,400 feet

- (h) *R-4—Design standards.* Unless otherwise provided in this chapter, uses permitted in the R-4 district shall conform to the following design standards:
- (1) Accessory structures may be located in the rear or side yards only but not be located within a setback. Habitable accessory structures must be constructed with materials similar as those of the principal structure.
 - (2) Off-street parking shall be provided as specified in article IX.
 - (3) Buffers shall be provided as specified in article X.

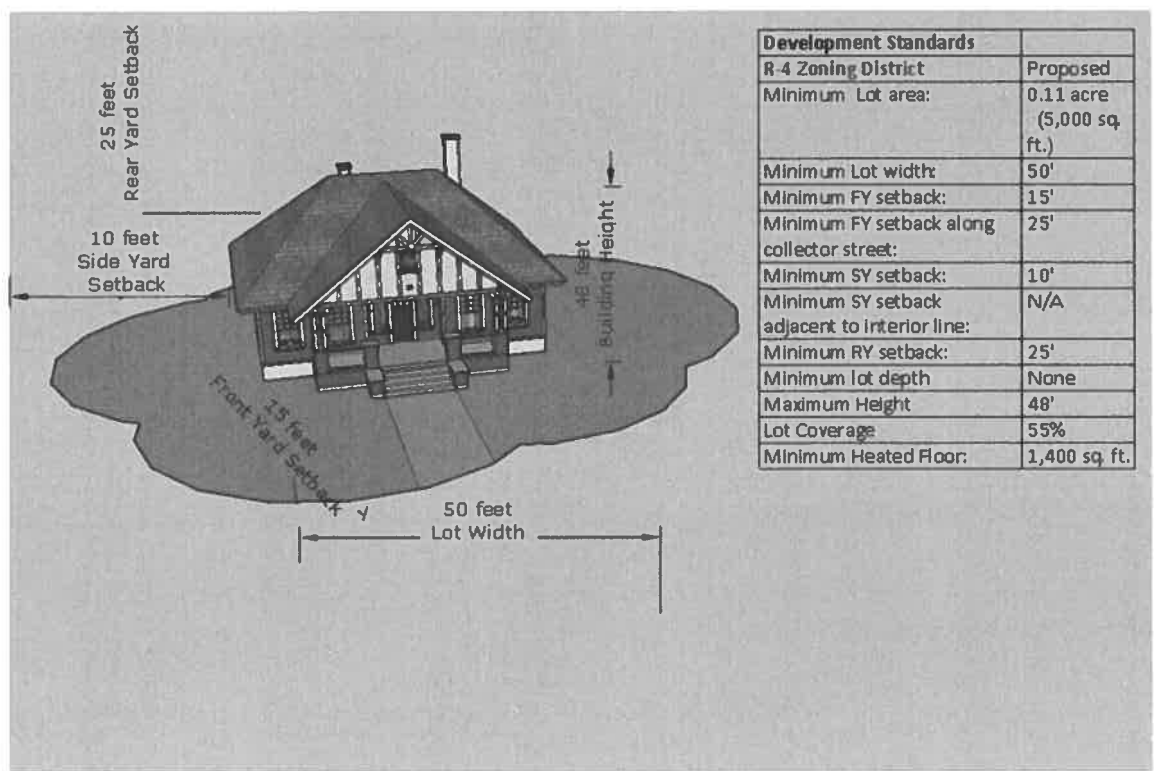
Figure 80-75a. R-4: Typical Lot Pattern



Figure 80-75b. R-4: Typical Building Form



Figure 80-75c. R-4: Typical Building/Lot Configuration



(i) *R-4—Other regulations.* The headings below contain provisions applicable to uses allowed in the R-4 Single-family Residential Zoning District:

*Chapter
Number*

- Fire CodesChapter 29
- Manufactured and Mobile HomesChapter 38
- Solid WasteChapter 47
- Traffic and VehiclesChapter 56
- Building RegulationsChapter 62
- EnvironmentChapter 65
- Soil Erosion and Sedimentation ControlChapter 65
- Stormwater ManagementChapter 65
- Stream Buffer ProtectionChapter 65
- Flood Damage PreventionChapter 68
- Land Development RegulationsChapter 71
- LandscapingChapter 74
- SubdivisionsChapter 77

ZoningChapter 80

Overlay DistrictsChapter 80

Home OccupationChapter 80

FencingChapter 80

Off-Street ParkingChapter 80

Use PermitsChapter 80

Non-ConformingChapter 80

AppealsChapter 80

SignsChapter 80

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. No. 2013-20, § 1(Exh. A), 9-9-2013; Ord. No. 2013-20, § 1(Exh. A), 9-9-2013; Ord. No. 2017-05, § 1(Exh. A), 5-22-2017; Ord. of 10-28-2019(1); Ord. No. 2022-235, § 1, 3-28-2022; Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Sec. 80-76. Reserved.

Editor's note(s)—An ordinance adopted Oct. 28, 2019, repealed § 80-76, which pertained to the DP-6 (two-family) residential district, and derived from Ord. No. 2012-04, § 1(Exh. A), June 11, 2012.

Sec. 80-77. Reserved.

Editor's note(s)—An ordinance adopted Oct. 28, 2019, repealed § 80-77, which pertained to the RM-4 Multifamily Residential District, and derived from Ord. No. 2012-04, § 1(Exh. A), adopted June 11, 2012.

Sec. 80-78. Reserved.

Editor's note(s)—An ordinance adopted Oct. 28, 2019, repealed § 80-78, which pertained to the RM-8 Multifamily Residential District, and derived from Ord. No. 2012-04, § 1(Exh. A), adopted June 11, 2012.

Sec. 80-79. R-CT—Residential Condominium/Townhouse District.

- (a) *R-CT—Intent.* Regulations set forth in this section are the R-CT Residential Condominium/Townhouse District regulations. Article IV should be consulted to determine uses and minimum standards for uses allowed by administrative permit or use permit. The R-CT district is intended to promote cluster type residential development areas that are consistent with medium density, single-family residential districts. The district also provides for closely related uses.
- (b) *R-CT—Use regulations.* Within the R-CT district, land and structures shall be used in accordance with standards herein. Any use not specifically designated as a permitted use in this section or as a use allowed by administrative permit or use permit shall be prohibited.
- (c) *R-CT—Permitted uses.* Structures and land may be used for only the following purposes:
 - (1) Condominiums or townhouses.
 - (2) Family day care homes.

- (3) Single-family detached dwelling.
- (4) Single-family attached dwelling.
- (d) *R-CT—Accessory uses and structures.*
 - (1) Accessory uses and structures incidental to any permitted use.
 - (2) For sale, for rent, or for lease signs in accordance with the sign regulations of this section.
 - (3) Temporary storage pods are intended for a limited period of time and not for permanent storage.
- (e) *R-CT—Conditional uses.*

Uses Subject to an Administrative Permit:	Subject to the requirements of Article IV—Administrative Permit Requirements:
Administrative Permit Uses:	See sections 80-174 through 80-195
(1) Family day care homes.	See section 80-224. Prohibited in multi-family districts.
(2) Golf course.	See section 80-180. Allowable districts: All.
(3) Home occupations.	See section 80-138. Allowable districts: All residential districts.
(4) Recreational court, private.	See section 80-180. Allowable districts: All except C-1, C-2.
(5) Relocated residential structure.	See section 80-184. Allowable districts: R-1, R-2, R-3, R-4, R-CT, RM-12, RM-36.
(6) Swimming pool, private.	See section 80-190. Allowable districts: All except C-1, C-2.
(7) Temporary classroom.	See section 80-192. Allowable districts: All.
(8) Temporary structures.	See section 80-193. Allowable districts: All except emission inspection stations shall be permitted only in non-residential districts except AG.
(9) Utility substations (telephone, electric, or gas, etc.)	See section 80-194. Allowable districts: All.
Uses Subject to a Use Permit:	Subject to the requirements of Article IV—Use Permit Requirements:
Use Permit Uses	See Sections 80-196 through 80-239
(1) Agricultural-related activities.	See section 80-197. Allowable districts: All.
(2) Amateur radio antenna to exceed the administrative height.	See section 80-198. Allowable districts: All.
(3) Antenna tower, and associated structure (radio, t.v., microwave broadcasting, etc.), to exceed the district height.	See section 80-200. Allowable districts: Residential districts, AG (see same heading in section 80-174, for other non-residential districts).
(4) Massage therapy establishments.	See section 80-238. Allowable districts: All.
(5) Places of worship.	See section 80-203. Allowable districts: All.
(6) Portable sawmills.	See section 80-225. Allowable districts: All.
(7) Recreational fields.	See section 80-225. Allowable districts: All.
(8) School, private or special.	See section 80-230. Allowable districts: All.
(9) Senior housing.	See section 80-233. Allowable districts: All except M-1, M-2.
(10) Stadium (off-site) associated with a private school.	See section 80-235. Allowable districts: All.

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- (f) *R-CT—Development standards.* Unless otherwise provided in this chapter, uses permitted in the R-CT zoning district shall conform to the following standards:

Minimum standards attached unit:	
Minimum heated floor area per dwelling unit with a one-car garage:	1,200 square feet
Minimum front yard setback	20 feet
(1) The required front yard on any street larger than a collector street.	45 feet
(2) All yard areas are increased by 10 feet when abutting any single-family district.	
Minimum side yard setback	20 feet
(1) Each group of dwellings shall be separated by a minimum distance of 20 feet at the side yard; otherwise, there is no minimum side yard requirement.	
Minimum rear yard setback	18 feet
Minimum lot area	1 acre (43,560 square feet)
Minimum lot depth	80 feet
Minimum lot width	30 feet
Minimum distance between buildings:	25 feet
Minimum standards detached unit (one building per lot):	
Minimum heated floor area per dwelling unit with a one-car garage:	1,200 square feet
a. Minimum front yard setback	20 feet
b. Minimum side yard setback	5 feet adjacent to interior lot line, except that up to a 5-foot encroachment and maintenance easement may be provided on adjacent parcels, in combination with or in lieu of a side yard, such that a minimum building separation of 10 feet is maintained 10 feet adjacent to street
c. Minimum rear yard setback	10 feet
d. Minimum lot area	3,000 square feet
Minimum accessory structure requirements	Accessory structures may be located in the rear or side yards only but shall not be located within a minimum yard

- (g) *R-CT—Building height and form.*

Maximum height	48 feet
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- (h) *R-CT—Design standards.*

- (1) No building or structure shall contain more than eight dwelling units.
- (2) The façade of each dwelling unit shall be a combination of wood, brick, stone or masonry stucco on concrete (EIFS prohibited). The brick, or stone materials shall comprise not less than 25 percent of the

exterior finishes of the façades of buildings. The architectural design shall be subject to approval by the director of planning.

- (3) No fences or walls shall be constructed in the front yard of a townhouse unit. Fences or walls may be constructed in the rear yards only, those fences or walls must all conform to a consistent design throughout the same project, and that design must be approved by the director of planning.
- (4) All such developments shall provide a minimum five-foot sidewalk along both sides of all internal streets, sodded front yards, pedestrian scale street lighting and one canopy tree for each 50 feet of street frontage.
- (5) Site plans must reserve a minimum of 20 percent of the total lot area as improved open space, and at least ten percent of the total open space must be outside of a required stormwater management area.
- (6) Off-street parking shall be provided as specified in article IX.
- (7) Buffers shall be provided as specified in article X.
- (8) Property maintenance shall be accomplished through a condominium of townhouse association in which membership shall be mandatory. Such maintenance shall encompass all individual lots and all common areas that are not contained within the boundaries of individual lots. Such association by-laws shall be subject to approval by the city administrator and shall be recorded with covenants that shall be subject to approval by the city administrator.

Figure 80-79a. R-CT: Typical Lot Pattern



Figure 80-79b. R-CT: Typical Building Form



Figure 80-79c. R-CT: Typical Building/Lot Configuration



- (i) *R-CT—Other regulations.* The headings below may contain provisions applicable to the R-CT Residential Condominium/Townhouse District:

*Chapter
Number*

Fire CodesChapter 29

Manufactured and Mobile HomesChapter 38

Solid WasteChapter 47

Traffic and VehiclesChapter 56

Building RegulationsChapter 62

EnvironmentChapter 65

Soil Erosion and Sedimentation ControlChapter 65

Stormwater ManagementChapter 65

Stream Buffer ProtectionChapter 65

Flood Damage PreventionChapter 68

Land Development RegulationsChapter 71

LandscapingChapter 74

SubdivisionsChapter 77

ZoningChapter 80

Overlay DistrictsChapter 80

Home OccupationChapter 80

FencingChapter 80

Off-Street ParkingChapter 80

Use PermitsChapter 80

Non-ConformingChapter 80

AppealsChapter 80

SignsChapter 80

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. No. 2015-10, § 1(Exh. A), 7-27-2015; Ord. of 10-28-2019(1); Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Sec. 80-79.1. RM-12—Multi-family Residential Zoning District.

- (a) *RM-12—Intent.* Regulations set forth in this section are the RM-12 Multi-family Residential Zoning District regulations. Article IV should be consulted to determine uses and minimum standards for uses allowed by administrative permit or use permit. The RM-12 district is intended to provide land areas devoted to medium density residential uses on small lots. The district also provides for closely related uses. Land areas zoned RM-12 are further intended to provide a transition between low- and high-density dwelling areas or between low density dwelling areas and non-residential areas.
- (b) *RM-12—Use regulations.* Within the RM-12 district, land and structures shall be used in accordance with standards herein. Any use not specifically designated as a permitted use in this section or as a use allowed by administrative permit or use permit shall be prohibited.
- (c) *RM-12—Permitted uses.* Structures and land may be used for only the following purposes:
 - (1) Two-family dwellings.
 - (2) Multi-family dwellings.

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- (3) Senior housing.
- (d) *RM-12—Accessory uses and structures.*
- (1) Accessory uses and structures incidental to any permitted use.
 - (2) Garages.
 - (3) For sale, for rent, or for lease signs in accordance with the sign regulations of this section.
 - (4) Temporary storage pods are intended for a limited period of time and not for permanent storage.

(d) *RM-12—Conditional uses.*

<i>Uses Subject to an Administrative Permit:</i>	<i>Subject to the requirements of Article IV—Administrative Permit Requirements:</i>
Administrative Permit Uses:	See sections 80-174 through 80-195
(1) Golf course.	See section 80-180. Allowable districts: All.
(2) Home occupations.	See section 80-138. Allowable districts: All residential districts.
(3) Recreational court, private.	See section 80-180. Allowable districts: All except C-1, C-2.
(4) Relocated residential structure	See section 80-183. Allowable districts: All except C-1, C-2. Allowable districts: R-1, R-2, R-3, R-4, R-CT, RM-12, R-36.
(5) Temporary structures.	See section 80-193. Allowable districts: All except emission inspection stations shall be permitted only in non-residential district except AG.
(6) Utility substations (telephone, electric, or gas, etc.).	See section 80-194. Allowable districts: All.
<i>Uses Subject to a Use Permit:</i>	<i>Subject to the requirements of Article IV—Use Permit Requirements:</i>
Use Permit Uses	See Sections 80-196 through 80-239
(1) Agricultural-related activities.	See section 80-197. Allowable districts: All.
(2) Amateur radio antenna to exceed the administrative height.	See section 80-198. Allowable districts: All.
(3) Cemetery and/or mausoleum (human or pet).	See section 80-202. Allowable districts: All except AG.
(4) Massage therapy establishments.	See section 80-203. Allowable districts: Within 2,000 feet of interstate highway right-of-way; within any zoning category other than general commercial (C-2) and DTMU.
(5) Places of worship.	See section 80-203. Allowable districts: All.
(6) Portable sawmills.	See section 80-225. Allowable districts: All.
(7) Recreational fields.	See section 80-227. Allowable districts: All.
(8) School, private or special.	See section 80-230. Allowable districts: All.
(9) Senior housing.	See section 80-233. Allowable districts: All except M-1, M-2.
(10) Stadium (off-site) associated with a private school.	See section 80-235. Allowable districts: All.

- (e) *RM-12—Development standards.* Unless otherwise provided in this chapter, uses permitted in the RM-12 zoning district shall conform to the following standards:

Minimum front yard setback	15 feet
Minimum front yard setback	
a. Along any street larger than a collector street	25 feet
Minimum side yard setback	
a. Adjacent to interior lot line	15 feet
Minimum rear yard setback	25 feet
Minimum lot area	1 acre (43,560 square feet)
Minimum land area per (building) dwelling unit	1,200 square feet
Minimum lot width	75 feet

- (f) *RM-12—Building height and form.*

Maximum height	48 feet
Maximum lot coverage	65 percent
Minimum heated floor (minimum living area):	
(1) Multi-family dwelling:	
a. One-bedroom unit	800 square feet
b. Two-bedroom unit	1,000 square feet
c. Three-bedroom unit	1,200 square feet
(2) Two-family dwelling	1,000 square feet

- (g) *RM-12—Design standards.* Unless otherwise provided in this chapter, uses permitted in the RM-12 district shall conform to the following design standards:

- (1) Accessory structures may be located in the rear or side yards only but not be located within a setback. Habitable accessory structures must be constructed with materials similar as those of the principal structure.
- (2) Off-street parking shall be provided as specified in article IX.
- (3) Buffers shall be provided as specified in article X.

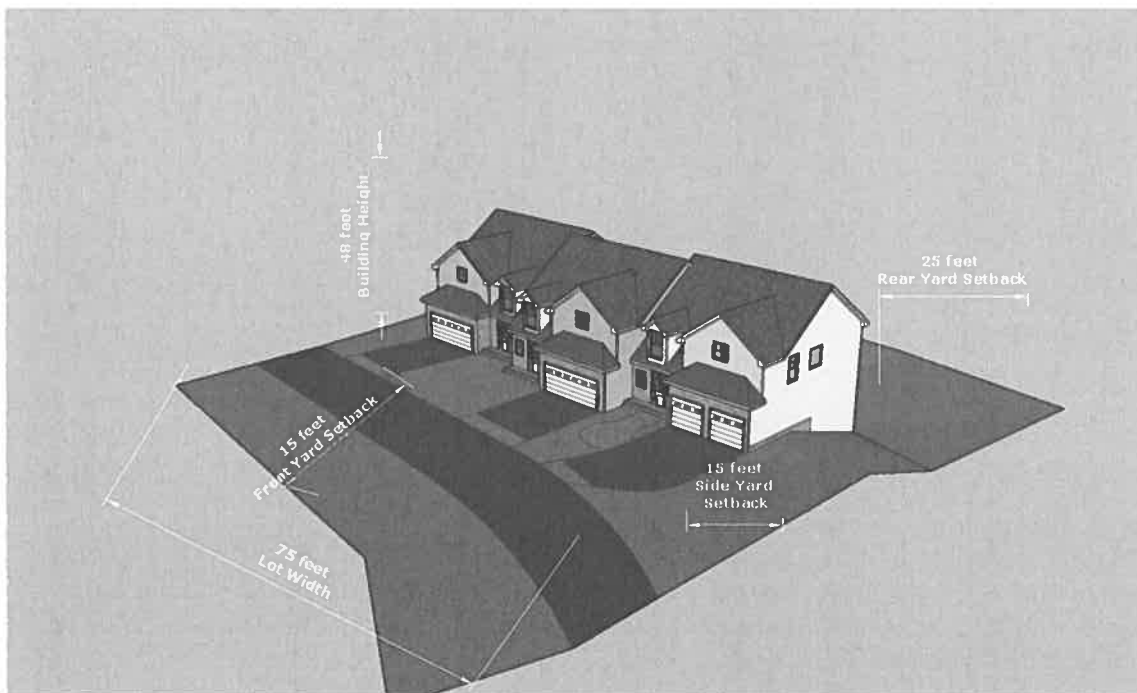
Figure 80-79.1a. RM-12: Typical Lot Pattern



Figure 80-79.1b. RM-12: Typical Building Form



Figure 80-79.1c. RM-12: Typical Building/Lot Configuration



- (h) *RM-12—Other regulations.* The headings below contain provisions applicable to the RM-12 Multi-family Residential Zoning District:

*Chapter
Number*

Fire CodesChapter 29
Manufactured and Mobile HomesChapter 38
Solid WasteChapter 47
Traffic and VehiclesChapter 56
Building RegulationsChapter 62
EnvironmentChapter 65
Soil Erosion and Sedimentation ControlChapter 65
Stormwater ManagementChapter 65
Stream Buffer ProtectionChapter 65
Flood Damage PreventionChapter 68
Land Development RegulationsChapter 71
LandscapingChapter 74
SubdivisionsChapter 77
ZoningChapter 80
Overlay DistrictsChapter 80
Home OccupationChapter 80
FencingChapter 80
Off-Street ParkingChapter 80
Use PermitsChapter 80
Non-ConformingChapter 80
AppealsChapter 80
SignsChapter 80
(Ord. of 10-28-2019(1))

Sec. 80-79.2. RM-36—Multi-family Residential Zoning District.

- (a) *RM-36—Intent.* Regulations set forth in this section are the RM-36 Multi-family Residential Zoning District regulations. Article IV should be consulted to determine uses and minimum standards for uses allowed by administrative permit or use permit. The RM-36 district is intended to promote high density residential development areas devoted for rental units in order to provide a wide range of housing options. The district also provides for closely related uses.
- (b) *RM-36—Use regulations.* Within the RM-36 district, land and structures shall be used in accordance with standards herein. Any use not specifically designated as a permitted use in this section or as a use allowed by administrative permit or use permit shall be prohibited.
- (c) *RM-36—Permitted uses.* Structures and land may be used for only the following purposes:
 - (1) Two-family dwellings.

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- (2) Multi-family dwellings.
- (3) Senior housing.
- (d) *RM-36—Accessory uses and structures.*
 - (1) Accessory uses and structures incidental to any permitted use.
 - (2) Garages.
 - (3) For sale, for rent, or for lease signs in accordance with the sign regulations of this section.
 - (4) Temporary storage pods are intended for a limited period of time and not for permanent storage.
- (e) *RM-36—Conditional uses.*

<i>Uses Subject to an Administrative Permit:</i>	<i>Subject to the requirements of Article IV—Administrative Permit Requirements:</i>
Administrative Permit Uses:	See sections 80-174 through 80-195
(1) Golf course.	See section 80-180. Allowable districts: All.
(2) Home occupations.	See section 80-138. Allowable districts: All residential districts.
(3) Recreational court, private.	See section 80-182. Allowable districts: All.
(4) Relocated residential structure	See section 80-183. Allowable districts: All.
<i>Uses Subject to a Use Permit:</i>	<i>Subject to the requirements of Article IV—Use Permit Requirements:</i>
Use Permit Uses	See Sections 80-196 through 80-239
(1) Agricultural-related activities.	See section 80-197. Allowable districts: All.
(2) Amateur radio antenna to exceed the administrative height.	See section 80-198. Allowable districts: All.
(3) Cemetery and/or mausoleum (human or pet).	See section 80-202. Allowable districts: All except AG.
(4) Massage therapy establishments.	See section 80-203. Allowable districts: Within 2,000 feet of interstate highway right-of-way; within any zoning category other than general commercial (C-2) and DTMU.
(5) Places of worship.	See section 80-203. Allowable districts: All.
(6) Portable sawmills.	See section 80-225. Allowable districts: All.
(7) Recreational fields.	See section 80-227. Allowable districts: All.
(8) School, private or special.	See section 80-230. Allowable districts: All.
(9) Senior housing.	See section 80-233. Allowable districts: All except M-1, M-2.
(10) Stadium (off-site) associated with a private school.	See section 80-235. Allowable districts: All.
(11) Swimming pool, private.	See section 80-190. Allowable districts: All except C-1, C-2.
(12) Temporary classroom.	See section 80-192. Allowable districts: All.
(13) Utility substations (telephone, electric, or gas, etc.)	See section 80-194. Allowable districts: All.

- (f) *RM-36—Development standards.* Unless otherwise provided in this chapter, uses permitted in the RM-36 zoning district shall conform to the following standards:

Minimum front yard setback:	35 feet
a. Along any street larger than a collector street	45 feet
b. All yards are increased by 10 feet when abutting any single-family district.	
Minimum side yard setback:	
a. All yard areas are increased by 10 feet when abutting any single-family district.	10 feet
Minimum rear yard setback:	
a. All yards are increased by 10 feet when abutting any single-family district.	15 feet
Minimum lot area	1 acre (43,560 square feet)
Minimum land area per (building) dwelling unit	1,200 square feet
Minimum lot width	75 feet

(g) *RM-36—Building height and form.*

Maximum height	48 feet
Maximum lot coverage	65 percent
Minimum heated floor (minimum living area)	1,200 feet
Minimum distance between buildings	20 feet
Minimum heated floor area:	
a. One-bedroom unit	600 square feet
b. Two-bedroom unit	800 square feet
c. Three-bedroom unit	1,000 square feet

(h) *RM-36—Design standards.* Unless otherwise provided in this chapter, uses permitted in the RM-36 district shall conform to the following design standards:

- (1) Minimum accessory structure requirements. Accessory structures may be located in the rear or side yards only but shall not be located within a minimum yard.
- (2) Site plans must reserve a minimum of 30 percent of the total lot area as improved open space, independent of any stormwater management structures or required yards. This area may be reduced by the provisions of section 80-372, District buffer standards.
- (3) The developer may in lieu of an on-site reservation of open space, contribute to an escrow account earmarked for acquisition of public open space to be located in the vicinity of the site.
- (4) Off-street parking shall be provided as specified in article IX.
- (5) Buffers shall be provided as specified in article X.

Figure 80-79.2a. RM-36: Typical Lot Pattern

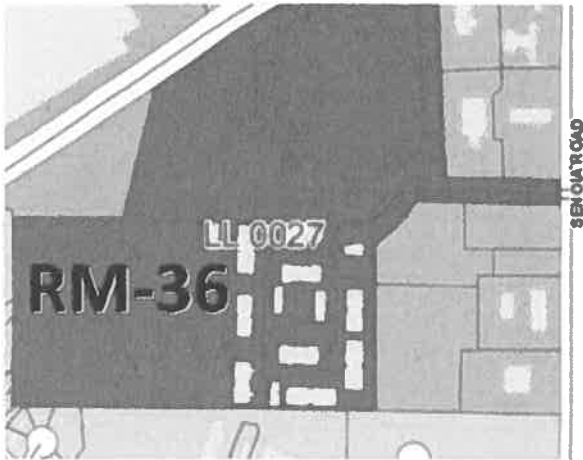
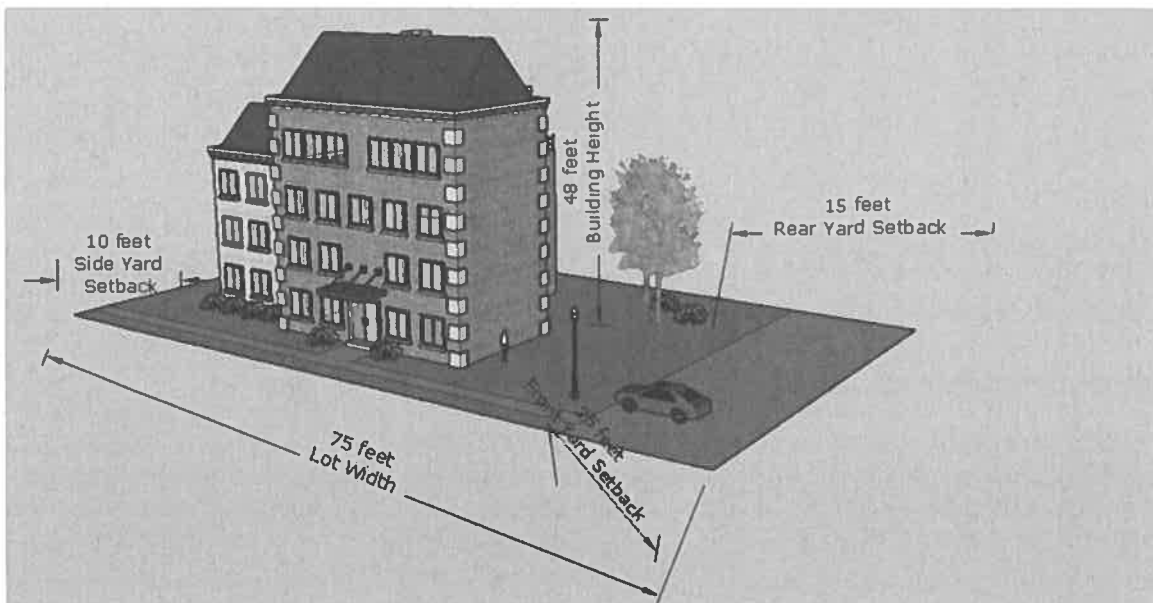


Figure 80-79.2b. RM-36: Typical Building Form



Figure 80-79.2c. RM-36: Typical Building/Lot Configuration



- (i) *RM-36—Other regulations.* The headings below contain provisions applicable to the RM-36 Multi-family Residential Zoning District:

*Chapter
Number*

Fire CodesChapter 29

Manufactured and Mobile HomesChapter 38

Solid WasteChapter 47
Traffic and VehiclesChapter 56
Building RegulationsChapter 62
EnvironmentChapter 65
Soil Erosion and Sedimentation ControlChapter 65
Stormwater ManagementChapter 65
Stream Buffer ProtectionChapter 65
Flood Damage PreventionChapter 68
Land Development RegulationsChapter 71
LandscapingChapter 74
SubdivisionsChapter 77
ZoningChapter 80
Overlay DistrictsChapter 80
Home OccupationChapter 80
FencingChapter 80
Off-Street ParkingChapter 80
Use PermitsChapter 80
Non-ConformingChapter 80
AppealsChapter 80
SignsChapter 80
(Ord. No. Z2013-03, § 1(exh. A), 4-22-2013; Ord. of 10-28-2019(1))

Sec. 80-80. O&I—Office Institutional Zoning District.

- (a) *O&I—Intent.* Regulations set forth in this section are the O&I Office Institutional Zoning District regulations. Article IV should be consulted to determine uses and minimum standards for uses allowed by administrative permit or use permit. The O&I district is to provide for the compatible transition from commercial and residential development to limited office and institutional development at selected locations within the city.
- (b) *O&I—Use regulations.* Within the O&I district, land and structures shall be used in accordance with standards herein. Any use not specifically designated as a permitted use in this section or as a use allowed by administrative permit or use permit shall be prohibited.
- (c) *O&I—Permitted uses.* Structures and land may be used for only the following purposes:
 - (1) Banking and financial institutions.
 - (2) Child day care center (small, medium and large), subject to a use permit.
 - (3) Churches and other places of worship, subject to a use permit.
 - (4) Educational services.

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- (5) Funeral services and homes.
 - (6) Group residence (small, medium, large), subject to a use permit.
 - (7) Group residence/shelter (small, medium, large), subject to a use permit.
 - (8) Medical/health services.
 - (9) Planned office and institutional parks.
 - (10) Professional and business offices.
- (d) *O&I—Accessory uses and structures.*
- (1) Accessory uses and structures incidental to any permitted use.
 - (2) Minimum accessory structure requirements: Accessory structures may be located in the rear or side yards only but shall not be located within a minimum yard.
 - (3) For sale, for rent, or for lease signs in accordance with the sign regulations of this section.
 - (4) Temporary storage pods are intended for a limited period of time and not for permanent storage.
- (e) *O&I—Conditional uses.*

<i>Uses Subject to an Administrative Permit:</i>	<i>Subject to the requirements of Article IV—Administrative Permit Requirements:</i>
Administrative Permit Uses:	See sections 80-174 through 80-195
(1) Amateur radio antenna to exceed the district height.	See section 80-176. Allowable districts: All.
(2) Antenna, tower, and associated structures (radio broadcasting, t.v. broadcasting, microwave broadcasting, etc.), to exceed the district height.	See section 80-177. Allowable districts: O&I, C-2, DTMU, M-1 and M-2 (see use permit, for use in residential and the AG district).
(3) Club.	See section 80-178. Allowable districts: O&I, C-1, C-2.
(4) Event, special indoor/outdoor (less than 75 persons).	See section 80-179. Allowable districts: O&I, C-1, C-2, DTMU, M-1, M-2, P&O, AG and residential districts in conjunction with an institutional use, such as a place of worship or a school, or for the benefit of charity such as tours of homes, show houses, and the like.
(5) Farmers market.	See section 80-179.1. Allowable districts: O&I, DTMU, C-1, C-2, M-1, M-2 and P&O. Allowable in AG and residentially zoned districts only when the property is occupied by a church, school, lodge/retreat, farm, plant nursery, etc., existing as a conforming or a lawful non-conforming nonresidential use. The issuance of this permit does not constitute an expansion or extension of a nonconforming use.
(6) Golf course.	See section 80-180. Allowable districts: All.
(7) Home occupations.	See section 80-138. Allowable districts: All residential districts.
(8) Parking, off-site and shared.	See section 80-181. Allowable districts: O&I, DTMU, C-1, C-2.
• Whenever parking as required in article IX cannot be accomplished, shared parking in accordance with article IX may be approved via an administrative permit provided:	

- a. If the off-site parking is committed for a specified period of time, the duration of the administrative permit shall be limited to the period of time stipulated therein.
- b. No more than 20 percent of the total parking requirement may be provided off-site via an administrative permit.
- c. The property must be located no more than 300 feet from the principal use with pedestrian access provided between the sites as may be required by the department of planning and zoning.

(9) Recreational court, public.	See section 80-183. Allowable districts: O&I, C-1, C-2, M-1, M-2 and P&O with standards.
(10) Revival tent.	See section 80-186. Allowable districts: O&I, C-1, C-2, and P&O with standards. In AG or R districts, a revival tent may be placed only on property occupied by an existing building used as a place of worship.
(11) Swimming pool, private.	See section 80-190. Allowable districts: All except C-1, C-2.
(12) Swimming pool, public.	See section 80-191. Allowable districts: O&I, C-1, C-2, and P&O.
(13) Temporary classroom.	See section 80-192. Allowable districts: All.
(14) Temporary structure.	See section 80-193. Allowable districts: All, except emission inspection stations shall be permitted only in non-residential districts except AG.
(15) Utility substations (telephone, electric, or gas, etc.).	See section 80-194. Allowable districts: All with standards.
Uses Subject to a Use Permit:	Subject to the requirements of Article IV—Use Permit Requirements:
Use Permit Uses	See Sections 80-196 through 80-239
(1) Agricultural-related activities.	See section 80-197. Allowable districts: All with standards.
(2) Amateur radio antenna to exceed the administrative height.	See section 80-198. Allowable districts: All with standards.
(3) Amphitheaters.	See section 80-199. Allowable districts: AG, O&I, C-1, C-2.
(4) Cemetery and/or mausoleum (human or pet).	See section 80-202. Allowable districts: All except AG with standards.
(5) Child day care center.	See section 80-208. Allowable districts: R-1, R-2, R-3, O&I and P&O with standards.
(6) Driving range (not associated with a golf course).	See section 80-209. Allowable districts: O&I, C-1, C-2 and M-1 with standards.
(7) Event, special indoor/outdoor (more than 75 persons).	See section 80-179. Allowable districts: O&I, C-1, C-2, DTMU, M-1, M-2, AG, P&O and residential districts in conjunction with an institutional use, such as a place of worship or a school, or for the benefit of charity such as tours of homes, show houses, and the like.
(8) Massage therapy establishments.	See section 80-238 for locational standards.
(9) Mobile food truck.	See section 80-237. Allowable districts: O&I, C-1, C-2, DTMU, M-1, M-2 and P&O.
(10) Places of worship.	See section 80-203. Allowable districts: All.

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(11) Personal care home/assisted living.	See section 80-224. Allowable districts: C-1, C-2, O&I.
(12) Portable sawmills.	See section 80-225. Allowable districts: All.
(13) Recreational fields.	See section 80-227. Allowable districts: All.
(14) School, private or special.	See section 80-230. Allowable districts: All.
(15) Colleges, universities and trade schools, private.	See section 80-230. Allowable districts: C-1, C-2, DTMU, M-1, M-2, O&I and P&O.
(16) Senior housing.	See section 80-233. Allowable districts: All except M-1, M-2.
(17) Skywalks.	See section 80-234. Allowable districts: AG, O&I, C-1, C-2.
(18) Stadium (off-site) associated with a private school.	See section 80-235. Allowable districts: All.
(19) Swimming pool, private.	See section 80-190. Allowable districts: All except C-1, C-2.
(20) Temporary classroom.	See section 80-192. Allowable districts: All.
(21) Utility substations (telephone, electric, or gas, etc.).	See section 80-194. Allowable districts: All.

- (f) *O&I—Development standards.* Unless otherwise provided in this chapter, uses permitted in the O&I zoning district shall conform to the following standards:

Minimum front yard setback:	35 feet
a. Along any street larger than a collector street	40 feet
b. All yards are increased by 10 feet when abutting any single-family district	
Minimum side yard setback:	15 feet
a. All yard areas are increased by 10 feet when abutting any single-family district.	
Minimum rear yard setback:	25 feet
a. All yards are increased by 10 feet when abutting any single-family district	
Minimum lot area	0.46 acre (20,000 square feet)
Minimum land area per (building) dwelling unit	1,200 square feet
Minimum width of lot frontage or width at building line	50 feet

- (g) *O&I—Building height and form.*

Maximum height	48 feet
Maximum lot coverage	50 percent

- (h) *O&I—Design standards.* In order to establish and maintain the O&I (office institutional) district as a quality area, compatible with surrounding uses, which will preserve the investments of all land owners and developers, as well as the tax base of the city, the lot area covered by buildings and parking areas shall not exceed 50 percent of the total lot area and all construction and development within the O&I district must comply with the following site improvement and development standards:

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- (1) All operations and activities, except loading and unloading in connection with office building uses, shall be conducted within a completely enclosed building.
 - (2) Off-street parking shall be provided as specified in article IX.
 - (3) Buffers shall be provided as specified in article X.
- (i) *O&I—Other regulations.* The headings below contain provisions applicable to the O&I Office Institutional Zoning District:

*Chapter
Number*

Fire CodesChapter 29

Manufactured and Mobile HomesChapter 38

Solid WasteChapter 47

Traffic and VehiclesChapter 56

Building RegulationsChapter 62

EnvironmentChapter 65

Soil Erosion and Sedimentation ControlChapter 65

Stormwater ManagementChapter 65

Stream Buffer ProtectionChapter 65

Flood Damage PreventionChapter 68

Land Development RegulationsChapter 71

LandscapingChapter 74

SubdivisionsChapter 77

ZoningChapter 80

Overlay DistrictsChapter 80

Home OccupationChapter 80

FencingChapter 80

Off-Street ParkingChapter 80

Use PermitsChapter 80

Non-ConformingChapter 80

AppealsChapter 80

SignsChapter 80

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. No. 2012-12, § 1, 10-8-2012; Ord. of 10-28-2019(1))

Sec. 80-81. Reserved.

Editor's note(s)—An ordinance adopted Oct. 28, 2019 repealed § 80-81, which pertained to the DC-1 Historic Downtown Commercial District and derived from Ord. No. 2012-04, § 1(Exh. A), adopted June 11, 2012.

Sec. 80-82. Reserved.

Editor's note(s)—An ordinance adopted Oct. 28, 2019 repealed § 80-82, which pertained to the DC-2 Downtown Commercial District and derived from Ord. No. 2012-04, § 1(Exh. A), adopted June 11, 2012.

Sec. 80-82.1. DTMU—Downtown Mixed-Use Zoning District.

(a) *DTMU—Intent.* Regulations set forth in this section are the DTMU downtown commercial and historic downtown commercial district regulations. Article IV should be consulted to determine uses and minimum standards for uses allowed by administrative permit or use permit. The purpose of the downtown commercial and historic downtown commercial districts are to:

- (1) Complement retail and office uses in the historic downtown core; and
- (2) To reinforce the historic downtown as the focus of community activity.

The DTMU district is intended to promote a vibrant downtown and opportunities for social interaction consistent with its historic role. To promote and preserve the DTMU district, businesses which increase the number of vehicles in the downtown, and uses which require excessive outside storage, are prohibited.

(b) *DTMU—Use regulations.* Within the DTMU district, land and structures shall be used in accordance with the standards herein. Any use not specifically designated as a permitted use in this section, or as a use allowed by use permit shall be prohibited.

(c) *DTMU—Permitted uses.* Permitted uses are allowed in the O&I, C-1, C-2, and RM-12 districts.

Structures and land may be used for only the following purposes:

- (1) Office and institutional services and similar uses, including:
 - a. Accounting, auditing, and bookkeeping services.
 - b. Advertising agencies, outdoor advertising services.
 - c. Banking and financial institutions.
 - d. Commercial art and graphic design.
 - e. Computer repair, programming services and stores.
 - f. Dance studios, schools, and halls.
 - g. Employment services.
 - h. Engineering, architectural, and surveying services.
 - i. Insurance agencies, agents, brokers and services.
 - j. Labor unions and similar labor organizations.
 - k. Land subdivides and developers (except cemeteries).
 - l. Legal services.
 - m. Libraries.

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- n. Management and public relations services.
 - o. Medical equipment rental and leasing.
 - p. Museums.
 - q. Offices and clinics of doctors of medicine, dentists, doctors of osteopathy, chiropractors, optometrists, podiatrists, nurses, and health practitioners.
 - r. Pension, health and welfare funds services.
 - s. Photographic studios and photography services.
 - t. Political organizations.
 - u. Real estate operators and lessors, agents and managers.
 - v. Research and development services (excluding testing laboratories).
 - w. Secretarial and court reporting services.
 - x. Security systems services.
 - y. Tax return preparation services.
 - z. Theatrical producers (except motion picture).
 - aa. Title abstract offices.
- (2) Recreational and similar uses, including:
- a. Bowling centers.
 - b. Membership sports and recreation clubs.
 - c. Sports and recreational camps.
- (3) Retail services and similar uses, including:
- a. Antique stores.
 - b. Auto and home supply stores.
 - c. Barber shops.
 - d. Bicycle shops.
 - e. Book stores.
 - f. Cable and other pay television services.
 - g. Camera and photographic supply stores.
 - h. Candy, nut, and confectionery stores.
 - i. Computer and computer software stores.
 - j. Dance studios, schools, and halls.
 - k. Department stores.
 - l. Drapery, curtain and upholstery stores.
 - m. Drop-off laundry, garment services, and agents for laundries and dry-cleaners.
 - n. Drug stores.

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- o. Electrical and electronic repair shops.
 - p. Floor covering stores.
 - q. Florists.
 - r. Fruit and vegetable markets.
 - s. Furniture stores.
 - t. Gift, novelty, and souvenir shops.
 - u. Grocery stores.
 - v. Hardware stores.
 - w. Hobby, toy and game shops.
 - x. Home furnishings stores.
 - y. Hotels, motels, and residential facilities, or other similar accommodations: Provided that no guest room shall have direct access to the exterior of the building except through a main or central lobby; that the main or central lobby must have an area of at least 700 square feet; and that the main or central lobby must have a management employee on duty 24 hours per day and seven days per week.
 - z. Household appliance stores.
 - aa. Jewelry stores.
 - bb. Men's, women's, and children's clothing, specialty shops, shoes, and accessory stores.
 - cc. Optical goods stores.
 - dd. Paint, glass, and wallpaper stores.
 - ee. Photocopying and duplicating stores.
 - ff. Radio and television repair shops and stores.
 - gg. Bakeries.
 - hh. Reupholstery and furniture repair.
 - ii. Shoe repair shops and shoeshine parlors.
 - jj. Sporting goods stores.
 - kk. Telephone communications.
 - ll. Tobacco and cigars stores.
 - mm. Used merchandise.
 - nn. Watch, clock, and jewelry repair.
- (4) Other uses, including:
- a. Art galleries.
 - b. Bed and breakfast.
 - c. Civic, social, and fraternal associations.
 - d. Coin-operated laundries and drycleaning.

- e. Film, music studios and services allied to film and music production.
- f. Motion picture theaters (except drive-in).
- g. Physical fitness facilities.
- h. Restaurants and eating and drinking establishments.
- i. Sewing, needlework, and piece goods stores.
- j. Transportation, tour operators, and travel agencies (excluding trucking).

(d) *DTMU—Accessory uses and structures.*

- (1) Accessory uses and structures incidental to any permitted use.
- (2) Minimum accessory structure requirements: Accessory structures may be located in the rear or side yards only but shall not be located within a minimum yard.
- (3) Accessory buildings and uses customarily incidental to the permitted uses, provided that the square footage devoted to storage not to exceed 25 percent of the total building square footage.
- (4) For sale, for rent, or for lease signs in accordance with the sign regulations of this section.
- (5) Temporary storage pods are intended for a limited period of time and not for permanent storage.

(e) *DTMU—Conditional uses.*

<i>Uses Subject to an Administrative Permit:</i>	<i>Subject to the requirements of Article IV—Administrative Permit Requirements:</i>
Administrative Permit Uses:	See sections 80-174 through 80-195
(1) Amateur radio antenna to exceed the district height.	See section 80-176. Allowable districts: All.
(2) Antenna, tower, and associated structures (radio broadcasting, t.v. broadcasting, microwave broadcasting, etc.), to exceed the district height.	See section 80-177. Allowable districts: O&I, C-2, DTMU, M-1 and M-2 (see use permit, for use in residential and the AG district).
(3) Club.	See section 80-178. Allowable districts: O&I, C-1, C-2.
(4) Event, special indoor/outdoor (less than 75 persons).	See section 80-179. Allowable districts: O&I, C-1, C-2, DTMU, M-1, M-2, AG, P&O and residential districts in conjunction with an institutional use, such as a place of worship or a school, or for the benefit of charity such as tours of homes, show houses, and the like.
(5) Farmers market	See section 80-179.1. Allowable districts: O&I, DTMU, C-1, C-2, M-1, M-2, and P&O. Allowable in AG and residentially zoned districts only when the property is occupied by a church, school, lodge/retreat, farm, plant nursery, etc., existing as a conforming or a lawful non-conforming nonresidential use. The issuance of this permit does not constitute an expansion or extension of a nonconforming use.
(6) Golf course.	See section 80-180. Allowable districts: All.
(7) Home occupations.	See section 80-138. Allowable districts: All residential districts.
(8) Parking, off-site and shared.	See section 80-181. Allowable districts: O&I, DTMU, C-1, C-2.

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• Whenever parking as required in article IX cannot be accomplished, shared parking in accordance with article IX may be approved via an administrative permit provided: a. If the off-site parking is committed for a specified period of time, the duration of the administrative permit shall be limited to the period of time stipulated therein. b. No more than 20 percent of the total parking requirement may be provided off-site via an administrative permit. c. The property must be located no more than 300 feet from the principal use with pedestrian access provided between the sites as may be required by the department of planning and zoning.	
(9) Recreational court, public.	See section 80-183. Allowable districts: O&I, C-1, C-2, M-1, M-2 and P&O with standards.
(10) Revival tent.	See section 80-186. Allowable districts: O&I, C-1, C-2, and P&O with standards. In AG or R districts, a revival tent may be placed only on property occupied by an existing building used as a place of worship.
(11) Swimming pool, private.	See section 80-190. Allowable districts: All except C-1, C-2.
(12) Swimming pool, public.	See section 80-191. Allowable districts: O&I, C-1, C-2, and P&O.
(13) Temporary classroom.	See section 80-192. Allowable districts: All.
(14) Temporary structure.	See section 80-193. Allowable districts: All, except emission inspection stations shall be permitted only in non-residential districts and except AG.
(15) Utility substations (telephone, electric, or gas, etc.).	See section 80-194. Allowable districts: All with standards.
Uses Subject to a Use Permit:	Subject to the requirements of Article IV—Use Permit Requirements:
Use Permit Uses	See Sections 80-196 through 80-239
(1) Agricultural-related activities.	See section 80-197. Allowable districts: All with standards.
(2) Amateur radio antenna to exceed the administrative height.	See section 80-198. Allowable districts: All with standards.
(3) Amphitheaters.	See section 80-199. Allowable districts: AG, O&I, C-1, C-2.
(4) Cemetery and/or mausoleum (human or pet).	See section 80-202. Allowable districts: All except AG with standards.
(5) Child day care center.	See section 80-208. Allowable districts: R-1, R-2, R-3, O&I, and P&O with standards.
(6) Driving range (not associated with a golf course).	See section 80-209. Allowable districts: O&I, C-1, C-2 and M-1 with standards.
(7) Event, special indoor/outdoor (more than 75 persons).	See section 80-179. Allowable districts: O&I, C-1, C-2, DTM, M-1, M-2, P&O, AG and residential districts in conjunction with an institutional use, such as a place of worship or a school, or for the benefit of charity such as tours of homes, show houses, and the like.
(8) Massage therapy establishments.	See section 80-238 for locational standards.

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(9) Mobile food truck.	See section 80-237. Allowable districts: O&I, C-1, C-2, DTMU, M-1, M-2, and P&O.
(10) Places of worship.	See section 80-203. Allowable districts: All.
(11) Personal care home/assisted living.	See section 80-224. Allowable districts: C-1, C-2, O&I.
(12) Portable sawmills.	See section 80-225. Allowable districts: All.
(13) Recreational fields.	See section 80-227. Allowable districts: All.
(14) School, private or special.	See section 80-230. Allowable districts: All.
(15) Colleges, universities and trade schools, private.	See section 80-230. Allowable districts: C-1, C-2, DC-1, DTMU, M-1, M-2, O&I, and P&O.
(16) Senior housing.	See section 80-233. Allowable districts: All except M-1, M-2.
(17) Skywalks.	See section 80-234. Allowable districts: AG, O&I, C-1, C-2.
(18) Stadium (off-site) associated with a private school.	See section 80-235. Allowable districts: All.
(19) Swimming pool, private.	See section 80-190. Allowable districts: All except C-1, C-2.
(20) Temporary classroom.	See section 80-192. Allowable districts: All.
(21) Utility substations (telephone, electric, or gas, etc.).	See section 80-194. Allowable districts: All.

- (f) *DTMU—Development standards.* Unless otherwise provided in this chapter, uses permitted in the DTMU zoning district shall conform to the following standards:

Minimum front yard setback	None
Minimum side yard setback: a. All yard areas are increased by 15 feet when abutting any single-family district.	None
Minimum rear yard setback: a. All yards are increased by 15 feet when abutting any single-family district.	None
Minimum lot area	None
Minimum width of lot frontage or width at building line	None

- (g) *DTMU—Building height and form.*

Maximum height	48 feet
Maximum lot coverage a. Including accessory structures.	80 percent

- (h) *DTMU—Design standards.* Unless otherwise provided in this chapter, uses permitted in the DTMU district shall conform to the following design standards:

- (1) All outside storage of materials and equipment must be completely screened from public view from adjacent properties and streets by opaque fencing or other screening.
- (2) All outside display of merchandise or products must not impede parking or pedestrian walks and must not violate the requirements of the Americans with Disabilities Act of 1990, as amended.

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- (3) Off-street parking shall be provided as specified in article IX.
 - (4) Buffers shall be provided as specified in article X.
 - (i) *DTMU—Other regulations.* The headings below contain provisions applicable to the DTMU district:

Chapter

Number

Fire CodesChapter 29

Manufactured and Mobile HomesChapter 38

Solid WasteChapter 47

Traffic and VehiclesChapter 56

Building RegulationsChapter 62

EnvironmentChapter 65

Soil Erosion and Sedimentation ControlChapter 65

Stormwater ManagementChapter 65

Stream Buffer ProtectionChapter 65

Flood Damage PreventionChapter 68

Land Development RegulationsChapter 71

LandscapingChapter 74

SubdivisionsChapter 77

ZoningChapter 80

Overlay DistrictsChapter 80

Home OccupationChapter 80

FencingChapter 80

Off-Street ParkingChapter 80

Use PermitsChapter 80

Non-ConformingChapter 80

AppealsChapter 80

SignsChapter 80

(Ord. of 10-28-2019(1))

Sec. 80-83. C-1—Neighborhood Commercial Zoning District.

- (a) *C-1—Intent.* Regulations set forth in this section are the C-1 Neighborhood Commercial Zoning District regulations. Article IV should be consulted to determine uses and minimum standards for uses allowed by administrative permit or use permit. The C-1 neighborhood commercial district is to serve the convenience and pedestrian needs of surrounding residents.

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- (b) *C-1—Use regulations.* Within the C-1 district, land and structures shall be used in accordance with the standards herein. Any use not specifically designated as a permitted use in this section or as a use allowed by use permit shall be prohibited.
- (c) *C-1—Permitted uses.* Structures and land may be used for only the following purposes:
- (1) Office and institutional services and similar uses, including:
- a. Art studios, galleries, halls and schools.
 - b. Banking and financial institutions.
 - c. Clubhouse.
 - d. Dance studios, halls and schools.
 - e. Insurance agencies, agents, brokers, and services.
 - f. Legal service offices.
 - g. Martial arts facilities.
 - h. Music studios, halls and schools.
 - i. Photography studios.
 - j. Physical fitness facilities.
 - k. Real estate agencies, agents, brokers, and services.
 - l. Theatrical producers (except motion picture).
- (2) Retail services and similar uses, including:
- a. Bicycle repair shops.
 - b. Book stores.
 - c. Camera and photographic supply stores.
 - d. Candy, nut, and confectionery stores.
 - e. Dairy products stores.
 - f. Delicatessens.
 - g. Drop-off laundry, garment services and agents for laundries and drycleaners.
 - h. Drug stores and proprietary stores.
 - i. Florists.
 - j. Fruit and vegetable markets.
 - k. Gift, novelty, and souvenir shops.
 - l. Hardware stores.
 - m. Hobby, toys, and games shops.
 - n. Jewelry stores.
 - o. Lock smith.
 - p. Men's, women's, and children's apparel, shoes, and accessory stores.
 - q. Sporting goods stores.

- r. Stationery stores.
 - s. Tobacco and cigar stores.
 - t. Used merchandise stores.
- (3) Personal services and similar uses, including:
- a. Barber shops.
 - b. Beauty shops.
 - c. Shoe repair and shoeshine shops.
- (d) *C-1—Accessory uses and structures*
- (1) Accessory uses and structures incidental to any permitted use.
 - (2) Minimum accessory structure requirements: Accessory structures may be located in the rear or side yards only but shall not be located within a minimum yard.
 - (3) Accessory buildings and uses customarily incidental to the permitted uses, provided that the square footage devoted to storage not to exceed 25 percent of the total building square footage.
 - (4) For sale, for rent, or for lease signs in accordance with the sign regulations of this section.
 - (5) Temporary storage pods are intended for a limited period of time and not for permanent storage.
- (e) *C-1—Conditional uses.*

<i>Uses Subject to an Administrative Permit:</i>	<i>Subject to the requirements of Article IV—Administrative Permit Requirements:</i>
Administrative Permit Uses:	See sections 80-174 through 80-195
(1) Amateur radio antenna to exceed the district height.	See section 80-176. Allowable districts: All.
(2) Club.	See section 80-178. Allowable districts: O&I, C-1, C-2.
(3) Event, special indoor/outdoor (less than 75 persons).	See section 80-179. Allowable districts: O&I, C-1, C-2, DTMU, M-1, M-2, P&O, AG and residential districts in conjunction with an institutional use, such as a place of worship or a school, or for the benefit of charity such as tours of homes, show houses, and the like.
(4) Farmers market	See section 80-179.1. Allowable districts: O&I, DTMU, C-1, C-2, M-1, M-2, and P&O. Allowable in AG and residentially zoned districts only when the property is occupied by a church, school, lodge/retreat, farm, plant nursery, etc., existing as a conforming or a lawful non-conforming nonresidential use. The issuance of this permit does not constitute an expansion or extension of a nonconforming use.
(5) Golf course.	See section 80-180. Allowable districts: All.
(6) Home occupations.	See section 80-138. Allowable districts: All residential districts.
(7) Parking, off-site and shared.	See section 80-181. Allowable districts: O&I, DTMU, C-1, C-2.

- Whenever parking as required in article IX cannot be accomplished, shared parking in accordance with article IX may be approved via an administrative permit provided:

a. If the off-site parking is committed for a specified period of time, the duration of the administrative permit shall be limited to the period of time stipulated therein.

b. No more than 20 percent of the total parking requirement may be provided off-site via an administrative permit.

c. The property must be located no more than 300 feet from the principal use with pedestrian access provided between the sites as may be required by the department of planning and zoning.

(8) Recreational court, private.	See section 80-183. Allowable districts: C-1, and C-2 M-2 with standards.
(9) Recreational court, public.	See section 80-183. Allowable districts: O&I, C-1, C-2, M-1, M-2, and P&O with standards.
(10) Revival tent.	See section 80-186. Allowable districts: O&I, C-1, C-2, and P&O with standards. In AG or R districts, a revival tent may be placed only on property occupied by an existing building used as a place of worship.
(11) Roadside produce stands.	See section 80-187. Allowable districts: C-1, C-2 (with standards), and accessory to institutional uses, such as a place of worship or a school, or for the benefit of charity such as tours of homes, show houses, and the like.
(12) Roadside vending.	See section 80-188. Allowable districts: C-1, C-2 (with standards), and accessory to institutional uses, such as a place of worship or a school, or for the benefit of charity such as tours of homes, show houses, and the like.
(13) Seasonal business use.	See section 80-189. Allowable districts: C-1, C-2, M-1 and M-2 with standards. Allowable in AG and residentially zoned districts only when the property is occupied by a church, school, lodge/retreat, farm, plant nursery, etc., existing as a conforming or a lawful nonconforming nonresidential use. The issuance of this permit does not constitute an expansion or extension of a nonconforming use.
(14) Swimming pool, private.	See section 80-190. Allowable districts: All except C-1, C-2.
(15) Swimming pool, public.	See section 80-191. Allowable districts: O&I, C-1, C-2, and P&O.
(16) Temporary classroom.	See section 80-192. Allowable districts: All.
(17) Temporary structures.	See section 80-193. Allowable districts: All, except emission inspection stations shall be permitted only in non-residential districts except AG.
(18) Utility substations (telephone, electric, or gas, etc.).	See section 80-194. Allowable districts: All with standards.
Uses Subject to a Use Permit:	Subject to the requirements of Article IV—Use Permit Requirements:

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Use Permit Uses	See Sections 80-196 through 80-239
(1) Agricultural-related activities.	See section 80-197. Allowable districts: All with standards.
(2) Amateur radio antenna to exceed the administrative height.	See section 80-198. Allowable districts: All with standards.
(3) Amphitheaters.	See section 80-199. Allowable districts: AG, O&I, C-1, C-2.
(4) Antenna tower, and associated structure (radio, t.v., microwave broadcasting, etc.), to exceed the district height.	See section 80-200. Allowable districts: Residential districts, AG (see same heading in section 80-174, for other non-residential districts).
(5) Bed and breakfast.	See section 80-201. Allowable districts: C-1, C-2, and DTMU with standards.
(6) Cemetery and/or mausoleum (human or pet).	See section 80-202. Allowable districts: All except AG with standards.
(7) Child day care center.	See section 80-208. Allowable districts: R-1, R-2, R-3, O&I, and P&O with standards.
(8) Commercial amusement, outdoor.	See section 80-204. Allowable districts: C-1, M-1, M-2 with standards.
(9) Convalescent center/nursing home/hospice.	See section 80-206. Allowable districts: R-2, R-3, R-4, C-1, C-2, and M-1 with standards.
(10) Country inn.	See section 80-207. Allowable districts: C-1, and C-2 with standards.
(11) Driving range (not associated with a golf course).	See section 80-209. Allowable districts: O&I, C-1, C-2 and M-1 with standards.
(12) Event, indoor/outdoor (more than 75 persons).	See section 80-179. Allowable districts: O&I, C-1, C-2, DTM, M-1, M-2, P&O, AG and residential districts in conjunction with an institutional use, such as a place of worship or a school, or for the benefit of charity such as tours of homes, show houses, and the like.
(13) Massage therapy establishments.	See section 80-238 for locational standards.
(14) Mobile food truck.	See section 80-237. Allowable districts: O&I, C-1, C-2, DTMU, M-1, M-2, and P&O.
(15) Places of worship.	See section 80-203. Allowable districts: All.
(16) Personal care home/assisted living.	See section 80-224. Allowable districts: C-1, C-2, O&I.
(17) Portable sawmills.	See section 80-225. Allowable districts: All.
(18) Recreational fields.	See section 80-227. Allowable districts: All.
(19) School, private or special.	See section 80-230. Allowable districts: All.
(20) Small group home/shelter (18 and older).	See section 80-211. Allowable districts: 24-hour care R-2, R-3, R-4, C-1, C-2, and M-1 with standards.
(21) Medium group home/shelter (18 and older).	See section 80-212. Allowable districts: 24-hour care R-3, R-4, C-1, C-2, and M-1 with standards.
(22) Large group home/shelter (18 and older).	See section 80-213. Allowable districts: 24-hour care R-4, C-1, C-2, and M-1 with standards.
(23) Congregate group home/shelter (18 and older).	See section 80-214. Allowable districts: 24-hour care C-1, C-2, and M-1 with standards.
(24) Small group home (17 and younger).	See section 80-215. Allowable districts: 24-hour care R-2, R-3, R-4, C-1, C-2, and M-1 with standards.

(25) Medium group home (17 and younger).	See section 80-216. Allowable districts: 24-hour care R-3, R-4, C-1, C-2, and M-1 with standards.
(26) Large group residence (17 and younger).	See section 80-217. Allowable districts: 24-hour care R-4, C-1, C-2, and M-1 with standards.
(27) Congregate group home (17 and younger).	See section 80-218. Allowable districts: 24-hour care C-1, C-2, and M-1 with standards.
(28) Colleges, universities and trade schools, private.	See section 80-230. Allowable districts: C-1, C-2, DTMU, M-1, M-2, and O&I.
(29) Landscaping business, plant nursery, or garden center with indoor retail component.	See section 80-221. Allowable districts: C-1, C-2, DTMU with standards.
(30) Self-storage/multi.	See section 80-232. Allowable districts: C-1, and C-2 with standards.
(31) Senior housing.	See section 80-233. Allowable districts: All except M-1, M-2.
(32) Skywalks.	See section 80-234. Allowable districts: AG, O&I, C-1, C-2.
(33) Stadium (off-site) associated with a private school.	See section 80-235. Allowable districts: All.
(34) Swimming pool, private.	See section 80-190. Allowable districts: All except C-1, C-2.
(35) Temporary classroom.	See section 80-192. Allowable districts: All.
(36) Utility substations (telephone, electric, or gas, etc.).	See section 80-194. Allowable districts: All.

- (f) *C-1—Development standards.* Unless otherwise provided in this chapter, uses permitted in the C-1 zoning district shall conform to the following standards:

Minimum front yard setback	30 feet
Minimum side yard setback	None
Minimum rear yard setback	15 feet
Note: All C-1 uses abutting a residential district must maintain a side and rear yard of 25 feet with a minimum ten-foot landscaped buffer as specified in article X, or undisturbed natural buffer. No storage of equipment or vehicle parking is permitted in the side yard and/or rear yard.	
Minimum lot area	$\frac{1}{4}$ acre (10,890 square feet)
Minimum width of lot frontage or width at building line	80 feet

- (1) A small box discount retail store must be separated from another small box discount retail store by a minimum distance of 1,500 feet. The required separation distance must be measured in a straight route from the nearest point on the lot line of the property occupied by a small box discount retail store to the nearest point on a lot line of the other property occupied by a small box discount retail store. This subsection (1) shall not apply to the rebuilding and/or enlargement of an existing small box discount retail store. For the purposes of this subsection, rebuilding and/or enlargement shall mean partial or complete demolition of an existing structure and submittal of a building permit application within six months from the demolition of the existing structure. Failure to obtain a building permit shall require a developer and/or landowner to follow the development requirements for a small box discount retail store.

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(g) *C-1—Building height and form.*

Maximum height	48 feet
Maximum lot coverage a. Including accessory structures.	80 percent

(h) *C-1—Design standards.* Unless otherwise provided in this chapter, uses permitted in the C-1 district shall conform to the following design standards:

- (1) No building or structure shall exceed 3,200 square feet per floor.
- (2) No off-street parking area shall contain more than ten parking spaces.
- (3) Site plans must provide facilities for pedestrian and bicycle shoppers.
- (4) No C-1 use shall be located in a neighborhood, which permits parking on both sides of the street unless off-street loading space is provided.
- (5) Off-street parking shall be provided as specified in article IX.
- (6) Buffers shall be provided as specified in article X.

(i) *C-1—Other regulations.* The headings below contain provisions applicable to the C-1 Neighborhood Commercial Zoning District:

*Chapter
Number*

Fire CodesChapter 29

Manufactured and Mobile HomesChapter 38

Solid WasteChapter 47

Traffic and VehiclesChapter 56

Building RegulationsChapter 62

EnvironmentChapter 65

Soil Erosion and Sedimentation ControlChapter 65

Stormwater ManagementChapter 65

Stream Buffer ProtectionChapter 65

Flood Damage PreventionChapter 68

Land Development RegulationsChapter 71

LandscapingChapter 74

SubdivisionsChapter 77

ZoningChapter 80

Overlay DistrictsChapter 80

Home OccupationChapter 80

FencingChapter 80

Off-Street ParkingChapter 80

Use PermitsChapter 80

Non-ConformingChapter 80

AppealsChapter 80

SignsChapter 80

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1); Ord. No. 2022-230, § 1, 3-28-2022)

Sec. 80-84. C-2—General Commercial Zoning District.

- (a) *C-2—Intent.* Regulations set forth in this section are the C-2 General Commercial Zoning District regulations. Article IV should be consulted to determine uses and minimum standards for uses allowed by administrative permit or use permit. The C-2 general commercial district is to serve the retail and commercial needs of the regional community.
- (b) *C-2—Use regulations.* Within the C-2 district, land and structures shall be used in accordance with the standards herein. Any use not specifically designated as a permitted use in this section or as a use allowed by use permit shall be prohibited.
- (c) *C-2—Permitted uses.* Structures and land may be used for only the following purposes:
 - (1) Office and institutional services and similar uses, including:
 - a. Accident and health insurance carriers.
 - b. Adjustment and collection services.
 - c. Accounting, auditing, and bookkeeping services.
 - d. Advertising agencies.
 - e. Ambulance and emergency medical services.
 - f. Architectural services.
 - g. Bands, orchestras, actors, and other entertainers and entertainment groups.
 - h. Banking and financial institutions.
 - i. Business associations and consulting services.
 - j. Commercial art, photography and graphic design.
 - k. Communication services.
 - l. Computer repair, programming services and stores.
 - m. Employment agencies.
 - n. Engineering services.
 - o. Health services such as offices and clinics of doctor of medicine, dentists, doctors of osteopathy, chiropractors, optometrists, podiatrists, and other miscellaneous health practitioners.
 - p. Individual and family social services.
 - q. Job training and vocational rehabilitation services.
 - r. Libraries and museums.

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- s. Labor unions and similar labor organizations.
 - t. Libraries and museums.
 - u. offices.
 - v. Public relations services.
 - w. Surveying services.
 - x. Tax return preparation services.
 - y. Title abstract offices.
 - z. Travel agencies and tour operators.
- (2) Retail services and similar uses, including:
- a. Armature rewinding shops.
 - b. Auto and home supply stores.
 - c. Automotive glass replacement shops.
 - d. Drapery, curtain, and upholstery stores.
 - e. Electrical and electronic repair shops.
 - f. Furniture stores.
 - g. Heating and air-conditioning services.
 - h. Home furnishing stores.
 - i. Household appliance stores.
 - j. Liquor stores.
 - k. Musical instrument stores.
 - l. Outdoor advertising services.
 - m. Optical stores.
 - n. Pet shops and pet supply stores; pet grooming (no overnight stay).
 - o. Photocopying and duplicating services.
 - p. Plumbing services.
 - q. Refrigeration and air-conditioning service and repair shops.
 - r. Retail stores or shops.
 - s. Security systems services.
 - t. Tinsmithing shop associated with retail sales.
 - u. Truck rental and leasing.
 - v. Watch, clock, and jewelry repair.
 - w. Welding repair.
- (3) Recreational and similar uses, including:
- a. Amusement and recreation services.

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- b. Batting cage.
 - c. Bowling centers.
 - d. Gymnasiums.
 - e. Membership sports and recreation clubs.
 - f. Billiards.
 - g. Recreational vehicle dealers.
 - h. Professional sports clubs and promoters.
 - i. Skating rink.
 - j. Utility trailer and recreational vehicle rental.
- (4) Other uses, including:
- a. Apartments, above or behind commercial and office uses in the same building.
 - b. Assembly halls.
 - c. Automatic merchandising machine operators.
 - d. Automobile dealers (new and/or used).
 - e. Automotive exhaust system repair shops.
 - f. Automotive parking lots, automotive specialty shops, garages, and general automobile repair except painting, body repair and overhaul of major components, parking lots, parking garages/decks.
 - g. Automotive transmission repair shops.
 - h. Automobile, boats, motorcycle dealers (new and/or used).
 - i. Building cleaning and maintenance services.
 - j. Car wash.
 - k. Cleaning services.
 - l. Disinfecting and pest control services.
 - m. Equipment rental and leasing (except heavy construction equipment).
 - n. Film studios and services allied to film production.
 - o. Restaurants and eating establishments.
 - p. Funeral services and homes.
 - q. Garden machinery and equipment.
 - r. Gasoline service stations (except truck stops).
 - s. Grocery stores.
 - t. Health club/spa.
 - u. Bus transportation and other transit services.
 - v. Local bus charter service; bus charter services.
 - w. Lumber and other building materials dealers.

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- x. Masonry, stone setting, and other stonework.
- y. Medical equipment rental and leasing.
- z. Recycling centers, collecting.
- aa. Rooming and boarding houses.
- bb. School buses and services.
- cc. Security brokers, dealers, and flotation companies.
- dd. Security and commodity exchanges, investment advice, and services allied with the exchange of securities or commodities.
- ee. Theaters, except drive-in motion picture theatres.
- ff. Hotels, provided that no guest room shall have direct access to the exterior of the building except through a main or central lobby; that the main or central lobby must have an area of at least 700 square feet; and that the main or central lobby must have a management employee on duty 24 hours per day and seven days per week.
- gg. Banking and financial establishments such as federal reserve banks; central reserve depository institutions; national commercial banks; state commercial banks; commercial banks, not elsewhere classified; savings institutions (federally and not federally chartered); credit unions (federally and not federally chartered); branches and agencies of foreign banks; foreign trade and international banking institutions; non-deposit trust facilities; and functions related to depository banking.

(d) *C-2—Accessory uses and structures.*

- (1) Accessory uses and structures incidental to any permitted use.
- (2) Minimum accessory structure requirements: Accessory structures may be located in the rear or side yards only but shall not be located within a minimum yard.
- (3) Other use: Accessory structures shall not be located in the minimum front yard.
- (4) For sale, for rent, or for lease signs in accordance with the sign regulations of this section.
- (5) Temporary storage pods are intended for a limited period of time and not for permanent storage.

(e) *C-2—Conditional uses.*

<i>Uses Subject to an Administrative Permit:</i>	<i>Subject to the requirements of Article IV—Administrative Permit Requirements:</i>
Administrative Permit Uses:	See sections 80-174 through 80-195
(1) Alternative antenna support structure to exceed the district height.	See section 80-175. Allowable districts: C-2, M-1 and M-2 with standards.
(2) Amateur radio antenna to exceed the district height.	See section 80-176. Allowable districts: All.
(3) Antenna, tower, and associated structures (radio broadcasting, t.v. broadcasting, microwave broadcasting, etc.), to exceed the district height.	See section 80-177. Allowable districts: O&I, C-2, DTMU, M-1 and M-2 (see use permit, for use in residential and the AG district).
(4) Club.	See section 80-178. Allowable districts: O&I, C-1, C-2.
(5) Event, special indoor/outdoor (less than 75 persons).	See section 80-179. Allowable districts: O&I, C-1, C-2, DTMU, M-1, M-2, P&O, AG and residential districts in

	conjunction with an institutional use, such as a place of worship or a school, or for the benefit of charity such as tours of homes, show houses, and the like.
(6) Farmers market.	See section 80-179.1. Allowable districts: O&I, DTMU, C-1, C-2, M-1, M-2, and P&O. Allowable in AG and residentially zoned districts only when the property is occupied by a church, school, lodge/retreat, farm, plant nursery, etc., existing as a conforming or a lawful non-conforming nonresidential use. The issuance of this permit does not constitute an expansion or extension of a nonconforming use.
(7) Golf course.	See section 80-180. Allowable districts: All.
(8) Home occupations.	See section 80-138. Allowable districts: All residential districts.
(9) Parking, off-site and shared.	See section 80-181. Allowable districts: O&I, DTMU, C-1, C-2.
• Whenever parking as required in article IX cannot be accomplished, shared parking in accordance with article IX may be approved via an administrative permit provided: a. If the off-site parking is committed for a specified period of time, the duration of the administrative permit shall be limited to the period of time stipulated therein. b. No more than 20 percent of the total parking requirement may be provided off-site via an administrative permit. c. The property must be located no more than 300 feet from the principal use with pedestrian access provided between the sites as may be required by the department of planning and zoning.	
(10) Recreational court, private.	See section 80-183. Allowable districts: C-1, C-2 with standards.
(11) Recreational court, public.	See section 80-183. Allowable districts: O&I, C-1, C-2, M-1, M-2, and P&O with standards.
(12) Revival tent.	See section 80-186. Allowable districts: O&I, C-1, C-2, and P&O with standards. In AG or R districts, a revival tent may be placed only on property occupied by an existing building used as a place of worship.
(13) Roadside produce stands.	See section 80-190. Allowable districts: C-1, C-2, and accessory to institutional uses, such as a place of worship or a school, or for the benefit of charity such as tours of homes, show houses, and the like.
(14) Roadside vending.	See section 80-190. Allowable districts: C-1, C-2 and accessory to institutional uses, such as a place of worship or a school, or for the benefit of charity such as tours of homes, show houses, and the like.
(15) Seasonal business use.	See section 80-190. Allowable districts: C-1, C-2, M-1 and M-2. Allowable in AG and residentially zoned districts only when the property is occupied by a church, school, lodge/retreat, farm, plant nursery, etc., existing as a conforming or a lawful nonconforming nonresidential use. The issuance of

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	this permit does not constitute an expansion or extension of a nonconforming use.
(16) Swimming pool, private.	See section 80-190. Allowable districts: All except C-1, C-2.
(17) Swimming pool, public.	See section 80-191. Allowable districts: O&I, C-1, C-2, and P&O.
(18) Temporary classroom.	See section 80-192. Allowable districts: All.
(19) Temporary structures.	See section 80-193. Allowable districts: All, except emission inspection stations shall be permitted only in non-residential districts except AG.
(20) Utility substations (telephone, electric, or gas, etc.).	See section 80-194. Allowable districts: All with standards.
(21) Veterinary clinic/hospital or kennel.	See section 80-195. Allowable districts: C-2 and M-1 with standards.
Uses Subject to a Use Permit:	Subject to the requirements of Article IV—Use Permit Requirements:
Use Permit Uses	See Sections 80-196 through 80-239
(1) Agricultural-related activities.	See section 80-197. Allowable districts: All with standards.
(2) Amateur radio antenna to exceed the administrative height.	See section 80-198. Allowable districts: All with standards.
(3) Amphitheaters.	See section 80-199. Allowable districts: AG, O&I, C-1, C-2.
(4) Antenna tower, and associated structure (radio, t.v., microwave broadcasting, etc.), to exceed the district height.	See section 80-200. Allowable districts: Residential districts, AG (see same heading in section 80-174, for other non-residential districts).
(5) Bed and breakfast.	See section 80-201. Allowable districts: C-1, C-2, and DTMU with standards.
(6) Cemetery and/or mausoleum (human or pet).	See section 80-202. Allowable districts: All except AG with standards.
(7) Child day care center.	See section 80-208. Allowable districts: R-1, R-2, R-3, O&I, and P&O with standards.
(8) Commercial amusement, outdoor.	See section 80-204. Allowable districts: C-1, M-1, M-2 with standards.
(9) Composting.	See section 80-205. Allowable districts: C-2 with standards.
(10) Convalescent center/nursing home/hospice.	See section 80-206. Allowable districts: R-2, R-3, R-4, C-1, C-2, and M-1 with standards.
(11) Country inn.	See section 80-207. Allowable districts: C-1, and C-2 with standards.
(12) Driving range (not associated with a golf course).	See section 80-209. Allowable districts: O&I, C-1, C-2 and M-1 with standards.
(13) Event, special indoor/outdoor (more than 75 persons).	See section 80-179. Allowable districts: O&I, C-1, C-2, DTM, M-1, M-2, P&O, AG and residential districts in conjunction with an institutional use, such as a place of worship or a school, or for the benefit of charity such as tours of homes, show houses, and the like.
(14) Kennel or outside animal facilities.	See section 80-219. Allowable districts: C-2 with standards.

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(15) Massage therapy establishments.	See section 80-238 for locational standards.
(16) Mobile food truck.	See section 80-237. Allowable districts: O&I, C-1, C-2, DTMU, M-1, M-2, and P&O.
(17) Places of worship.	See section 80-203. Allowable districts: All.
(18) Personal care home/assisted living.	See section 80-224. Allowable districts: C-1, C-2, O&I.
(19) Portable sawmills.	See section 80-225. Allowable districts: All.
(20) Recreational fields.	See section 80-227. Allowable districts: All.
(21) School, private or special.	See section 80-230. Allowable districts: All.
(22) Small group home/shelter (18 and older).	See section 80-211. Allowable districts: 24-hour care R-2, R-3, R-4, C-1, C-2, and M-1 with standards.
(23) Medium group home/shelter (18 and older).	See section 80-212. Allowable districts: 24-hour care R-3, R-4, C-1, C-2, and M-1 with standards.
(24) Large group home/shelter (18 and older).	See section 80-213. Allowable districts: 24-hour care R-4, C-1, C-2, and M-1 with standards.
(25) Congregate group home/shelter (18 and older).	See section 80-214. Allowable districts: 24-hour care C-1, C-2, and M-1 with standards.
(26) Small group home (17 and younger).	See section 80-215. Allowable districts: 24-hour care R-2, R-3, R-4, C-1, C-2, and M-1 with standards.
(27) Medium group home (17 and younger).	See section 80-216. Allowable districts: 24-hour care R-3, R-4, C-1, C-2, and M-1 with standards.
(28) Large group residence (17 and younger).	See section 80-217. Allowable districts: 24-hour care R-4, C-1, C-2, and M-1 with standards.
(29) Congregate group home (17 and younger).	See section 80-218. Allowable districts: 24-hour care C-1, C-2, and M-1 with standards.
(30) Colleges, universities and trade schools, private.	See section 80-230. Allowable districts: C-1, C-2, DTMU, M-1, M-2, and O&I.
(31) Landscaping business, plant nursery, or garden center with indoor retail component.	See section 80-221. Allowable districts: C-1, C-2, and DTMU with standards.
(32) Self-storage/mini.	See section 80-231. Allowable districts: C-2 with standards.
(33) Self-storage/multi.	See section 80-232. Allowable districts: C-1, and C-2 with standards.
(34) Senior housing.	See section 80-233. Allowable districts: All except M-1, M-2.
(35) Skywalks.	See section 80-234. Allowable districts: AG, O&I, C-1, C-2.
(36) Stadium (off-site) associated with a private school.	See section 80-235. Allowable districts: All.
(37) Swimming pool, private.	See section 80-190. Allowable districts: All except C-1, C-2.
(38) Temporary classroom.	See section 80-192. Allowable districts: All.
(39) Utility substations (telephone, electric, or gas, etc.).	See section 80-194. Allowable districts: All.

- (f) *C-2—Development standards.* Unless otherwise provided in this chapter, uses permitted in the C-2 zoning district shall conform to the following standards:

Minimum front yard setback	35 feet
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Minimum side yard setback	None
Minimum rear yard setback	15 feet
Note: All C-2 uses abutting a residential district must maintain a side and rear yard of 25 feet with a minimum ten-foot landscaped buffer as specified in article X, or undisturbed natural buffer. No storage of equipment or vehicle parking is permitted in the side yard and/or rear yard.	
Minimum lot area	½ acre (21,780 square feet)
Minimum width of lot frontage or width at building line	100 feet
All vehicle parking areas which abut a residential district shall be concealed using a ten-foot planted buffer or opaque screen.	

- (1) A small box discount retail store must be separated from another small box discount retail store by a minimum distance of 1,500 feet. The required separation distance must be measured in a straight route from the nearest point on the lot line of the property occupied by a small box discount retail store to the nearest point on a lot line of the other property occupied by a small box discount retail store. This subsection (1) shall not apply to the rebuilding and/or enlargement of an existing small box discount retail store. For the purposes of this subsection, rebuilding and/or enlargement shall mean partial or complete demolition of an existing structure and submittal of a building permit application within six months from the demolition of the existing structure. Failure to obtain a building permit shall require a developer and/or landowner to follow the development requirements for a small box discount retail store.

(g) *C-2—Building height and form.*

Maximum height	48 feet
Maximum lot coverage a. Including accessory structures.	50 percent

- (h) *C-2—Design standards.* Unless otherwise provided in this chapter, uses permitted in the C-2 district shall conform to the following design standards:
- (1) All uses must be located on a collector street or larger.
 - (2) All outside storage of materials and equipment must be completely screened from public view from adjacent properties and streets by an opaque screening device.
 - (3) Site design must permit on-site maneuvering of all vehicles; no backing from the street shall be permitted.
 - (4) Off-street parking shall be provided as specified in article IX.
 - (5) Buffers shall be provided as specified in article X.
- (i) *C-2—Other regulations.* The headings below contain provisions applicable to the C-2 General Commercial Zoning District:

*Chapter
Number*

Fire CodesChapter 29

Manufactured and Mobile HomesChapter 38

Solid WasteChapter 47

Traffic and VehiclesChapter 56

Building RegulationsChapter 62

EnvironmentChapter 65

Soil Erosion and Sedimentation ControlChapter 65

Stormwater ManagementChapter 65

Stream Buffer ProtectionChapter 65

Flood Damage PreventionChapter 68

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ZoningChapter 80

Overlay DistrictsChapter 80

Home OccupationChapter 80

FencingChapter 80

Off-Street ParkingChapter 80

Use PermitsChapter 80

Non-ConformingChapter 80

AppealsChapter 80

SignsChapter 80

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1); Ord. No. 2022-230, § 1, 3-28-2022)

Sec. 80-85. M-1—Light Industrial Zoning District.

- (a) *M-1—Intent.* Regulations set forth in this section are the M-1 Light Industrial Zoning District regulations. Article IV should be consulted to determine uses and minimum standards for uses allowed by administrative permit or use permit. The intent of this section, in establishing the M-1 district, is to provide areas within the city for the manufacture, storage, sale and distribution of goods and the conduct of related commercial and industrial activities.
- (b) *M-1—Use regulations.* Within the M-1 district, land and structures shall be used in accordance with the standards herein. Any use not specifically designated as a permitted use in this section or as a use allowed by use permit shall be prohibited.
- (c) *M-1—Permitted uses.* Any permitted use, provided that all manufacturing, processing, assembly and/or disassembly operations and all storage operations associated with such uses not specifically identified below shall be housed entirely within an enclosed building or buildings. All outside storage shall be enclosed by an opaque fence meeting the district height regulations.

Structures and land may be used for only the following purposes:

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- (1) Agriculture and forestry.
 - (2) Ambulance and emergency radical services.
 - (3) Animal hospitals, kennels (boarding and breeding) and veterinary clinics.
 - a. All structures shall be located and activities conducted at 100 feet from any property zoned for residential purposes.
 - b. All animals shall be housed within an enclosed building and adequate sound and odor control shall be maintained.
 - (4) Animal grooming shops.
 - a. All structures shall be located and activities conducted at least 100 feet from any property zoned for residential purposes.
 - (5) Automobile and truck sales (including retail parts sales and/or tire store).
 - a. Such use shall not be permitted within 50 feet of any property used for a school, park, playground or hospital.
 - b. All activities shall be carried on entirely within an enclosed building.
 - c. Such use shall not be established on a lot which is adjacent to or directly across the street from any single-family residential district.
 - d. All outdoor storage must be in the rear of the principal structure and enclosed by an opaque fence no less than eight feet in height.
 - (6) Automobile, trailer and boat sales/service.
 - a. Minimum one-acre lot size.
 - b. All vehicles shall be set back at least ten feet from the street right-of-way line.
 - c. Such use shall be located at least 50 feet from any properties zoned for residential purposes.
 - d. A solid fence or wall no less than eight feet in height shall be maintained to provide a visual screening between the residential and commercial properties.
 - (7) Automobile repair (including paint and body).
 - a. Such use shall not be permitted within 50 feet of any property used for a school, park, playground or hospital.
 - b. All activities shall be carried on entirely within an enclosed building.
 - c. Such use shall not be established on a lot which is adjacent to or directly across the street from any single-family residential district.
 - d. All outdoor storage must be in the rear of the principal structure and enclosed by an opaque fence no less than eight feet in height.
 - (8) Automobile service station.
 - a. All gasoline pumps, tanks and other service facilities shall be set back at least 20 feet from all property lines.
 - b. Canopies over fuel islands shall not encroach within 15 feet of any property line.
 - c. Minor automobile repair shall be allowed in conjunction with such use provided all such activities shall take place within an enclosed building.

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- d. No outside storage or engine/body dismantling is allowed.
 - e. All gasoline service stations shall be set back at least 1,000 feet from another gasoline service station on the same side of a street right-of-way as measured from property line to property line.
- (9) Automobile towing.
- a. All outside storage must be in rear of the principal structure and enclosed by opaque fence no less than eight feet in height.
- (10) Carnival, video, horseshow, shooting or athletic event.
- (11) Car maintenance facilities such as brake repair, installation of tires, tune-up shops, oil change services, emission stations and the like.
- a. All activities shall take place within an enclosed building.
 - b. No outside storage or engine/body dismantling is allowed.
- (12) Carwashes.
- (13) Commercial greenhouses or plant nursery.
- (14) Commercial recreation and entertainment facilities.
- (15) Cultural facilities. Art galleries, museums, legitimate theaters, libraries, and other uses similar in character to those listed.
- (16) Drive-in movie theater.
- a. The theater screen and all buildings shall be set back at least 50 feet from any property line.
 - b. Central loudspeakers are prohibited.
 - c. The theater screen shall not be visible from an interstate or arterial roadway.
- (17) Dwellings, residence for watchmen or caretaker employed on premises.
- (18) Eating establishments, including restaurants, drive-in restaurants and cafeterias.
- (19) Electric supply store.
- (20) Electric transformer station, gas regulator station and telephone exchange.
- (21) Farm equipment sales.
- (22) Fuel and ice dealers, manufacturers and wholesalers.
- (23) Food processing plants not to include slaughterhouses.
- (24) Home appliance repair and related service.
- (25) Jewelry repair.
- (26) Laundry and dry-cleaning pickup stations. Linen and diaper services, garment pressing, alteration and repair.
- (27) Light assembly and fabrication. No activity which produces liquid effluent, odor, fumes or dust which can be detected beyond the walls of the building is permitted.
- (28) Liquefied petroleum gas (bottled gas) dealers.
- (29) Lumber, hardware and other building material establishments.

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- a. All outdoor storage must be in the rear of the principal structure and enclosed by opaque fence no less than eight feet in height.
 - (30) Manufacturing, wholesaling, repairing, compounding, assembly, processing, preparation, packaging of treatment articles, and the transportation of foods (smoking, curing and canning), components, products, clothing, machines and appliances and the like, where character of operations, emissions and by-products do not create adverse effects beyond the boundaries of the property.
 - (31) Newspaper publishing facilities.
 - (32) Noncommercial club or lodge.
 - (33) Office.
 - (34) Paint, glass and wallpaper stores.
 - (35) Parks and places of amusement, recreation and assembly, including but not limited to golf courses, golf driving ranges, miniature golf courses and tennis courts.
 - (36) Photoengraving, typesetting, electrotyping and stereotyping.
 - (37) Plumbing and heating equipment dealers.
 - (38) Printing, publishing and reproducing establishments. Bookbinding and related work.
 - (39) Public buildings and public recreation facilities.
 - (40) Radio and television broadcasting stations.
 - (41) Railroad car classification yards and train truck yards.
 - (42) Railroad stations for freight.
 - (43) Research and experimental testing laboratories including medical and dental laboratories.
 - (44) Retail/commercial.
 - a. A small box discount retail store must be separated from another small box discount retail store by a minimum distance of 1,500 feet. The required separation distance must be measured in a straight route from the nearest point on the lot line of the property occupied by a small box discount retail store to the nearest point on a lot line of the other property occupied by a small box discount retail store. This subsection (1) shall not apply to the rebuilding and/or enlargement of an existing small box discount retail store. For the purposes of this subsection, rebuilding and/or enlargement shall mean partial or complete demolition of an existing structure and submittal of a building permit application within six months from the demolition of the existing structure. Failure to obtain a building permit shall require a developer and/or landowner to follow the development requirements for a small box discount retail store.
 - (45) Self-storage mini-warehouse facilities.
 - (46) Taxi stands and dispatching agencies.
 - (47) Truck terminals/truck stops.
 - (48) Warehousing and storage.
 - (49) Wholesale sales offices.
 - (50) Wholesale trade and distribution establishments and warehousing facilities, including offices.
 - (d) *M-1—Accessory uses.*
 - (1) *Accessory uses and structures.*

- a. Accessory uses and structures incidental to any permitted use.
 - b. Minimum accessory structure requirements: Accessory structures may be located in the rear or side yards only but shall not be located within a minimum yard.
 - c. Other use: Accessory structures shall not be located in the minimum front yard.
 - d. For sale, for rent, or for lease signs in accordance with the sign regulations of this section.
 - e. Temporary storage pods are intended for a limited period of time and not for permanent storage.
- (2) *Accessory uses and structures incidental to any legal permitted use, provided:*
- a. Retail sales and services must be conducted and accessed wholly within the building(s) housing the use to which the activities are accessory.

(e) *M-1—Conditional uses.*

<i>Uses Subject to an Administrative Permit:</i>	<i>Subject to the requirements of Article IV—Administrative Permit Requirements:</i>
Administrative Permit Uses:	See sections 80-174 through 80-195
(1) Alternative antenna support structure to exceed the district height.	See section 80-175. Allowable districts: C-2, M-1 and M-2 with standards.
(2) Amateur radio antenna to exceed the district height.	See section 80-176. Allowable districts: All.
(3) Antenna, tower, and associated structures (radio broadcasting, t.v. broadcasting, microwave broadcasting, etc.), to exceed the district height.	See section 80-177. Allowable districts: O&I, C-2, DTMU, M-1 and M-2 (see use permit, for use in residential and the AG district).
(4) Event, special indoor/outdoor (less than 75 persons).	See section 80-179. Allowable districts: O&I, C-1, C-2, DTMU, M-1, M-2, P&O, AG and residential districts in conjunction with an institutional use, such as a place of worship or a school, or for the benefit of charity such as tours of homes, show houses, and the like.
(5) Farmers market.	See section 80-179.1. Allowable districts: O&I, DTMU, C-1, C-2, M-1, M-2, and P&O. Allowable in AG and residentially zoned districts only when the property is occupied by a church, school, lodge/retreat, farm, plant nursery, etc., existing as a conforming or a lawful non-conforming nonresidential use. The issuance of this permit does not constitute an expansion or extension of a nonconforming use.
(6) Golf course.	See section 80-180. Allowable districts: All.
(7) Home occupations.	See section 80-138. Allowable districts: All residential districts.
(8) Recreational court, public.	See section 80-183. Allowable districts: O&I, C-1, C-2, M-1, M-2, and P&O with standards.
(9) Seasonal business use.	See section 80-190. Allowable districts: C-1, C-2, M-1 and M-2. Allowable in AG and residentially zoned districts only when the property is occupied by a church, school, lodge/retreat, farm, plant nursery, etc., existing as a conforming or a lawful nonconforming nonresidential use. The issuance of

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	this permit does not constitute an expansion or extension of a nonconforming use.
(10) Swimming pool, private.	See section 80-190. Allowable districts: All except C-1, C-2.
(11) Temporary classroom.	See section 80-192. Allowable districts: All.
(12) Temporary structures.	See section 80-193. Allowable districts: All, except emission inspection stations shall be permitted only in non-residential districts and except AG.
(13) Utility substations (telephone, electric, or gas, etc.).	See section 80-194. Allowable districts: All with standards.
(14) Veterinary clinic/hospital or kennel.	See section 80-195. Allowable districts: C-2 and M-1 with standards.
Uses Subject to a Use Permit:	Subject to the requirements of Article IV—Use Permit Requirements:
Use Permit Uses	See Sections 80-196 through 80-239
(1) Agricultural-related activities.	See section 80-197. Allowable districts: All with standards.
(2) Amateur radio antenna to exceed the administrative height.	See section 80-198. Allowable districts: All with standards.
(3) Antenna tower, and associated structure (radio, t.v., microwave broadcasting, etc.), to exceed the district height.	See section 80-200. Allowable districts: Residential districts, AG (see same heading in section 80-174, for other non-residential districts).
(4) Cemetery and/or mausoleum (human or pet).	See section 80-202. Allowable districts: All except AG with standards.
(5) Commercial amusement, outdoor.	See section 80-204. Allowable districts: C-1, M-1, and M-2 with standards.
(6) Convalescent center/nursing home/hospice.	See section 80-206. Allowable districts: R-2, R-3, R-4, C-1, C-2, and M-1 with standards.
(7) Country inn.	See section 80-207. Allowable districts: C-1, and C-2 with standards.
(8) Driving range (not associated with a golf course).	See section 80-209. Allowable districts: O&I, C-1, C-2 and M-1 with standards.
(9) Event, special indoor/outdoor (more than 75 persons).	See section 80-179. Allowable districts: O&I, C-1, C-2, DTM, M-1, M-2, P&O, AG and residential districts in conjunction with an institutional use, such as a place of worship or a school, or for the benefit of charity such as tours of homes, show houses, and the like.
(10) Lodge, retreat and/or campground.	See section 80-222. Allowable districts: AG, M-1 and M-2 with standards.
(11) Massage therapy establishments.	See section 80-238 for locational standards.
(12) Mobile food truck.	See section 80-237. Allowable districts: O&I, C-1, C-2, DTMU, M-1, M-2, and P&O.
(13) Places of worship.	See section 80-203. Allowable districts: All.
(14) Portable sawmills.	See section 80-225. Allowable districts: All.
(15) Recreational fields.	See section 80-227. Allowable districts: All.
(16) School, private or special.	See section 80-230. Allowable districts: All.
(17) Small group home/shelter (18 and older).	See section 80-211. Allowable districts: 24-hour care R-2, R-3, R-4, C-1, C-2, and M-1 with standards.

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(18) Medium group home/shelter (18 and older).	See section 80-212. Allowable districts: 24-hour care R-3, R-4, C-1, C-2, and M-1 with standards.
(19) Large group home/shelter (18 and older).	See section 80-213. Allowable districts: 24-hour care R-4, C-1, C-2, and M-1 with standards.
(20) Congregate group home/shelter (18 and older).	See section 80-214. Allowable districts: 24-hour care C-1, C-2, and M-1 with standards.
(21) Small group home (17 and younger).	See section 80-215. Allowable districts: 24-hour care R-2, R-3, R-4, C-1, C-2, and M-1 with standards.
(22) Medium group home (17 and younger).	See section 80-216. Allowable districts: 24-hour care R-3, R-4, C-1, C-2, and M-1 with standards.
(23) Large group residence (17 and younger).	See section 80-217. Allowable districts: 24-hour care R-4, C-1, C-2, and M-1 with standards.
(24) Congregate group home (17 and younger).	See section 80-218. Allowable districts: 24-hour care C-1, C-2, and M-1 with standards.
(25) . Colleges, universities and trade schools, private.	See section 80-230. Allowable districts: C-1, C-2, DTMU, M-1, M-2, and O&I.
(26) Stadium (off-site) associated with a private school.	See section 80-235. Allowable districts: All.
(27) Swimming pool, private.	See section 80-190. Allowable districts: All except C-1, C-2.
(28) Temporary classroom.	See section 80-192. Allowable districts: All.
(29) Truck terminals/truck stops.	See section 80-239. Allowable districts: M-1 and M-2 with standards.
(30) Utility substations (telephone, electric, or gas, etc.).	See section 80-194. Allowable districts: All.

- (f) *M-1—Development standards.* Unless otherwise provided in this chapter, uses permitted in the M-1 zoning district shall conform to the following standards:

Minimum front yard setback	35 feet
Minimum side yard setback	20 feet
Minimum rear yard setback	30 feet
Note: All M-1 uses abutting a residential district must maintain a side and rear yard of 50 feet.	
Minimum lot area	1 acre (43,560 square feet)
Minimum width of lot frontage or width at building line	100 feet

- (g) *M-1—Building height and form.*

Maximum height (unless approved by the fire marshal)	48 feet
Maximum lot coverage en;a. Including accessory structures.	60 percent

- (h) *M-1—Design standards.* Unless otherwise provided in this chapter, uses permitted in the M-1 district shall conform to the following design standards:

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- (1) All uses must be located on a collector street or within an industrial park served by a collector.
 - (2) All outside storage of materials and equipment must be completely screened from public view from adjacent properties and streets by an opaque screening device.
 - (3) Site design must permit on-site maneuvering of all vehicles; no backing to or from the street shall be permitted.
 - (4) No use shall be permitted which produces an objectionable or offensive odor at such concentrations as to be readily perceptible at any point along the lot line of the property on which the use is located.
 - (5) The site shall be designed to accommodate adequate queuing and stacking of trucks on-site.
 - (6) Off-street parking shall be provided as specified in article IX.
 - (7) Buffers shall be provided as specified in article X.
- (i) *M-1—Other regulations.* The headings below contain provisions applicable to the M-1 Light Industrial Zoning District:

*Chapter
Number*

Fire CodesChapter 29

Manufactured and Mobile HomesChapter 38

Solid WasteChapter 47

Traffic and VehiclesChapter 56

Building RegulationsChapter 62

EnvironmentChapter 65

Soil Erosion and Sedimentation ControlChapter 65

Stormwater ManagementChapter 65

Stream Buffer ProtectionChapter 65

Flood Damage PreventionChapter 68

Land Development RegulationsChapter 71

LandscapingChapter 74

SubdivisionsChapter 77

ZoningChapter 80

Overlay DistrictsChapter 80

Home OccupationChapter 80

FencingChapter 80

Off-Street ParkingChapter 80

Use PermitsChapter 80

Non-ConformingChapter 80

AppealsChapter 80

SignsChapter 80

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(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. No. 2014-12, § 1, 6-9-2014; Ord. No. 2016-08, § 1(Exh. A), 7-25-2016; Ord. of 10-28-2019(1); Ord. No. 2022-230, § 1, 3-28-2022)

Sec. 80-86. M-2—Heavy Industrial Zoning District.

- (a) *M-2—Intent.* Regulations set forth in this section are the M-2 Heavy Industrial Zoning District regulations. Article IV should be consulted to determine uses and minimum standards for uses allowed by administrative permit or use permit. The M-2 district is intended to provide suitable areas for major manufacturing and storage and large amounts of land. Typical heavy industrial uses include manufacturing, chemical manufacturing and storage, petrochemical refining and storage, mining and other land uses which may affect the environment. These districts should have access to major streets and utilities and discourage uses which are incompatible.
- (b) *M-2—Use regulations.* Within the M-2 district, land and structures shall be used in accordance with the standards herein. Any use not specifically designated as a permitted use in this section or as a use allowed by use permit shall be prohibited.
- (c) *M-2—Permitted uses.* Any permitted use, provided that all manufacturing, processing, assembly and/or disassembly operations and all storage operations associated with such uses not specifically identified below shall be housed entirely within an enclosed building or buildings. All outside storage shall be enclosed by an opaque fence meeting the district height regulations.

Structures and land may be used for only the following purposes:

- (1) Any use permitted in the M-1 light industrial district.
- (2) Basic wood processing including sawmills, planing mills, veneering and laminating of wood.
- (3) Battery manufacture.
- (4) Blast furnace.
- (5) Boiler works.
- (6) Cement products manufacture and production of ready-mix concrete.
- (7) Cooperage and bottling works.
- (8) Dry cleaning plants.
 - a. Such use shall be at least 300 feet from any property zoned or used for residential properties.
 - b. All applicable state, federal and local codes must be complied with.
- (9) Enameling, galvanizing and electroplating.
- (10) Exterminating facilities.
- (11) Heavy construction contractors.
- (12) Heavy repair services and trade shops.
 - a. Such use shall not be permitted within 50 feet of any property used for a school, park, playground or hospital.
 - b. All activities shall be carried on entirely within an enclosed building.
 - c. Such use shall not be established on a lot which is adjacent to or directly across the street from any single-family residential district.

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- d. All outdoor storage must be in the rear of the principal structure and enclosed by an opaque fence no less than eight feet in height.
- (13) Iron or steel foundry or fabrication plant for heavy castings.
- (14) Manufacturing of:
- a. Acetylene gas.
 - b. Acid.
 - c. Asphalt.
 - d. Bleaching powder.
 - e. Brick.
 - f. Cement.
 - g. Chlorine gas.
 - h. Coal tar.
 - i. Fertilizers.
 - j. Glue.
 - k. Gypsum board.
 - l. Linoleum.
 - m. Mineral dye.
 - n. Oil.
 - o. Oilcloth.
 - p. Paint.
 - q. Paper.
 - r. Paper pulp.
 - s. Patent leather.
 - t. Petroleum products.
 - u. Pottery.
 - v. Shellac.
 - w. Terra cotta.
 - x. Tile.
 - y. Turpentine.
 - z. Varnish.
 - aa. Yeast.
- (15) Laundry and/or dry-cleaning plant distribution center (not including processing, fabrication or manufacturing).
- (16) Outdoor advertising services include: Construction, repair, and maintenance of outdoor advertising signs.

- (17) Removal or extraction of dirt, sand and soil.
- (18) Repair services and trade shops, including sheet metal, upholstering, electrical, plumbing, carpentry, sign painting and other similar activities.
- (19) Storage of fuels, oils, gases and other combustible materials.
- (20) Tar distillation.
- (21) Tire retreading and recapping.
- (22) Truck terminals/truck stops, subject to a use permit.
 - a. The lot upon which the truck stop is located, including all structures and parking spaces, must be a minimum of five acres.
 - b. No such use is allowed within 5,000 feet in any direction from an existing similar use.
 - c. On-site security shall be provided by the owner or operator of the truck stop 24 hours a day, seven days a week.
 - d. No long-term storage of trailers or trucks shall be allowed on the lot.
 - e. No overnight or sleeping facilities shall be provided on the lot.

(d) *M-2—Accessory uses.*

(1) *Accessory uses and structures.*

- a. Accessory uses and structures incidental to any permitted use.
- b. Minimum accessory structure requirements: Accessory structures may be located in the rear or side yards only but shall not be located within a minimum yard.
- c. Other use: Accessory structures shall not be located in the minimum front yard.
- d. For sale, for rent, or for lease signs in accordance with the sign regulations of this section.
- e. Temporary storage pods are intended for a limited period of time and not for permanent storage.

(2) *Accessory uses and structures incidental to any legal permitted use, provided:*

- a. Retail sales and services must be conducted and accessed wholly within the building(s) housing the use to which the activities are accessory.

(e) *M-2—Conditional uses.*

<i>Uses Subject to an Administrative Permit:</i>	<i>Subject to the requirements of Article IV—Administrative Permit Requirements:</i>
Administrative Permit Uses:	See sections 80-174 through 80-195
(1) Alternative antenna support structure to exceed the district height.	See section 80-175. Allowable districts: C-2, M-1 and M-2 with standards.
(2) Amateur radio antenna to exceed the district height.	See section 80-176. Allowable districts: All.
(3) Antenna, tower, and associated structures (radio broadcasting, t.v. broadcasting, microwave broadcasting, etc.), to exceed the district height.	See section 80-177. Allowable districts: O&I, C-2, DTMU, M-1 and M-2 (see use permit, for use in residential and the AG district).
(4) Event, special indoor/outdoor (less than 75 persons).	See section 80-179. Allowable districts: O&I, C-1, C-2, DTMU, M-1, M-2, P&O, AG and residential districts in

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	conjunction with an institutional use, such as a place of worship or a school, or for the benefit of charity such as tours of homes, show houses, and the like.
(5) Farmers market	See section 80-179.1. Allowable districts: O&I, DTMU, C-1, C-2, M-1, M-2, and P&O. Allowable in AG and residentially zoned districts only when the property is occupied by a church, school, lodge/retreat, farm, plant nursery, etc., existing as a conforming or a lawful non-conforming nonresidential use. The issuance of this permit does not constitute an expansion or extension of a nonconforming use.
(6) Golf course.	See section 80-180. Allowable districts: All.
(7) Home occupations.	See section 80-138. Allowable districts: All residential districts.
(8) Recreational court, public.	See section 80-183. Allowable districts: O&I, C-1, C-2, M-1, M-2, and P&O with standards.
(9) Seasonal business use.	See section 80-190. Allowable districts: C-1, C-2, M-1 and M-2. Allowable in AG and residentially zoned districts only when the property is occupied by a church, school, lodge/retreat, farm, plant nursery, etc., existing as a conforming or a lawful nonconforming nonresidential use. The issuance of this permit does not constitute an expansion or extension of a nonconforming use.
(10) Swimming pool, private.	See section 80-190. Allowable districts: All except C-1, C-2.
(11) Temporary classroom.	See section 80-192. Allowable districts: All.
(12) Temporary structures.	See section 80-193. Allowable districts: All, except emission inspection stations shall be permitted only in non-residential districts and except AG.
(13) Utility substations (telephone, electric, or gas, etc.).	See section 80-194. Allowable districts: All with standards.
Uses Subject to a Use Permit:	Subject to the requirements of Article IV—Use Permit Requirements:
Use Permit Uses	See Sections 80-196 through 80-239
(1) Agricultural-related activities.	See section 80-197. Allowable districts: All with standards.
(2) Amateur radio antenna to exceed the administrative height.	See section 80-198. Allowable districts: All with standards.
(3) Antenna tower, and associated structure (radio, t.v., microwave broadcasting, etc.), to exceed the district height.	See section 80-200. Allowable districts: Residential districts, AG (see same heading in section 80-174, for other non-residential districts).
(4) Cemetery and/or mausoleum (human or pet).	See section 80-202. Allowable districts: All except AG with standards.
(5) Commercial amusement, outdoor.	See section 80-204. Allowable districts: C-1, M-1, and M-2 with standards.
(6) Event, special indoor/outdoor (more than 75 persons).	See section 80-179. Allowable districts: O&I, C-1, C-2, DTM, M-1, M-2, P&O, AG and residential districts in conjunction with an institutional use, such as a place

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	of worship or a school, or for the benefit of charity such as tours of homes, show houses, and the like.
(7) Landfill, solid waste disposal.	See section 80-220. Allowable districts: M-2 with standards.
(8) Lodge, retreat and/or campground.	See section 80-222. Allowable districts: AG, M-1, and M-2 with standards.
(9) Massage therapy establishments.	See section 80-238 for locational standards.
(10) Mobile food truck.	See section 80-237. Allowable districts: O&I, C-1, C-2, DTMU, M-1, M-2, and P&O.
(11) Places of worship.	See section 80-203. Allowable districts: All.
(12) Portable sawmills.	See section 80-225. Allowable districts: All.
(13) Private correctional facility/prison.	See section 80-226. Allowable districts: M-2 with standards.
(14) Recreational fields.	See section 80-227. Allowable districts: All.
(15) Recycling center, processing.	See section 80-228. Allowable districts: M-2 with standards.
(16) Salvage, storage, and/or junk facility.	See section 80-229. Allowable districts: M-2.
(17) School, private or special.	See section 80-230. Allowable districts: All.
(18) Colleges, universities and trade schools, private.	See section 80-230. Allowable districts: C-1, C-2, DTMU, M-1, M-2, O&I, and P&O.
(19) Stadium (off-site) associated with a private school.	See section 80-235. Allowable districts: All.
(20) Temporary classroom.	See section 80-192. Allowable districts: All.
(21) Transfer station, solid waste.	See section 80-236. Allowable districts: M-2.
(22) Truck terminals/truck stops.	See section 80-239. Allowable districts: M-1 and M-2 with standards.
(23) Utility substations (telephone, electric, or gas, etc.).	See section 80-194. Allowable districts: All.

- (f) *M-2—Development standards.* Unless otherwise provided in this chapter, uses permitted in the M-2 zoning district shall conform to the following standards:

Minimum front yard setback	40 feet
Minimum side yard setback	20 feet
Minimum rear yard setback	30 feet
Note: All M-2 uses abutting a residential district must maintain a side and rear yard of 50 feet.	
Minimum lot area	2 acres (87,120 square feet)
Minimum width of lot frontage or width at building line	30 feet

- (g) *M-2—Building height and form.*

Maximum height (unless approved by the fire marshal)	48 feet
Maximum lot coverage a. Including accessory structures.	60 percent

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- (h) *M-2—Design standards.* Unless otherwise provided in this chapter, uses permitted in the M-2 district shall conform to the following design standards:
- (1) All uses must be located on a collector street or within an industrial park served by a collector.
 - (2) All outside storage of materials and equipment must be completely screened from public view from adjacent properties and streets by an opaque screening device.
 - (3) Site design must permit on-site maneuvering of all vehicles; no backing to or from the street shall be permitted.
 - (4) Loading docks must be located to the rear of the building unless the loading area is completely screened from the street.
 - (5) No use shall be permitted which produces an objectionable or offensive odor at such concentrations as to be readily perceptible at any point along the lot line of the property on which the use is located.
 - (6) The site should be designed to accommodate adequate queuing and stacking of trucks on-site.
 - (7) Off-street parking shall be provided as specified in article IX.
 - (8) Buffers shall be provided as specified in article X.
- (i) *M-2—Other regulations.* The headings below contain provisions applicable to the M-2 Heavy Industrial Zoning District:

*Chapter
Number*

Fire CodesChapter 29

Manufactured and Mobile HomesChapter 38

Solid WasteChapter 47

Traffic and VehiclesChapter 56

Building RegulationsChapter 62

EnvironmentChapter 65

Soil Erosion and Sedimentation ControlChapter 65

Stormwater ManagementChapter 65

Stream Buffer ProtectionChapter 65

Flood Damage PreventionChapter 68

Land Development RegulationsChapter 71

LandscapingChapter 74

SubdivisionsChapter 77

ZoningChapter 80

Overlay DistrictsChapter 80

Home OccupationChapter 80

FencingChapter 80

Off-Street ParkingChapter 80

Use PermitsChapter 80

Non-ConformingChapter 80

AppealsChapter 80

SignsChapter 80

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-87. PD—Planned Development Zoning District.

- (a) *PD—Intent.* The PD Planned Development Zoning District is defined and is mandated as land areas and projects containing a combination of three or more of the following uses: Single-family residential, multi-family residential, commercial, office, institutional, industrial, and conservation. The PD district is intended to:
- (1) Encourage the development of large tracts of land as planned communities.
 - (2) Encourage flexible and creative concepts in site planning.
 - (3) Preserve the natural amenities of the land by encouraging scenic and functional open areas.
 - (4) Provide for an efficient use of land.
 - (5) Provide a stable residential environment compatible with surrounding residential areas.
 - (6) Protect neighboring properties by requiring larger peripheral lots adjacent to larger lot developments.
- (b) *PD—Use regulations.* Within the PD district, land and structures shall be used in accordance with the standards herein. Any use not specifically designated as a permitted use in this section or as a use allowed by use permit shall be prohibited.
- (c) *PD—Permitted uses.* All uses in the R-1, R-2, R-3, R-4, R-CT, RM-12, RM-36, O&I, P&O, C-1, and C-2 are permitted as provided in those respective districts.
- (d) *PD—Accessory uses and structures.* A structure or land may be used for uses customarily incidental to any permitted use and a dwelling may be used for a home occupation. Retail and service uses, and clubs accessory to recreation facilities are allowed subject to the following conditions:
- a. Accessory retail and service uses shall be located wholly within a building with a majority of the floor area designed for recreation uses. No outdoor advertising is allowed.
 - b. Temporary storage pods are intended for a limited period of time and not for permanent storage.
- (e) *PD—Development plan.* The development plan shall be the zoning control document for features depicted graphically. The site plan requirement applicable to rezoning requests shall be adhered to for PD rezoning requests. A site plan shall become the development plan if the request to rezone is approved without changes or additions. If the approval by the city differs in any way from what is depicted on the site plan submitted for the purpose of seeking rezoning, a revised plan must be certified by the planning and zoning department before development related permits may be issued. A site plan or development plan shall not substitute for plans which are required as a prerequisite for applying for development related permits. The location of all use areas shall be shown on the development plan, and location on the ground shall be as shown on the development plan.

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- (f) *PD—Development standards.* Unless otherwise provided in this chapter, uses permitted in the PD zoning district shall conform to the following standards:

Minimum lot area per unit	6,000 square feet
Minimum land area per unit	As specified in conditions
Minimum PD size	Five contiguous acres
Residential Density: Residential developments shall not exceed allowable densities for similar development as contained in the residential zoning classifications of this section. Residential project density shall be calculated by considering only land designated for residential development together with associated and adjacent common open space and recreation areas.	
a. Width of lot frontage	As specified in conditions
b. Minimum heated floor area per unit	As specified in conditions
c. Minimum setbacks: 1. Single-family detached and attached lots: a. Minimum front yard: As specified in conditions. b. Minimum side yard: As specified in conditions. c. Minimum rear yard: As specified in conditions.	

- (g) *PD—Minimum accessory structure requirements.*

Single-family and two-family uses:

- Accessory structures may be located within the side or rear yards subject to minimum yard setbacks.

- (h) *PD—Building height and form.*

a. Maximum height (unless approved by the fire marshal)	48 feet
b. Minimum building separation. All building separations shall be as specified by the International Code Council.	

- (i) *PD—Other minimum standards.*

- (1) Common outdoor area consisting of not less than 550 square feet per unit shall be provided for recreation in all developments of 15 or more acres.
- (2) Land area proposed for open space or recreation shall be allocated among the use areas in proportion to the ratio of a neighborhood population to the total PD population so that acreage devoted to open space is reasonably accessible to all residents.
- (3) Multi-family uses shall not be located along the perimeter except adjacent to or across a street from an existing multi-family or more intense use.
- (4) Agreements, covenants, declarations, and other contracts which govern the use, maintenance, and protection of a PD development among its owner's areas shall be part of the official final plat.
- (5) Multi-family units shall not exceed 25 percent of the total number of dwelling units in a PD.

-
- (6) Minimum common outdoor area. Twenty-five percent of the total site area shall be common outdoor area.
 - (7) Pedestrian connectivity. Walkways shall form a logical, safe, and convenient system for pedestrian access to all dwelling units, appropriate facilities within the development, and principle off site pedestrian destinations. All pedestrian facilities shall conform to the provisions of the Americans with Disabilities Act.
 - (8) Intermodal transportation. The development plan shall provide for vehicular, bicycle and pedestrian circulation within the PD district. Routes shall be designed to connect to existing or future routes adjoining the PD district.
 - (j) *PD—Other regulations.* The headings below may contain provisions applicable to the PD Planned Development Zoning District:

*Chapter
Number*

Fire CodesChapter 29

Manufactured and Mobile HomesChapter 38

Solid WasteChapter 47

Traffic and VehiclesChapter 56

Building RegulationsChapter 62

EnvironmentChapter 65

Soil Erosion and Sedimentation ControlChapter 65

Stormwater ManagementChapter 65

Stream Buffer ProtectionChapter 65

Flood Damage PreventionChapter 68

Land Development RegulationsChapter 71

LandscapingChapter 74

SubdivisionsChapter 77

ZoningChapter 80

Overlay DistrictsChapter 80

Home OccupationChapter 80

FencingChapter 80

Off-Street ParkingChapter 80

Use PermitsChapter 80

Non-ConformingChapter 80

AppealsChapter 80

SignsChapter 80

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1); Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

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(Supp. No. 23, Update 2)

Sec. 80-87.1. P&O Parks and Open Space Zoning District.

- (a) *P&O—Intent.* The purpose of the P&O Parks and Open Space Zoning District is to promote the development of public parks and open space service facilities in areas where they will be accessible to the public but not improperly encroach into residential areas or unduly contribute to traffic congestion in surrounding neighborhoods. Examples of parks and open space districts are publicly owned buildings, facilities and lands; and churches and church complexes.
- (b) *P&O—Use regulations.* Within the P&O district, land and structures shall be used in accordance with the standards herein. Any use not specifically designated as a permitted use in this section or as a use allowed by use permit shall be prohibited.
- (c) *P&O—Permitted uses.* Structures and land may be used for only the following purposes:
 - (1) Agriculture, forestry, or horticulture.
 - (2) Building, facility, or land for the distribution of utility service.
 - (3) Building, facility, or land for non-commercial park, recreation or open space purposes.
 - (4) Building, facility, or land for stormwater management purposes.
 - (5) Cemetery.
 - (6) Child day care center.
 - (7) Church or other legitimate place of worship, including a one-family dwelling for a minister.
 - (8) Event, special indoor/outdoor.
 - (9) Farmers market.
 - (10) Mobile food truck.
 - (11) Parks and other recreational and open spaces.
 - (12) Publicly owned building, facility, or land.
 - (13) Recreational court, public.
 - (14) Revival tent.
 - (15) Swimming pool, public.
 - (16) Wildlife refuge or nature preserve, including a one-family dwelling for a caretaker.
- (d) *P&O—Accessory uses.*
 - (1) *Accessory uses and structures.*
 - a. Accessory uses and structures incidental to any permitted use.
 - b. Accessory uses, buildings, and structures incidental to and in support of the above permitted uses, but not including living facilities except as specified above. For example, accessory uses, buildings and structures for a church or other legitimate place of worship would include, but not be limited to, family and domestic counseling services, after school day care, substance abuse group meetings, and use of a building or buildings other than the worship center itself for educational purposes, church administrative functions or indoor athletic activities, so long as the uses, buildings, or structures are actually owned by the church, and that any use is actually conducted by the church.

- c. Minimum accessory structure requirements: Accessory structures may be located in the rear or side yards only but shall not be located within a minimum yard.
 - d. Other use: Accessory structures shall not be located in the minimum front yard.
 - e. For sale, for rent, or for lease signs in accordance with the sign regulations of this section.
 - f. Temporary storage pods are intended for a limited period of time and not for permanent storage.
- (2) *Accessory uses and structures incidental to any legal permitted use, provided:*
- a. Retail sales and services must be conducted and accessed wholly within the building(s) housing the use to which the activities are accessory.

(e) *P&O—Conditional uses.*

Uses Subject to an Administrative Permit:	Subject to the requirements of Article IV—Administrative Permit Requirements:
Administrative Permit Uses:	See sections 80-174 through 80-195
(1) Amateur radio antenna to exceed the district height.	See section 80-176. Allowable districts: All.
(2) Event, special indoor/outdoor (less than 75 persons).	See section 80-179. Allowable districts: O&I, C-1, C-2, DTMU, M-1, M-2, P&O, AG and residential districts in conjunction with an institutional use, such as a place of worship or a school, or for the benefit of charity such as tours of homes, show houses, and the like.
(3) Farmers market	See section 80-179.1. Allowable districts: O&I, DTMU, C-1, C-2, M-1, M-2, and P&O. Allowable in AG and residentially zoned districts only when the property is occupied by a church, school, lodge/retreat, farm, plant nursery, etc., existing as a conforming or a lawful non-conforming nonresidential use. The issuance of this permit does not constitute an expansion or extension of a nonconforming use.
(4) Golf course.	See section 80-180. Allowable districts: All.
(5) Home occupations.	See section 80-138. Allowable districts: All residential districts.
(6) Recreational court, public.	See section 80-183. Allowable districts: O&I, C-1, C-2, M-1, M-2, and P&O with standards.
(7) Seasonal business use.	See section 80-190. Allowable districts: C-1, C-2, M-1, and M-2. Allowable in AG and residentially zoned districts only when the property is occupied by a church, school, lodge/retreat, farm, plant nursery, etc., existing as a conforming or a lawful nonconforming nonresidential use. The issuance of this permit does not constitute an expansion or extension of a nonconforming use.
(8) Swimming pool, private.	See section 80-190. Allowable districts: All except C-1, C-2.
(9) Temporary classroom.	See section 80-192. Allowable districts: All.

(10) Temporary structures.	See section 80-193. Allowable districts: All, except emission inspection stations shall be permitted only in non-residential districts and except AG.
(11) Utility substations (telephone, electric, or gas, etc.).	See section 80-194. Allowable districts: All with standards.
Uses Subject to a Use Permit:	Subject to the requirements of Article IV—Use Permit Requirements:
Use Permit Uses	See Sections 80-196 through 80-239
(1) Agricultural-related activities.	See section 80-197. Allowable districts: All with standards.
(2) Amateur radio antenna to exceed the administrative height.	See section 80-198. Allowable districts: All with standards.
(3) Antenna tower, and associated structure (radio, t.v., microwave broadcasting, etc.), to exceed the district height.	See section 80-200. Allowable districts: Residential districts, AG (see same heading in section 80-174, for other non-residential districts).
(4) Cemetery and/or mausoleum (human or pet).	See section 80-202. Allowable districts: All except AG with standards.
(5) Commercial amusement, outdoor.	See section 80-204. Allowable districts: C-1, M-1, M-2, and P&O with standards.
(6) Event, special indoor/outdoor (more than 75 persons).	See section 80-179. Allowable districts: O&I, C-1, C-2, DTM, M-1, M-2, P&O, AG and residential districts in conjunction with an institutional use, such as a place of worship or a school, or for the benefit of charity such as tours of homes, show houses, and the like.
(7) Lodge, retreat and/or campground.	See section 80-222. Allowable districts: AG, M-1, and M-2 with standards.
(8) Massage therapy establishments.	See section 80-238 for locational standards.
(9) Mobile food truck.	See section 80-237. Allowable districts: O&I, C-1, C-2, DTMU, M-1, M-2, and P&O.
(10) Places of worship.	See section 80-203. Allowable districts: All.
(11) Portable sawmills.	See section 80-225. Allowable districts: All.
(12) Recreational fields.	See section 80-227. Allowable districts: All.
(13) School, private or special.	See section 80-230. Allowable districts: All.
(14) Colleges, universities and trade schools, private.	See section 80-230. Allowable districts: C-1, C-2, DTMU, M-1, M-2, and O&I.
(15) Stadium (off-site) associated with a private school.	See section 80-235. Allowable districts: All.
(16) Temporary classroom.	See section 80-192. Allowable districts: All.
(17) Utility substations (telephone, electric, or gas, etc.).	See section 80-194. Allowable districts: All.

- (f) *P&O—Development standards.* Unless otherwise provided in this chapter, uses permitted in the P&O zoning district shall conform to the following standards:

Minimum front yard setback	50 feet
Minimum side yard setback	20 feet
Minimum rear yard setback	30 feet

Note: All P&O uses minimum front, side and rear yards shall provide 25-foot landscaping for buildings and parking.	
Minimum lot area	1 acre (43,560 square feet)
Minimum width of lot frontage or width at building line	100 feet

(g) *P&O—Building height and form.*

Maximum height (unless approved by the fire marshal)	48 feet
Maximum lot coverage a. Including accessory structures.	50 percent

(h) *P&O—Design standards.* Unless otherwise provided in this chapter, uses permitted in the P&O district shall conform to the following design standards:

- (1) All outside storage of materials and equipment must be completely screened from public view from adjacent properties and streets by an opaque screening device.
- (2) Loading docks must be located to the rear of the building unless the loading area is completely screened from the street.
- (3) Site plans for any development must be prepared by a professional site planner, architect, civil engineer, or landscape architect.
- (4) Architectural plans and specifications for any structure must be prepared by a professional architect or civil engineer.
- (5) Landscape plans are required for all developed sites, and they must be prepared by a professional landscape architect.
- (6) Off-street parking shall be provided as specified in article IX.
- (7) Buffers shall be provided as specified in article X.

(i) *P&O—Other regulations.* The headings below may contain provisions applicable to the P&O Parks and Open Space Zoning District:

*Chapter
Number*

Fire CodesChapter 29

Manufactured and Mobile HomesChapter 38

Solid WasteChapter 47

Traffic and VehiclesChapter 56

Building RegulationsChapter 62

EnvironmentChapter 65

Soil Erosion and Sedimentation ControlChapter 65

Stormwater ManagementChapter 65

Stream Buffer ProtectionChapter 65
Flood Damage PreventionChapter 68
Land Development RegulationsChapter 71
LandscapingChapter 74
SubdivisionsChapter 77
ZoningChapter 80
Overlay DistrictsChapter 80
Home OccupationChapter 80
FencingChapter 80
Off-Street ParkingChapter 80
Use PermitsChapter 80
Non-ConformingChapter 80
AppealsChapter 80
SignsChapter 80
(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-88. Reserved.

Editor's note(s)—An ordinance adopted Oct. 28, 2019 repealed § 80-88, which pertained to the PS Public Service District and derived from Ord. No. 2012-04, § 1(Exh. A), adopted June 11, 2012.

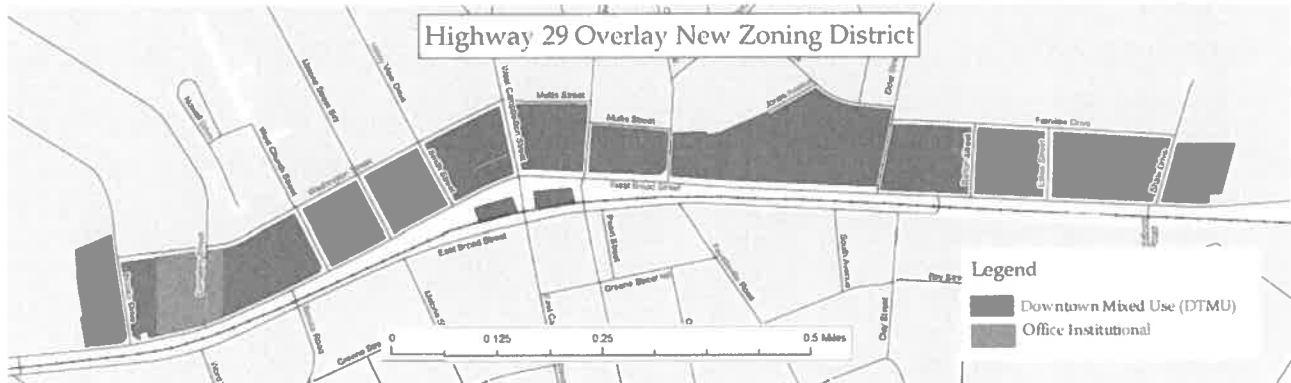
Sec. 80-89. Highway 29 Overlay Zoning District.

- (a) *Scope.* This article establishes standards and procedures that apply to any development, use, alteration, height, density, parking, common space, and building that lies, in whole or in part, within the Fairburn U.S. Highway 29 Overlay Zoning District, hereinafter referred to as the Fairburn overlay district. The Fairburn overlay district is based upon the urban design and development guidelines included in the downtown city livable centers initiative (LCI) study.

The LCI study calls for a community that incorporates higher density development in the downtown city area while providing a mix of commercial, office, recreation, and housing options. Also included in the LCI's goals is the improved mobility on the major corridors.

- (b) *Applicability.* This article applies to:
- (1) Every application for a building permit where one of the following conditions exist:
 - a. Changes resulting in complete demolition of a primary structure.
 - b. An increase in building footprint of 20 percent or more.
 - c. An increase in building square footage of 50 percent or more. The signage standards within this article apply to:
 1. Every sign permit application for the installation of a new sign.

The procedures, standards, and criteria herein apply only to that portion of the subject property within the boundaries of the Fairburn overlay district. Below are the boundaries of the Highway 29 Overlay Zoning District.



Wherever the underlying zoning regulations are in conflict with the provisions of this overlay district, the regulations of this overlay district shall apply.

Non-conforming uses created by the adoption of the Fairburn overlay district shall be administered as per article V.

Appeals, exceptions and variances shall be administered as per article VI.

(c) *Purpose and intent.* The purpose and intent of establishing the Fairburn overlay district is as follows:

- (1) To promote the development of a more dynamic, mixed-use district of appropriate scale and magnitude in the downtown city area.
- (2) To build on the character that is uniquely Fairburn to have a thriving, compact historic downtown.
- (3) To balance the rights of private property owners with the city's desire to guide future development.
- (4) To ensure that new structures and developments are consistent with the vision and recommendations of the downtown city LCI plan (completed in 2009) with significant community involvement and input.
- (5) To design and arrange structures, buildings, and common spaces to create an inviting, walkable, human-scale environment.
- (6) To provide for connectivity of streets and communities and reduce the dependence on automobile use by increasing the ease of movement and opportunities for alternative modes of travel.
- (7) To ensure a proportional relationship of surrounding buildings with respect to the general spacing of structures, building mass and scale, and street frontage by using techniques to achieve compatibility, such as:
 - a. Use of consistent setbacks from property lines;
 - b. Development of consistent sidewalks and a more active, interesting pedestrian environment;
 - c. Use of landscaping and lighting to unify district buildings and define space;
 - d. Use of compatible building materials to promote a design and building aesthetic compatible with the desired urban character; and
 - e. To implement the policies and objectives of the comprehensive plan and the zoning ordinance of the city within the Fairburn overlay district.

(d) *Definitions.*

Boarding and breeding kennels. Establishments where dogs or cats are boarded for compensation or where dogs or cats are bred or raised for sale purposes.

Extended stay motels. Any building containing six or more guest rooms intended or designed to be used, or which are used, rented, or hired out to be occupied, or which are occupied for sleeping purposes for guests and contain kitchen facilities for food preparation including but not limited to such facilities as refrigerators, stoves, and ovens.

Heavy repair shop and trade shop. Shops where lathes, presses, grinders, shapers, and other wood- and metal-working machines are used such as blacksmith, tinsmith, welding, and sheet metal shops; plumbing, heating, and electrical repair shops; and overhaul shops.

Liquor stores. Any business selling general alcoholic beverages, also known as sale of distilled spirits or hard liquor, for off-premises consumption. Liquor store does not include a business selling only beer and/or wine for off-premises consumption.

Live-work units. Buildings or spaces within buildings that are used jointly for commercial and residential purposes where the residential use of the space is secondary or accessory to the primary use as a place of work.

Mixed-use. A building or groups of buildings under one ownership designed to encourage a diversity of compatible land uses, which include a mixture of two or more of the following uses: Retail, office and/or service, and residential.

Multi-family residential. A building or set of buildings containing a group of dwelling units on a common lot containing separate living units for four or more families, having separate or joint entrances, and including apartments and condominiums. These are specifically distinguished from units defined as single-family attached dwellings (townhouses).

Salvage yards/junk yards. A parcel of land on which wastes or used secondhand materials are bought, sold, exchanged, stored, processed, or handled. Materials include but are not limited to: Scrap iron and other ferrous metals, paper; rags, rubber tires, bottles, discarded goods, machinery, or two or more inoperable motor vehicles.

Self-storage. A building or group of buildings divided into separate compartments used to meet the temporary storage needs of small businesses, apartment dwellers, and other residential uses.

Sexually oriented business. See chapter 5, section 5 of part I.

Small box discount retail stores. A retail store with a floor area less than 15,000 square feet that primarily offers for sale an assortment of physical goods, products, or merchandise directly to the consumer, including food or beverages for off-premises consumption, household products, personal grooming and health products, and other consumer goods, with the majority of items being offered for sale at lower than the typical market price. Small box discount retail stores shall not include the following: Pharmacy drug store or a convenience store attached to or collocated with a gas station.

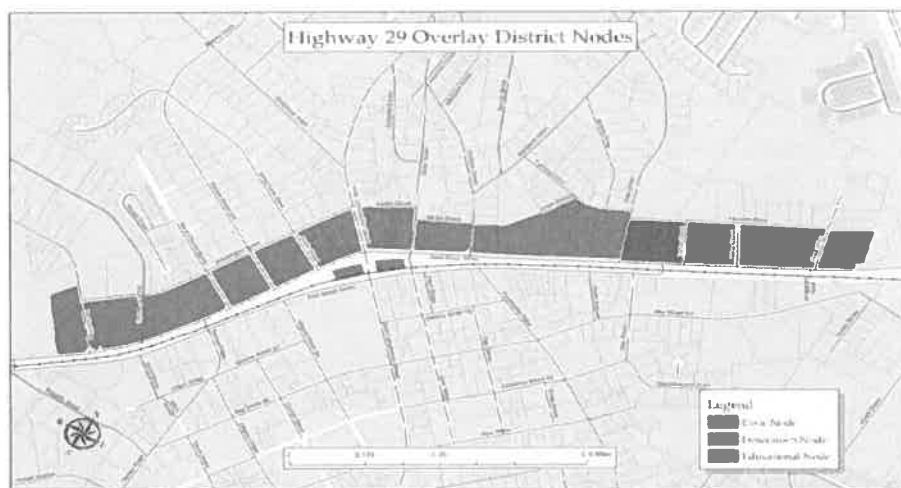
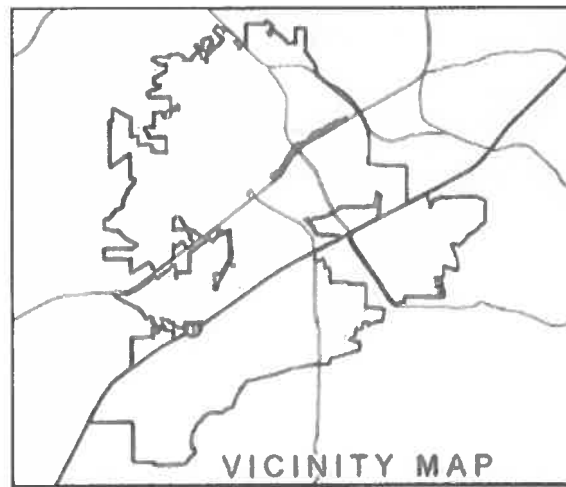
Title and pawn shops. An establishment that engages, in whole or in part, in the business of loaning money on the security of pledges of personal property, or deposits or conditional sales of personal property, or the purchase or sale of personal property.

(e) *District boundaries and map.* The boundaries and development categories of the Fairburn overlay district shall be established by a zoning map amendment adopted pursuant to this chapter which amendment shall be incorporated herein and made a part of this article. This map shall be incorporated by reference and shall be known as the official U.S. Highway 29 overlay district map.

The Fairburn overlay district shall be divided into three development categories:

- (1) *Educational node.* The intent of the educational node is to act as a gateway into the city from the north. Various educational institutions are collocated here to offer opportunities for shared facilities and infrastructure. A flexible mix of land uses is desired to better facilitate service commercial and residential uses in this area catering to the campus community as well as nearby residents.
- (2) *Downtown node.* The intent of the downtown node is to preserve the historic commercial heart of the city while encouraging a mixture of retail, entertainment, commercial, office and residential uses.
- (3) *Civic node.* The intent of the civic node is to be gateway into the downtown area from the south. It is expected that several of the civic uses currently spread throughout the city will eventually relocate to this node, creating an area of strong civic presence for the city.

The city director of planning or designee shall have the final authority to determine whether any property is located within the boundaries of the Fairburn overlay district.



- (f) *Principal uses.* The following principal uses of land and structures shall be authorized within the Fairburn overlay district:
 - (1) The Fairburn overlay district development may consist of any authorized use or combination of principal uses as authorized in the section below.

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- (2) Sites may contain a mixture of uses. A single use category (commercial, residential, office/institutional, or civic) should occupy no more than 70 percent of the gross square footage of total building construction approved for the project.
 - (3) In buildings with a mixture of residential and non-residential uses, non-residential uses must occupy the ground floor facing the public street.
 - (4) For principal uses not to exceed a certain square footage per use, this applies to each use (or business) within a structure, not the structure itself.

Principal uses authorized in each node are:

- (1) *Educational node.*
 - a. Live-work units.
 - b. Multi-family residential units.
 - c. Institutional uses.
 - d. Governmental uses.
 - e. Mixed-use with ground floor retail, office and/or service, and residential and/or office located on upper stories.
 - f. Office uses—not to exceed 25,000 square feet per use.
 - g. Retail uses—not to exceed 45,000 square feet per use.
 - h. Food service establishments.
 - i. Professional service.
- (2) *Downtown node.*
 - a. Live-work units.
 - b. Multi-family residential units.
 - c. Mixed-use with ground floor retail, office and/or service, and residential and/or office located on upper stories.
 - d. Governmental uses.
 - e. Office uses—Not to exceed 25,000 square feet per use.
 - f. Retail uses—Not to exceed 45,000 square feet per use.
 - g. Food service establishments.
 - h. Professional service.
- (3) *Civic node.*
 - a. Live-work units.
 - b. Multi-family residential units.
 - c. Institutional uses.
 - d. Governmental uses.
 - e. Mixed-use with ground floor retail, office and/or service, and residential and/or office located on upper stories shall be allowed.

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- f. Office uses—not to exceed 25,000 square feet per use.
 - g. Retail uses—not to exceed 45,000 square feet per use.
 - h. Food service establishments.
 - i. Professional service.

Live-work units, which consist of buildings used jointly as dwellings and non-residential (work) purposes that are both permitted in the Fairburn overlay district. Live-work units shall meet all of the following standards:

- (1) Work uses shall be compatible with residential uses and shall not produce or create noise, smoke, vibrations, smells, electrical interferences, or fire hazards that would unreasonably interfere with residential uses. Permitted uses are:
 - a. Accounting office;
 - b. Planning, engineering, or architectural office;
 - c. Financial services office;
 - d. Insurance office;
 - e. Legal office;
 - f. Counseling office;
 - g. Real estate office;
 - h. Information processing uses;
 - i. Tutorial/educational services;
 - j. Fine arts studios and/or galleries;
 - k. Photography studios;
 - l. Consulting services;
 - m. Food service establishments; and
 - n. Beauty salons.
- (2) The maximum number of employees on the premises shall be five, in addition to the occupants of the residential space.
- (3) The unit shall not accommodate more than seven customers/clients at a time.
- (4) The minimum size of the live-work unit shall be 1,200 square feet with at least one-third of the unit designated for residential space.

The following principal uses of land and structures shall be prohibited within the Fairburn overlay district:

- (1) Boarding and breeding kennels.
- (2) Storage yard for damaged or confiscated automobiles.
- (3) Tire re-treading and recapping.
- (4) Sexually oriented businesses. See chapter 5, section 5 of part I.
- (5) Automotive repair shops.
- (6) Extended stay motels.
- (7) New and used cars sales.

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- (8) Title and pawn shops.
 - (9) Liquor stores.
 - (10) Night clubs.
 - (11) Salvage yards/junk yards.
 - (12) Self-service car wash and detailing.
 - (13) Self-storage.
 - (14) Fuel stations.
 - (15) Heavy repair and trade shops.
 - (16) Small box discount retail stores.
- (g) *Development standards.* The following requirements shall apply to all structures in the Fairburn overlay district:
- (1) *General site design requirements.*
 - a. For nonresidential uses, the primary ground floor entrance to all buildings shall be clearly visible from the street, shall face the street, and shall be unlocked during operating business hours.
 - b. Decorative fencing, where applicable, shall only be made of brick, stone, wood, wrought iron or similar material. Fencing in the front yard of any property shall not be higher than four feet. Fencing to the rear or side of a building shall not be higher than six feet.
 - c. No barbed wire, razor wire, chain-link fence or similar elements shall be visible from any public plaza, ground level or sidewalk level outdoor dining area or public right-of-way.
 - d. Gates and security arms shall be prohibited from crossing any public street or sidewalk.
 - e. All structures shall provide for underground utility access and connections, including pad-mounted transformers, at the rear of the building.
 - (2) *Building setbacks and height.*
 - a. The following requirements apply to all developments:

	Building Setbacks	Building Height
Educational Node	0—20 feet	1—4 stories
Downtown Node	0—10 feet	1—4 stories
Civic Node	0—10 feet	1—4 stories

- b. Single story buildings must include building features such as parapet walls or other appropriate architectural elements in order to achieve a minimum height of 16 feet.
- c. Single story buildings must be designed and constructed so as to allow additional stories.
- d. Side setbacks for parcels shall be determined by the underlying zoning.
- e. Parking structures that do not exceed 35 feet in height are allowed by right in this district.

Those exceeding 48 feet in height are subject to a conditional use permit per city zoning ordinance. All parking structures must be designed with materials and architectural features consistent with surrounding buildings.

(3) *Lot coverage and lot size.*

- a. Building setbacks and side setbacks standards of this article shall determine lot coverage. No minimum lot coverage or lot size standards from any other article or section shall apply to parcels within the Fairburn overlay district.

(4) *Development standards for live-work units.*

- a. All off-street parking shall be hidden behind or within individual units. Garages may not face the public street. Properties that were formerly single-family homes are exempt from this requirement.
- b. The front entrance to each unit shall be at grade opening directly onto the public sidewalk or a public space adjacent to the public sidewalk.

(5) *Development standards for commercial and mixed-use buildings.*

- a. Ground-floor commercial and retail uses shall have entrances at grade opening directly onto the public sidewalk or a public space adjacent to the public sidewalk.
- b. Canopies over retail and commercial entrances and/or windows shall be mounted a minimum of eight feet above the sidewalk.
- c. The size of leased commercial space shall vary within each development to allow for diversity of tenants. Individual commercial units shall not exceed the limits established in section 80-92.06.
- d. A minimum of 75 percent of the ground-floor façade of mixed-use and commercial buildings shall be clear and un-tinted, transparent glass. Single use developments and those uses where such window area is impractical or unfeasible are excluded from this minimum requirement.
- e. Pedestrian access shall be provided from all parking areas to the building entrance.

(6) *Development standards for multi-family and townhome buildings.*

- a. Ground-floor residential units that face the street shall have entrances with a stoop or porch between the sidewalk and the building façade no less than two feet above grade. A sidewalk shall connect all ground floor entrances to the public sidewalk.
- b. Setbacks for multifamily and townhome buildings shall contain only steps, front porches or stoops, balconies, or landscaping. Mechanical equipment and other building service items may not be located within the setback area between the public sidewalk and building.

(7) *Parking.*

- a. Required parking may be provided through a combination of off-street, on-street, or shared parking, provided that all required parking is located within 1,200 feet by travel route of the principal entrance of buildings which it is intended to serve. The minimum number of required parking spaces shall be as provided in section 80-336. These requirements do not apply to district parking areas provided by the city.
- b. All off-street parking, including surface lots and parking decks, shall be located behind or beside buildings. No parking shall be located between the sidewalk and the building face.
- c. Each development which provides automobile parking facilities shall provide bicycle parking facilities in adjacent parking structures, parking lots, the adjoining sidewalk or setback area. Nonresidential developments shall provide bicycle parking at a ratio of one bicycle parking space for every 20 vehicular spaces. Multifamily residential developments shall provide bicycle parking facilities at a minimum ratio of one bicycle parking space for every five multifamily units. No

development shall have fewer than three bicycle parking spaces nor be required to exceed a maximum of 50 bicycle parking spaces.

- d. Off-street parking shall be screened from view from any public street by buildings and/or landscaping. Off-street parking may not be located between the sidewalk and the building face.
 - e. Any portion of a parking deck that is adjacent to a public street shall be screened with retail on the ground floor. Any upper stories of a parking deck that are visible from a public street shall be clad with materials to reflect the design of the primary structure which it serves.
 - f. No parking area may be used for the sale, repair, dismantling, service, or long-term storage of any vehicles or equipment.
 - g. Curb cuts:
 - 1. The consolidation of curb cuts shall be encouraged where possible and new curb cuts shall be discouraged whenever appropriate, considering safe traffic flow, the objectives of this district, and access points needed for the proper functioning of the use.
 - 2. Location and spacing of curb cuts shall, at a minimum, meet the requirements of the state department of transportation driveway and encroachment control manual.
 - h. Shared parking is encouraged in accordance with article VI, Administrative permits and use permits, section 80-181, Parking, off-site and shared.
- (h) *Architectural regulations.* In order to maintain a consistent character and accent the historic nature of the city's commercial core, the following architectural regulations shall apply to all uses and structures within the Fairburn overlay district:

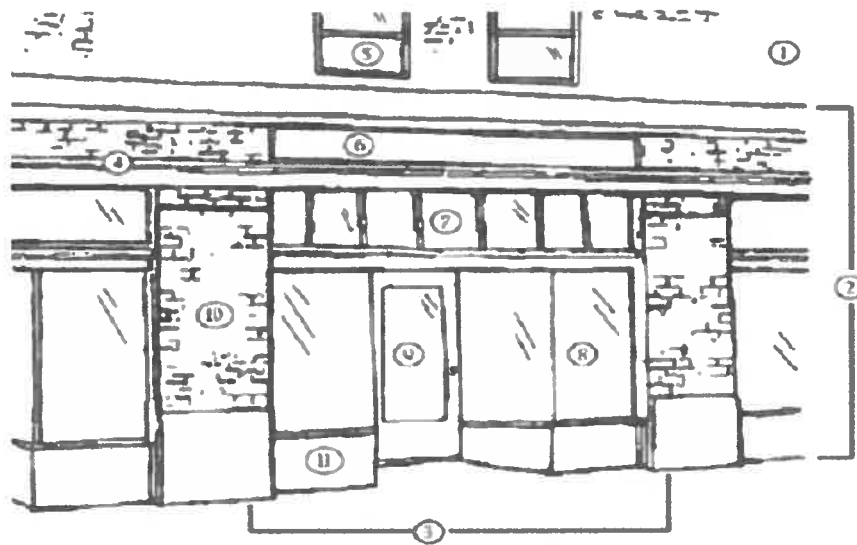
New construction and renovations shall:

- (1) Maintain the original character of the façade of historic building.
- (2) Conform to the architectural character of the national register structures of the downtown area.
- (3) Reinforce the established horizontal lines of façades on the block. Restore or recreate the historic horizontal alignment of architectural features such as cornices, windowsills and parapets.



Reinforcing established horizontal lines through windows and cornices helps maintain continuity of storefronts

- (4) Construct 75 percent of the width of the front façade of the building at the ground level as fenestration (windows, doors, etc.).
- (5) Maintain the original size, shape, and design of the storefront opening. Large ground floor windows shall be maintained. Doors shall use painted frames; unfinished aluminum or stainless-steel frames are not permitted. Window and door frames may be metal with anodized or painted finish or varnished or painted wood. Residential type of opaque and paneled doors shall not be permitted.
- (6) Maintain traditional recessed storefront entrances where they exist.
- (7) Provide uninterrupted wall widths of not more than 60 feet.
- (8) Incorporate storefront design widths that change at least every 40 feet.



1. Upper Façade	6. Signboard
2. Lower Façade	7. Transom
3. Storefront	8. Display Window
4. Cornice	9. Entrance
5. Upper Floor Window	10. Pier
	11. Bulkhead/Kickplate

- (9) Maintain and/or restore kickplate below storefront windows where appropriate. Appropriate kickplate materials include painted wood, glazed tile, painted metal in muted tones or metal matte bronze finish.
- (10) Preserve primary façade elements (see graphic above) and high-quality building materials. If the original façade has been concealed, it shall be uncovered. If portions of the original building material must be replaced, duplicate the material used or use a similar material to the original. Use of "barn" wood or other boarded surfaces which are inconsistent with the original building design shall not be permitted. All building façades visible from the public street shall consist of wood, stone, brick or stucco.
- (11) Preserve and restore original ornamentation and details of the façade using photographic and other evidence.

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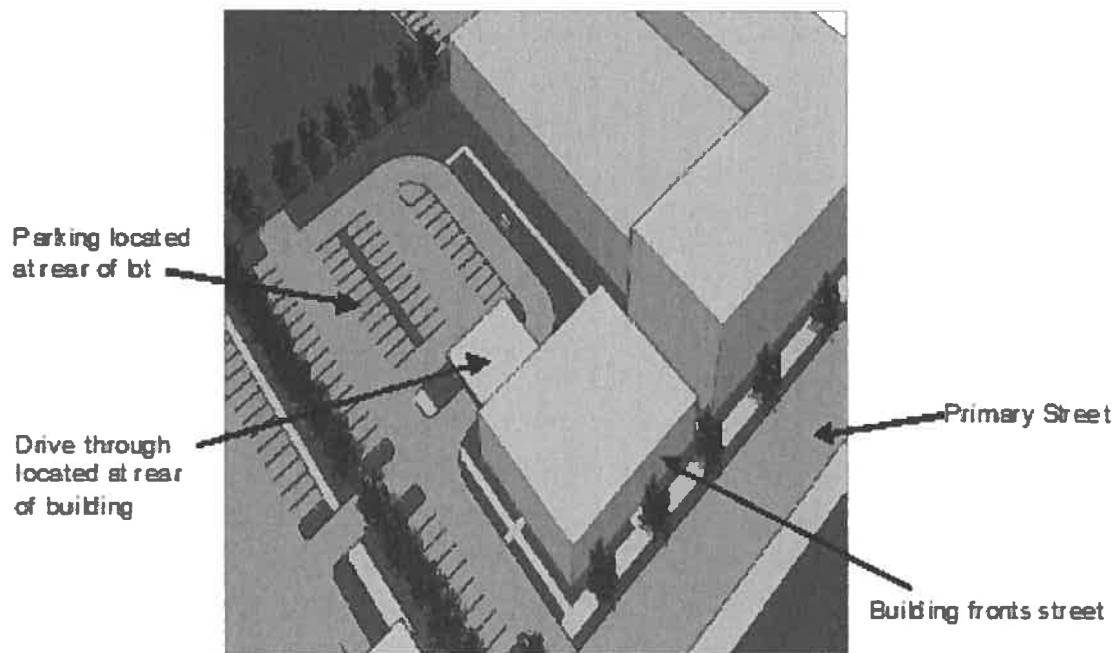
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- (12) Preserve the size and shape of upper story windows along street facing façades. Reopen any blocked upper story windows. Maintain the original spacing of windows. Window arrangements not in keeping with the city's historic character, such as gang windows, are not permitted.
- (13) Not make use of aluminum tube-type windows along any street facing façades. Solid vinyl windows are only permitted as long as the window has a minimum frame depth of 4½ inches, is a color other than pure white, and is fabricated to fit the original window opening size. Vinyl clad wood windows may be permitted as long as they are not pure white in color.
- (14) Preserve the original transom, if it exists. The transom shall be clear glass or shall be used for a sign or decorative panel.
- (15) Maintain and repair the original door or replace with a door of similar design and materials. Standard aluminum and glass commercial doors are permitted but the frames shall be painted in dark colors.

Replacement doors shall be commercial type doors and shall not be of residential proportions or design.

- (16) Incorporate a building color scheme which visually links the building with others in the area. The colors chosen should relate to the established masonry tones within the downtown area. If brick or masonry is exposed, it shall not be painted. Existing buildings of painted brick shall be repainted and paint removal is not permitted unless approved under the Secretary of the Interior standards for rehabilitation of historic buildings.
- (17) Shall include exterior surfaces, when painted and visible from the public street, are done so in earth tones or colors consistent with the historic character of the city.
 - a. The following shall only be recommendations to follow to develop appropriate building color palettes. Three colors are sufficient to highlight any façade:
 - 1. *Base color:* Is that on the upper walls and piers flanking the storefront. This shall be natural masonry or painted to look as natural as possible.
 - 2. *Major trim:* Is the color that defines the decorative elements of the building, tying together the upper façade trim and the storefront. The trim color should complement the base color. Major trim elements include the building cornice, storefront cornice, window frames, sills and hoods, and storefront frame, columns, and bulkheads (kickplate).
 - 3. *Minor trim:* Should enhance the color scheme established by the base and major trim. Often a darker shade of the major trim is used to highlight the window sashes, doors, and selective cornice and bulkhead details.
- (18) Not include roof materials made of reflective surfaces, when visible from the public right-of-way.
- (19) Not make use of security bars and steel roll down doors or curtains which are visible from the public street.
- (20) Incorporate, when necessary, service bays for lanes of drive through restaurants designed so that the openings are not visible from a public street.



Sample design of drive-through restaurant. Building fronts the street and drive-through is located at the rear. Graphic is included for illustrative purposes only.

- (21) Not include temporary awnings.
- (22) Include, where appropriate, fabric, canvas, or metal standing-seam awnings. All other building materials must be of durable quality and shall be compatible with materials used in adjoining buildings.
 - a. *Landscaping requirements.* The following landscaping regulations shall apply to all uses within the Fairburn overlay district. Any development incorporating a mix of uses shall require the submittal of a landscape plan for approval, which shall include the following elements:
 1. A continuous landscape strip of not less than five feet in width shall be constructed along all public streets. The landscape strip in the front yard shall be planted with a row of street trees of at least three and one-half inches in caliper measured from three feet above finished ground level and planted not less than 30 feet on center.
 2. Ground cover shall also be provided in accordance with this section in order to protect tree roots and to prevent erosion. Ground cover shall consist of evergreen shrubs and groundcover plant material mulched with pine bark mulch, or other similar landscaping material to include mulch made from recycled materials.
 3. No tree shall be planted closer than two feet from the street or sidewalk, and no closer than five feet from a fire hydrant, sign post, streetlight standard, utility pole, or similar structure. The property owner shall investigate all conflicts with utilities prior to planting. The landscape plan submitted to city staff must identify all existing and/or proposed underground and overhead utilities.
 4. All parking lots within the Fairburn overlay district shall be bounded by a ten-foot landscape strip along all outside edges. Of the remaining parking lot area, a minimum of ten percent shall be devoted to landscape islands.

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5. The following is a partial list of acceptable trees that can be planted along streets in the city. Trees and all other plantings shall be maintained in accordance with section 80-369.

- (i) October glory red maple.
- (ii) Sunset maple.
- (iii) Nuttall oak (*Quercus nuttalli*).
- (iv) Shumard oak (*Quercus shumardii*).
- (v) Willow oak.
- (vi) Zelkova serrata.
- (vii) Ginkgo (*Ginkgo biloba*).
- (viii) Trident maple (*Acer buergerianum*).
- (ix) Allee lacebark elm (*Ulmus parvifolia* emer (II).
- (x) Chalkbark Maple (*Acer Leucoderme*).
- (xi) Georgia Oak (*Quercus Falcata*).

6. Street trees shall be installed in a minimum planting area of four feet by eight feet. Tree-planting areas shall provide porous drainage systems that allow for drainage of the planting area.
7. All street trees and other trees and all ground cover required by this article shall be maintained in a healthy condition, and any trees or ground cover which die shall be replaced within the earliest possible planting season. Maintenance of all trees in this district shall comply with state department of transportation landscape standards (available at <http://mydocs.dot.ga.gov/info/gdotpubs/Publications/6755-9.pdf>).

(j) *Sidewalks.*

- (1) A public sidewalk shall be constructed along all public street frontages contiguous to all properties within the Fairburn overlay district. This sidewalk shall measure a minimum width of ten feet in the downtown node, and six feet in all other areas of the Fairburn overlay district.
- (2) Safe and convenient pedestrian pathways shall be provided from public sidewalks to each structure entrance, including pedestrian access routes to parking decks, through parking lots and between adjacent buildings within the same development. All such pathways shall be concrete and a minimum width of six feet.
- (3) When installed, benches, trash receptacles, and bike racks shall be placed adjacent to the sidewalk zone on all streets.

(k) *Common space requirements.*

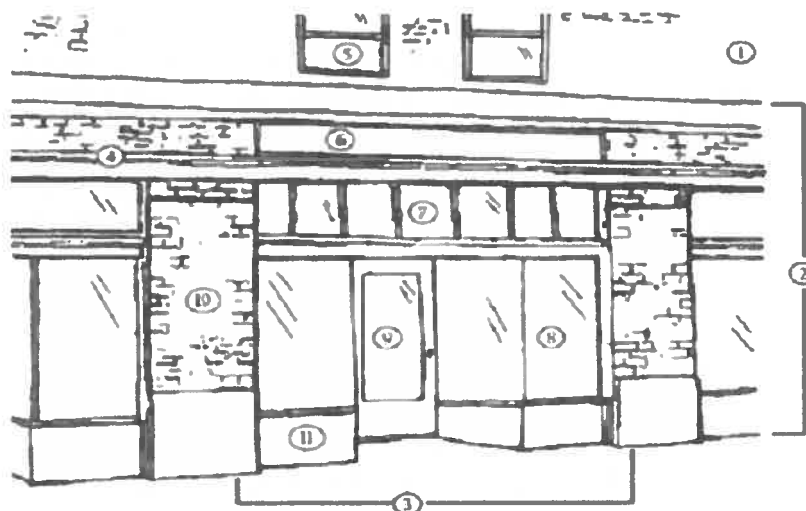
- (1) A minimum of ten percent of the total lot area shall be designated as common space for each new mixed-use development. Common space areas may be transferred from one parcel to another within overall developments that remain under unified control of a single property owner or group of owners; but, must demonstrate interconnectedness of public areas.
- (2) Common spaces shall be at grade and surrounded by a mix of uses directly accessible from a public sidewalk and building entrances.

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- (3) Common space that is provided as part of a new development shall include connectivity to any existing or planned nearby public amenity, including, but not limited to, trail networks, greenspace or park facility.
 - (4) Common spaces may include any combination of the following: planted areas, fountains, parks, plazas, trails and paths, hardscape elements related to sidewalks and plazas, and similar features which are located on private property and accessible to the general public. On-street parking shall be permitted to count toward the ten percent common space requirement.
 - (5) Private courtyards and other private outdoor amenities may be located at the interior of the block, behind buildings or on rooftops. Private courtyards and outdoor amenities shall not be counted toward the ten percent common space requirement.
 - (6) All common space shall be fully implemented prior to issuance of a certificate of occupancy for the primary development.
 - (7) Each applicant shall present as a part of the application for a building permit within the Fairburn overlay district a legal mechanism under which all land to be used for public space purposes shall be maintained and protected. Such legal mechanism may include deed restrictions, property owner associations, common areas held in common ownership or control, maintenance easements, or other legal mechanisms, provided that said legal mechanism shall be approved by the city attorney as assuring each of the following mandatory requirements:
 - a. That all subsequent property owners within said Fairburn overlay district be placed on notice of this development restriction through the deed records of the city;
 - b. That all public space held in common will be properly maintained and insured with no liability or maintenance responsibilities accruing to the city;
 - c. That a legal mechanism exists for notice of deficiencies in maintenance of the public space held in common, correction of these deficiencies, and assessment and liens against the properties for the cost of the correction of these deficiencies by a third-party or the city;
 - d. When an applicant for a Fairburn overlay district chooses to utilize a property owners association in order to comply with the requirements of the subsection above, the applicant, in addition to meeting all of said requirements, shall provide for all of the following:
 1. Mandatory and automatic membership in the property owner's association as a requirement of property ownership;
 2. A fair and uniform method of assessment for dues, maintenance and related costs;
 3. Where appropriate, party wall maintenance and restoration in the event of damage or destruction; and
 4. Continued maintenance of public space held in common and liability through the use of liens or other means in the case of default.

(II) *Screening.*

- (1) All dumpsters shall be enclosed with a wall of equal or greater height on three sides, the material of which shall be similar to the material on the outside of the main building.
- (2) Dumpsters shall not be visible from the public street and shall be fenced or screened so as not to be visible from any adjoining residential district.
- (3) Loading docks shall not be located on the front of any building.

- (4) Loading dock entrances for non-residential uses shall be screened so that loading docks and related activity are not visible from the public right-of-way.
 - (5) Loading and dumping activities located within 150 feet of a single-family residential property shall only be permitted to undertake said activities during normal business hours (7:00 a.m.—9:00 p.m.).
 - (6) All service areas shall be screened from view from the street with buildings, landscaping, or decorative fencing.
 - (7) Accessory mechanical systems and features including air and heating systems, solar collectors, satellite dishes, and telecommunications equipment shall not be visible from the public right-of-way.
 - (8) Chain-link fences shall not be visible from the public right-of-way, except those temporary uses specifically permitted by city code.
- (m) **Signage.** Unless otherwise noted in this subsection, the standards and procedures in article XII shall apply for all signs located within the Fairburn overlay district.



Permitted sign types: Proper placement and relationship to façade elements

Subject to review, approval and permitting, the following sign types shall be permitted in the Fairburn overlay district:

- (1) A-frame sandwich board sign.
- (2) Awning sign.
- (3) Monument sign.
- (4) Projecting sign.
- (5) Wall sign or signboard sign.
- (6) Storefront display window sign.

The following sign types shall be prohibited in the Fairburn overlay district:

- (1) Animated, flashing, rotating or blinking sign—with the exception of traditional barber pole.

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- (2) Changeable copy sign (electronic or otherwise), with the exception of signs communicating only the time and/or temperature (see chapter 80, article 12).
 - (3) Feather flag sign.
 - (4) Pole/pylon sign.

The following materials shall be permitted to be used for signs in the Fairburn overlay district:

- (1) Brick or stone, as foundation for monument sign.
 - (2) Canvas, for awning sign.
 - (3) Metal, powder coated or painted.
 - (4) Wood.
- (n) *Outdoor dining.*
- (1) Decks or patios located on private property are not regulated or prohibited by this section.
 - (2) Restaurants may place tables outside their place of business. These tables must be placed adjacent to the front wall (and side wall, if applicable) of the building.
 - (3) Tables must not extend beyond the side property line of the restaurant or encroach upon the side building line of adjacent businesses.
 - (4) Dining tables must not be wider than three feet in diameter.
 - (5) A minimum of five feet of clear pedestrian access must be maintained on all sidewalks.
 - (6) Access to public stairways shall not be blocked. Tables and chairs must not interfere with any utilities or other facilities such as telephone poles, fire hydrants, signs, mailboxes, and benches located on the sidewalk or in the public right-of-way.
 - (7) Tables and chairs must not impinge on any required clear distances for maneuvering around entrances or exits. The outdoor dining area shall be accessible to disabled patrons and employees.
 - (8) Umbrellas must be of quality construction and must be designed to be secure during windy conditions. No portion of the umbrella may be lower than seven feet above the sidewalk.
- (o) *Lighting.*
- (1) Street and pedestrian lights shall alternate along all sidewalks every 30 feet.
 - (2) All parking areas, walkways, vehicle entrances and service/loading areas shall provide area lighting sufficient to achieve a minimum of 1.5 footcandles of light as measured at grade or ground level and shall have a minimum ratio of the average to the minimum of 4:1 or less, and shall have a minimum vertical illuminance of 0.5 footcandles.
 - (3) Lighting fixtures in parking areas shall be located to assure adequate light levels without displacing planned trees. Light fixture placement shall be shown on landscape plans.
 - (4) Lighting fixture height, style, design and illumination levels shall be compatible with the building design and height and shall consider safety, function and aesthetics. Lighting fixtures installed along sidewalks shall be of pedestrian scale and shall not exceed 20 feet in height.



**Lighting fixtures help make an area safer
and easier to navigate for pedestrians and driver alike.**

- (5) Lighting may be used to illuminate buildings, landscaped medians/islands and grounds for safety purposes and to enhance appearance. The visual effects of such lighting shall be subtle.
- (6) Lighting attached to building exteriors to reflect upon building exteriors shall be consistent with the architectural style of the building.
- (7) Security lighting shall be shielded and shall focus on the side or rear entry door.
- (8) Specialty lighting on outdoor patios, terraces, walkways, and trees may be used to encourage nighttime use by pedestrians.
- (9) All outdoor lighting shall use full cut-off fixtures or IDA-approved fixture and be subject to review and approval during the site planning phase of the project.

(p) *Outdoor display.*

- (1) *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Access zone means that portion of the public sidewalk reserved for continuous unobstructed pedestrian traffic and ingress/egress to businesses and structures lining the public rights-of-way.

Amenity zone means that portion of public sidewalk for siting of municipal streetscape elements; such as street trees, street lights, benches, trash cans, sign posts, ashtrays, etc.; approved outside dining areas (as permitted by section 80-89, Highway 29 Overlay Zoning District); and designated special events or vending locations (as permitted by article IV, Administrative permits and use permits).

Appearance zone means that portion of the sidewalk as approved for downtown beautification or business enhancement, including planters and benches, product display, ashtrays, signs (as permitted by article XII, Sign regulations), and tables and chairs.

City means the City of Fairburn.

Director of planning means the city zoning administrator.

Obstacle means any object or item whether situated upon or hanging over the right-of-way, including but not limited to noticeable changes in grade or paving materials.

Outdoor display means the outdoor display of products actively available for rent or sale within the principle business facility. This definition does not include products in shipping boxes, crates, on pallets, or other shipping containers, or any construction equipment which shall be considered outdoor storage.

Public property means property owned, leased, or maintained by the city including but not limited to streets, byways or rights-of-way, sidewalks, parking lots, lots of record with or without structures, parks, and easements.

Sidewalk means that portion of the right-of-way improved for use by pedestrians located between the curb line or the edge of an improved roadway and the adjacent property line.

2. *Use of public property.*

- a. *Purpose of the public sidewalk.* Use of the public sidewalk for any purpose other than as a pedestrian right-of-way is a privilege, which the city may grant or deny to insure the primary purpose of the public rights-of-way for travel and to maintain the efficiency of the pedestrian path for both safety and convenience.
 1. To provide for pedestrian clearance, an access zone shall be reserved at all times for continuous, unobstructed pedestrian traffic along the public sidewalk. This reserved zone shall be a minimum of five feet in width as measured from the edge of the sidewalk closest to the street, running parallel to the roadway and as straight as possible, and not encroached upon even if this precludes other uses of the public sidewalk. Where less than five feet exists, all of the right-of-way shall be reserved for pedestrian clearance. A minimum of seven feet height clearance above grade for the access zone shall also remain unobstructed.
 2. To provide for ingress/egress to businesses and structures lining the public rights-of-way, there shall also be reserved clear passages between the access zone and the curb. These passages shall be a minimum of five feet in width and perpendicular to the roadway and as direct as possible. In addition to corner passages at street intersections, each side of a city block shall have a minimum of two said passages spaced at least 50 feet apart as well as passages located at each property line.
- b. *Use of the appearance zone.* Wherever wide sidewalks exist within the Highway 29 Overlay Zoning District as provided by the current zoning ordinance, the city may designate an appearance zone and grant or deny the privilege of limited use of the zone to abutting businesses for downtown beautification or business enhancement, in accordance with the provisions of this article.
 1. The appearance zone shall only be used for incidental or accessory purposes by an abutting business with a current business license; any use of the area by others shall constitute a type of vending or special event that must obtain proper permits through article IV, Administrative permits and use permits.
 2. The appearance zone for a business shall not exceed the width of the front wall of the abutting business nor extend onto the public sidewalk beyond a depth of 24 inches from the front wall of the business or the maximum depth remaining after observance of the access zone. For corner properties, the sidewalk area adjacent to the side wall of the business may also be considered for the establishment of an appearance zone.
 3. Placement of beautification or enhancement items. Planters, benches, and ashtrays deemed compatible in design and materials may be allowed in the appearance zone provided that these items are kept clean, attractive, sanitary, and in a structurally sound condition at all times. Vegetation must be maintained in a healthy and attractive condition

at all times. No hanging baskets or artificial vegetation displays are permitted. All litter must be removed promptly, including cigarette butts.

4. If the director of planning determines any object to be non-compliant with this section, said object is subject to immediate removal by the business.
- c. *Placement of merchandise for display, sale, and advertisement limited.* It shall be unlawful to place, for purposes of display, for the sale or advertisement of any property or merchandise whatsoever, upon the public sidewalks or parking spaces/lots of the city except as provided herein.
1. In accordance with subsections 80-89(p)(2)a. and b. above, wherever wide sidewalks exist within the Highway 29 Overlay Zoning District as provided by the current zoning ordinance, the appearance zone may also be utilized for product display provided:
 - (i) Placement of merchandise occurs only during business hours and all merchandise is removed at the close of business each day.
 - (ii) To reduce the added risk of product tipping into the access zone, no merchandise shall exceed or be stacked to exceed six feet in height and no shelving units that exceed four feet in height may be used. Tables may be used as long as they fit within the appearance zone.
 - (iii) To reduce the added risk of product rolling into the access zone, all wheels shall be locked or chocked.
 - (iv) To reduce the added risk of product falling into the access zone, no merchandise shall be hung on the building or suspended from the building's awnings or canopies.
 - (v) No signs other than those signs as permitted within the official zoning ordinance, article XII, shall be used on public property; labels less than one-inch square shall not constitute signage.
 - (vi) All merchandise must be the merchandise of the business. The appearance zone for a specific business shall be used solely by that business for the display of its merchandise and shall not be leased, sold, or gifted to a third party for their use.
 - (vii) The business owner is responsible for ensuring that the merchandise and displays in the appearance zone are clean, well-kept and secure. The business owner is responsible for ensuring that the merchandise and displays will not cause harm to any pedestrians walking in the access zone.
 2. If the director of planning determines any display, or portion thereof, to be non-compliant with this section, said display is subject to immediate removal. After the director of planning has determined that such display is non-compliant, he shall initiate proceedings to cause the removal. The director of planning shall prepare and issue a letter of determination to the owner of record and parties of interest of the building. The letter of determination shall contain, but not be limited to, the following information:
 - (i) The street address of the building, structure or premises.
 - (ii) A statement indicating the display of merchandise is non-compliant with this section and must be removed or brought into compliance within 24 hours or, that the city has determined, for any reason, that the display must be completely removed within 24 hours, that the owner or occupant may file an

appeal to the planning and zoning commission pursuant to section 80-255. Secondary variance/interpretation, and failure to appeal in the time specified will constitute a waiver of all rights to such appeal.

- (iii) A statement advising that if the display is not removed or brought into compliance within the time specified, and an appeal is not filed, the director of planning may cause code enforcement to remove the display and all costs incurred will be charged against the business owner or the owner of record and the total cost to the city for removing the display shall be a special lien against the property and shall be placed upon the tax records of the city.
 - 3. The letter of determination and all attachments thereto shall be served upon the business owner, owner of record, and any parties of interest designated in the initial application either personally or by certified mail, postage prepaid, return receipt requested. If addresses are not available on any person required to be served the letter of determination, the letter of determination addressed to such person shall be mailed to the address of the building or structure involved in the proceedings. Failure of the director of planning to serve any person herein required to be served other than the owner of record shall not invalidate any proceedings hereunder nor shall it relieve any other person served from any obligation imposed on him. Service by certified mail as herein described shall be effective on the date the letter of determination was received as indicated on the return receipt. Proof of service of the letter of determination shall be by written declaration indicating the date, time and manner in which service was made and signed by the person served on by the return receipt.
 - 4. In addition, should the owner of record or interested parties give cause to receive a letter of determination for more than two offenses for the same violation during a period of 12 consecutive months, code enforcement may issue a citation to the owner of record or interested parties to appear before the municipal court of the city and there shall be no appeal for the third or subsequent offense occurring during a period of 12 consecutive months. The fines and penalties are as provided in subsection 5. below, however, the minimum fine for such additional citation shall not be less than \$150.00 and each subsequent citation within a 12-month period shall be subject to an amount double the previously assessed fine up to \$1,000.00.
 - 5. It shall be unlawful and a violation of this section to place merchandise or property, for purposes of display, sale or advertisement, upon any designated off-street parking associated with each business or upon any public parking space of the city.
- d. *Permit approval procedure and requirements.*
- 1. An application for a permit to have outdoor display with the application fee as established by the city council shall be filed with the director of planning prior to any use or placement of any item upon public property.
 - 2. The permit will be valid for one year.
 - 3. Use of the appearance zone shall be in accordance with this section.
 - 4. The director of planning at his reasonable discretion may require removal for any reason. Failure to remove items and cease use of public property shall result in the removal of such item(s) by the director of planning. The business shall be responsible for all expenses incurred by the city for the removal and storage of such items.
 - 5. Except for actions arising out of the city's sole negligence, the business agrees to indemnify, defend, and hold harmless the city and all its officers, officials, representatives,

agents, and employees, from any and all claims, liability, damages, or causes of action which may arise out of the businesses' or licensee's use of the appearance zone. The business is responsible for repair of any damage to public property or pedestrians caused by their use of the appearance zone.

- e. *Compliance with subsection (p), outside display.* All businesses will be required to come into compliance with this subsection within 30 days after its adoption by mayor and city council.
- (3) *Exceptions.* The provisions of this subsection (p), outside display, shall not be applicable to any licensed utility company doing business in the city; nor to the state highway department; nor to the water, sewage, gas and fire departments of the city; nor to any governmental agency.
- (4) *Placement of printed advertising matter limited.*
 - a. It shall be unlawful for any person distributing or causing to be distributed, circulars, handbills, papers or other printed advertising matter through the city, to throw into or place in any yard or mailbox, such items; said items may only be handed to an employee of a place of business. Only one of the items which such person may be distributing shall be placed in each business. It shall be unlawful for any person distributing or causing to be distributed circulars, or receiving such handbills, papers or other printed advertising through the city, to throw or scatter such materials upon any public property in the city.
 - b. It shall be unlawful for any person to paste, print, nail, tack or otherwise fasten any card, banner, handbill, sign, poster, advertisement or notice of any kind, or cause such an action to be done, on or upon any public property within the city, or upon any utility facility in a public right-of-way, or upon any private property without the written consent of the owner of such property.
 - c. No person other than the owner or driver shall deposit any advertising matter in any motor vehicle or stick or otherwise fasten any advertising matter on any part of any motor vehicle.
- 5. *Penalty for violation of this subsection (p), outdoor display.* Except as otherwise provided, any person violating the provisions of this subsection (p), outdoor display, shall, upon conviction, be punished by a fine not exceeding \$1,000.00 or by imprisonment not exceeding six months, or by a combination of such punishments. Each day any violation of any provision of this Code or of any such ordinance, resolution, rule, regulation or order shall continue shall constitute a separate offense. Code enforcement, or its designee, will issue citations for violations of this article to appear before the municipal court in the city. This article does not apply to special events or any type of vendor who obtains proper permits through article IV, Administrative permits and use permits.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. No. 2013-28, § 1, 10-28-2013; Ord. No. 2014-03, § 1, 2-24-2014; Ord. No. 2014-04, § 1, 2-29-2014; Ord. No. 2015-15, § 1(Exh. A), 7-27-2015; Ord. No. 2015-28, § 1(Exh. A), 12-14-2015; Ord. of 10-28-2019(1); Ord. No. 2022-231, § 1, 3-28-2022; Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Sec. 80-90. Georgia Highway 74 Overlay Zoning District.

- (a) *Scope.* The regulations set forth in this section or set forth elsewhere in this chapter when referring to this section are the regulations of the Georgia Highway 74 Overlay Zoning District.
- (b) *Findings and intent.*
 - (1) Georgia Highway 74, which serves as the southern gateway to the city is expected to continue experiencing rapid growth in residential, commercial, and industrial construction. Development of well over 1,000 acres of raw land is being driven by proximity to Atlanta and Hartsfield International Airport, as well as access to the interstate system.

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(Supp. No. 23, Update 2)

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- (2) The regulations set forth in this section are intended to ensure attractive developments which are complimentary and will promote a mix of uses rather than the undesirable commercial sprawl which has plagued many communities and threatened the very character that attracted such development interests. These standards will reinforce and implement a land use plan that features residential, office, personal services, hospitality uses, and retail commercial uses along Georgia Highway 74.
 - (3) To this end, it is the city's goal to protect the aesthetics of the community, provide for safe travel through, and access to the area and safeguard the welfare of its residents, while encouraging development along the Georgia Highway 74 corridor.
- (c) *Boundary.* This district is intended as an overlay district regulating and allowing the establishment of uses within the configuration of the allowable Georgia Highway 74 Overlay Zoning District boundaries. Said boundary shall include any properties or portions thereof, located within 1,000 feet of the Georgia Highway 74 right-of-way, as it presently exists or may exist in the future. The underlying district shall continue as permitted uses. Standards set out in this section for site development and architectural design shall control over any underlying district regulations.
- (d) *Prohibited uses.* The following principal uses of land and structures shall be prohibited within the Georgia Highway 74 Overlay Zoning District:
- (1) Storage yard for damaged or confiscated automobiles.
 - (2) Tire re-treading and recapping.
 - (3) Sexually oriented businesses. (See chapter 5, section 5 of part I, [of this Code.])
 - (4) Heavy repair shop and trade shop.
 - (5) Extended stay residential facilities, or other similar accommodations.
 - (6) Title and pawn shops.
 - (7) Nightclubs.
 - (8) Salvage/storage/junk facility.
 - (9) Self storage facilities.
 - (10) Small box discount retail stores.
- (e) *Site development standards.* In order to establish and maintain the Georgia Highway 74 Overlay Zoning District as a quality area which will preserve the investments of all landowners and developers, as well as encourage both commercial and residential development within the city, all development within the Georgia Highway 74 Overlay Zoning District must comply with the following standards:
- (1) The following schedule shall control land development as specified:
 - a. Retail and commercial services developments shall provide a landscaped buffer with a minimum horizontal dimension of 35 feet adjacent to the Highway 74 right-of-way. A buffer with a minimum horizontal dimension of 75 feet shall be provided where such developments are proposed adjacent to property developed as, or planned as, office use. A 100-foot buffer shall be provided on retail and commercial services developments which adjoin property developed as, or planned as, residential use.
 - b. Office development shall provide a landscaped buffer with a minimum horizontal dimension of 45 feet adjacent to the Georgia Highway 74 right-of-way. A buffer with a minimum horizontal dimension of 40 feet shall be provided on office developments which adjoin property developed as, or planned as, residential use.

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- c. Residential development shall provide a landscaped buffer with a minimum horizontal dimension of 45 feet adjacent to the Georgia Highway 74 right-of-way. Such buffers shall conform to the standards of section 80-335 and shall provide berms designed to achieve topographic variation.
- (2) The following schedule shall control building setbacks for all commercial construction:
 - a. Front yard setback: 50 feet, 50 feet from each street right-of-way for corner lots.
 - b. Side yard setback: 20 feet.
 - c. Rear yard setback: 30 feet.
 - (3) Off-street parking and loading shall be subject to the following:
 - a. All retail and commercial uses shall provide a parking ratio of one space for every 200 square feet of enclosed retail floor area available to the public. One parking space shall be provided for every 1,000 square feet of floor area used for storage, assembly, warehousing or other purpose, provided that such areas are not available to the public. Such uses shall provide four percent parking spaces per 1,000 square feet to enclosed retail floor area available to the public, provided the establishments served by the parking spaces comprise a unified shopping center. All such off-street parking areas shall conform to the landscape standards provided in article IX of this chapter unless exceeded herein.
 - b. No loading areas shall be permitted between buildings and the Georgia Highway 74.
 - (4) Site utilities serving the site shall be placed underground.
 - (5) All development shall conform to section 80-372, open space reservation.
 - (6) Developers are encouraged to create secondary road networks through a system of density (lot coverage or building height) bonuses. Lot coverage ratios, inclusive of the building footprint and pavement for parking and driveways, shall not exceed 75 percent. Pavement comprising internal street networks shall be exempted provided such street networks channel traffic between developments along Georgia Highway 74 and are not directly linked to Georgia Highway 74.
 - (7) Secondary road networks which provide a landscaped boulevard and are linked to adjoining properties shall entitle the property owner to a lot coverage bonus of ten percent.
 - (8) Access to Georgia Highway 74 shall be limited to one driveway per existing parcel. A lot coverage bonus of ten percent shall be granted for consolidation of driveways currently permitted by State Department of Transportation.
 - (9) Preservation of natural features shall encompass pedestrian amenities linked to adjoining properties. All development shall provide sidewalks linked to such amenities as well as adjoining properties.
 - (10) On Georgia Highway 74, no new gasoline service stations shall be permitted within 1,000 feet of any other gasoline service station. All measurement of distances shall be along a straight route from the nearest point on any property line to the nearest point on any property line used as a gasoline service station. New gasoline service stations shall be located at a signalized intersection. This subsection (10) shall not apply to the rebuilding and/or enlargement of an existing gasoline service station. For the purposes of this subsection, rebuilding and/or enlargement shall mean partial or complete demolition of an existing structure and submittal of a building permit application within six months from the demolition of the existing structure. Failure to obtain a building permit shall require a developer and/or landowner to follow the development requirements for a new gasoline service station.
 - (11) On Georgia Highway 74, no new drive-through fast food restaurants shall be permitted within 1,500 feet of any other drive-through fast food restaurant, except where the gross floor area of a restaurant exceeds 4,000 square feet and at least 50 percent of the gross floor area is designated for a dining

area. Ten percent of the required dining area may include an outdoor dining area. All measurement of distances shall be along a straight route from the nearest point on any property line to the nearest point on any property line used as a drive-through fast food restaurant.

This subsection (11) shall not apply to the rebuilding and/or enlargement of an existing stand-alone drive-through fast food restaurant. For the purposes of this subsection, rebuilding and/or enlargement shall mean partial or complete demolition of an existing structure and submittal of a building permit application within six months from the demolition of the existing structure. Failure to obtain a building permit shall require a developer and/or landowner to follow the development requirements for a new drive-through fast food restaurant. For the purposes of this subsection, rebuilding and/or enlargement shall mean partial or complete demolition of an existing structure and submittal of a building permit application within six months from the demolition of the existing structure. Failure to obtain a building permit shall require a developer and/or landowner to follow the development requirements for a new drive-through fast food restaurant.

- (f) *Architectural design standards.* In addition to the site development standards set forth in subsection (d) of this section, all construction within the Georgia Highway 74 Overlay Zoning District must comply with the following standards:

- (1) The following specifications shall control the use of building materials:

- a. Exterior wall materials shall consist of one or a combination of the following materials:
 1. Brick or autoclaved concrete substructure.
 2. Stone with either a weathered face or polished, fluted or broken face. No quarry faced stone shall be used.
 3. Masonry stucco on concrete.
 4. Concrete masonry. Units shall be those generally described by the National Concrete Masonry Association as "customized architectural concrete masonry units" or shall be "splitfaced" block with marble aggregate. No exposed concrete block shall be permitted on the exterior of any building within the sight line of a public street. Other exterior walls may be painted concrete block.
 5. Wood.
 6. Glass in combination with metal or similar, durable architectural materials.
 7. Limited use of standing seam metal is permitted in combination with the above materials.
- b. Inappropriate exterior materials and architectural elements. The following materials and elements are considered incompatible and inappropriate for primary and accessory structures and are prohibited:
 1. Plywood, cinderblock, unfinished poured concrete, unfaced concrete block and plastic or metal not closely resembling painted wood clapboard.
 2. Partial (less than three sides) mansard roofs, flat roofs (including a minimum pitch less than four in 12) without a pediment, long unarticulated roofs.
 3. Long, unarticulated or blank facades.
 4. Incongruity of architectural details or color contrasts resulting in a clearly disturbing appearance.
 5. Unscreened chain link or woven metal fences.
 6. Use of reflective materials as the main building material or texture.

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7. Use of highly reflective glass.
 8. The use of exterior insulating finish system (EIFS), also identified by such manufacturer names as "Drivit," synthetic stucco and building materials.
- (2) The following guidelines shall control the architectural character:
- a. All front facades of the principal structure shall face and be parallel to the public right-of-way and consist of all brick construction. All windows, storefront, and fenestrations shall not be secured by way of burglar bars, steel roll-down shutters/curtains or obtrusive security products visible from a public right-of-way.
 - b. Side and rear elevations of all office buildings and restaurants shall be majority brick or stone construction and substantially consistent with the front building elevation. Exterior building facades shall provide visual relief every 80 to 120 feet via setbacks, parapet breaks or other architectural element. Canopies installed on the facade shall provide visual relief through a canopy break every 40 feet. All windows, storefront, and fenestrations shall not be secured by way of burglar bars, steel roll-down shutters/curtains or obtrusive security products visible from a public right-of-way.
 - c. All new construction on each lot shall be representative of a single architectural style. Combining different elements or styles on a single lot shall not be permitted in the Georgia Highway 74 Overlay Zoning District.
 - d. The form and pitch of the roof of new construction shall be substantially proportional to the chosen architectural style.
 - e. The height, scale, massing and fenestration of new construction shall be substantially proportional to the chosen architectural style.
- (3) Roof-mounted equipment. Roof-mounted equipment shall be located and/or screened to minimize visibility from public streets and surrounding properties.
- (4) Development shall be subject to architectural and site plan review. Applications for new construction, exterior alterations and expansion of existing structures shall be accompanied by scaled plans prepared by an architect, engineer or other appropriate professional. Such plans shall clearly depict the following:
- a. Building elevations through color rendering.
 - b. Proposed colors, materials and textures.
 - c. Location of all utility installations, including rooftop units.
 - d. Property signs, including location, size, height, color and material.
- (5) The following guidelines shall control outdoor dining areas:
- a. Outdoor seating shall only be permitted where it is determined that the use will not create a hazard, a sight distance obstruction for motor vehicle operators, nor unduly impede pedestrian traffic.
 - b. The outdoor seating area shall be contiguous to the current occupied restaurant space and dining area. Outdoor seating may only be located adjacent to the establishment with which they are associated. Outdoor seating areas must remain clear of litter, food scraps, and soiled dishes at all times.
 - c. The maintenance of an outdoor seating area shall be the responsibility of the establishment, including, but not limited to, surface treatment and cleaning, litter control, sweeping, drainage,

and tree debris removal. The sidewalk and public property shall be kept neat and clean at all times and free from any substance that may cause damage to the sidewalk or public property or cause pedestrian injury.

- d. All the proposed outdoor dining activities will be conducted on private property owned or otherwise controlled by the applicant and that none of the activities will occur on any publicly owned right-of-way.
- e. No barrier may be installed on the sidewalk.
- f. Furnishings for outdoor seating shall consist solely of readily removable railings, posts, tables, chairs, planters, and table umbrellas.
- g. Furnishings may only be attached or secured in a manner approved by the city staff. Such anchoring devices, when removed, shall not create a hazard for pedestrian traffic. Objects which are part of the outdoor seating may be attached or secured to any building or structure on which the outdoor seating area abuts in a manner approved by the city staff.
- h. All furniture material should be durable materials such as wood or metal.
- i. Covered areas or umbrellas must be free of advertisements and contained within the outdoor dining area. Advertisements are allowed only if it is to advertise the name of the restaurant. No fluorescent or strikingly bright or vivid colors. Market style umbrellas, designed specifically for patio or outdoor restaurant use are required. Umbrellas or other covering areas must maintain a minimum height clearance of eight feet.
- j. The tables, chairs, umbrellas, canopies, awnings and any other fixtures shall be of uniform design and shall be made of quality materials and workmanship to ensure the safety and convenience of users and to enhance the visual quality of the urban environment.
- k. No structure or enclosure to accommodate the storage of accumulated garbage, such as a shed, may be erected or placed adjacent to or near the outdoor seating area located on public property. Each establishment shall be responsible for providing appropriate containers for disposing of garbage or waste and employees shall not use municipal trash containers for disposing of garbage or waste.
- l. Outdoor seating shall not interfere with any public service facility, such as a mailbox, fire hydrant, electrical infrastructure, designated pedestrian crossing, or bench located on a sidewalk or public property.
- m. Operation of outdoor seating shall not adversely impact adjacent or nearby residential, religious, educational, or commercial properties and shall be in accordance with all applicable codes and regulations.
- n. Music or speakers in the outdoor dining area is prohibited.
- o. The maintenance of an outdoor seating area shall be the responsibility of the establishment, including, but not limited to, surface treatment and cleaning, litter control, sweeping, drainage, and tree debris removal. The sidewalk and public property shall be kept neat and clean at all times and free from any substance that may cause damage to the sidewalk or public property or cause pedestrian injury.
- p. No fabric inserts, chain link fencing, chicken wire or cyclone fencing. No fabric or advertising on canvas allowed on barriers.
- q. The city reserves the right to review final design for requests that include vertical elements, awnings, canopies and removable side walls covering the outdoor dining space.

- r. Depending on the area of the city where the outdoor dining space is proposed, there are three minimum sidewalk clearances for continuous pedestrian access along the public sidewalk that must be provided.
- s. Outdoor dining space located on corner lots shall not obstruct the sight distance triangle.
- t. The applicant shall apply for a separate outdoor dining permit prior to the construction of the new dining area.
- u. The permit issued shall not be transferable in any manner.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. No. 2013-01, § 1, 2-11-2013; Ord. No. 2016-08, § 1(Exh. A), 7-25-2016; Ord. No. 18-TA-001(Amend.), § 1, 5-14-2018; Ord. of 10-28-2019(1); Ord. No. 2022-232, § 1, 3-28-2022; Ord. No. 2022-233, § 1, 3-28-2022; Ord. No. 2024-05, § 1(Exh. A), 1-22-2024)

Sec. 80-91. Reserved.

Editor's note(s)—An ordinance adopted Oct. 28, 2019 amended and renumbered § 80-91 which pertained to the RM-36 Multifamily Residential District. Please see § 80-79.2 for current provisions relating to this district.

Sec. 80-92. RR Railroad Zoning District.

- (a) *RR district scope and intent.* Regulations set forth in this section are the RR Railroad Zoning District regulations. Article IV should be consulted to determine uses and minimum standards for uses allowed by administrative permit or use permit. The RR Railroad Zoning District is to provide a zoning designation for all railroad rights-of-way and railroad owned and controlled property in order to facilitate railroad activities while preserving and protecting non-railroad owned and controlled property.
- (b) *Use regulations.* Within the RR Railroad Zoning District, land and structures shall be used in accordance with the standards herein. Any use not specifically designated as a permitted use in this section or as a use allowed by use permit shall be prohibited.
- (c) *Permitted uses.* Structures and land may be used for only the following purposes:
 - (1) Railroad infrastructure and associated required signage, utility infrastructure and easements and transportation infrastructure;
 - (2) Buildings such as depots, intermodals facilities, and transfer stations related to railroad operation;
 - (3) Off-street parking; and
 - (4) General commercial transport of persons, chattels and other items.

(Ord. No. Z2013-04, § 1(exh. A), 4-22-2013; Ord. of 10-28-2019(1))

Secs. 80-93—80-110. Reserved.

DIVISION 3. SPECIAL DISTRICTS

Sec. 80-111. Water resource districts.

- (a) *Purpose.* The establishment of water resource districts define minimum development standards and criteria, which well afford reasonable protection of environmentally sensitive natural resources found throughout the

city. Based on the findings of the city comprehensive plan, it has been determined the wise management of these resources is essential to maintaining the health, safety, general welfare, and economic well-being of the public.

- (b) *Definitions.* The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Aquifer means any stratum or zone of rock beneath the surface of the earth capable of containing or producing water from a well.

Buffer means a natural or enhanced vegetated area with no or limited minor land disturbances, such as trails and picnic areas, located adjacent to reservoirs, or perennial streams within a water supply watershed.

Corridor means all land within the buffer areas established adjacent to reservoirs or perennial streams within a water supply watershed and within other setback areas specified in this chapter.

DRASTIC means the standardized system for evaluating groundwater pollution potential using the hydrogeologic settings described in U.S. Environmental Protection Agency document EPA-600/2-87-035. The DRASTIC methodology is the most widely used technique for evaluating pollution susceptibility.

Hazardous waste means any solid waste, by reason of its toxic, caustic, corrosive, abrasive, or otherwise injurious properties, may be detrimental to the health of any person handling or otherwise coming into contact with such material or substance. The U.S. Environmental Protection Agency has developed a list of hazardous wastes based upon corrosivity, reactivity, and toxicity.

Impervious surface means a manmade structure or surface that prevents the infiltration of stormwater into the ground below the structure or surface. Examples are buildings, roads driveways, parking lots, decks, swimming pools, or patios.

Perennial stream means a stream that flows throughout the whole year as indicated on a USGS quad map.

Pollution susceptibility means the relative vulnerability of an aquifer to being polluted from spills, discharges, leaks, impoundments, applications of chemicals, injections and other human activities in the recharge area.

Pollution susceptibility maps means maps of relative vulnerability to pollution prepared by the department of natural resources using the DRASTIC methodology pollution susceptibility maps categorize the land areas of the state into areas having high, medium, and low groundwater pollution potential.

Recharge area means any portion of the earth's surface, where water infiltrates into the ground to replenish an aquifer.

Regulated activity means any activity which will, or which may reasonably be expected to result in the discharge of dredged or fill material into waters of the United States, excepting those activities exempted in section 404 of the Federal Clean Water Act.

River/stream bank means the rising ground, bordering a river or a stream, which serves to confine the water to the natural channel during the normal course of flow.

Significant recharge area means those areas mapped by the department of natural resources in Hydrologic Atlas 18, 1998 edition. Mapping of recharge areas is based on outcrop area, lithology, soil type, thickness, slope density of lithology, geologic structure, presence of faults, and potentiometric surfaces. Significant recharge areas are as follows in the various geologic provinces of the state:

- (1) In the Piedmont and in the Blue Ridge, rocks have little primary porosity, with most groundwater being stored in the overlying soils.
- (2) The significant recharge areas are those with thicker soils.

- (3) Field mapping indicates thick soils in the Piedmont and Blue Ridge are characterized by a density of two or more geologic contacts per four square miles (source: 1976 1:500,000 Geologic Map of Georgia) and slopes lower than eight percent.

Small water supply watershed means a watershed that contains less than 100 square miles of land within the drainage basin upstream of a governmentally owned public drinking water supply intake.

Utility means public or private water or sewer piping systems, water or sewer pumping stations, electric power lines, fuel pipelines, telephone lines, roads, driveways, bridges, river/lake access facilities, stormwater systems and railroads or other utilities identified by a local government.

Water resource district means a map overlay, which imposes a set of requirements in addition to those of the underlying zoning district.

Water supply watershed means the area of land upstream of a governmentally owned public drinking water intake.

Wetlands means those areas inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and under normal circumstances do support a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas. The ecological parameters for designating wetlands include hydric soils, hydrological vegetation and hydrological conditions involving a temporary or permanent source of water or cause soil saturation.

(c) *Types of water resource districts.*

- (1) The water resource districts shall include the following:

- a. Groundwater recharge area district;
- b. Wetlands district; and
- c. Water supply watershed district.

- (2) The boundaries of these water resource districts are shown on a set of maps designated as "overlay district" and are included as part of the official zoning map, which is on file with the city clerk's office.

(d) *Groundwater recharge area district.*

- (1) *Description.* Recharge areas are vulnerable to urban development activities as well as agricultural activities. Pesticides, herbicides sprayed on crops, animal waste, and septic tank effluents contribute to a deterioration in the groundwater quality and can threaten the health of residents relying on well water. Development usually means an increase in the amount of land covered with impervious surfaces. Paving land in recharge areas can alter or impair the recharge characteristics thereby decreasing groundwater supplies.
- (2) *Purpose.* The purpose of the groundwater recharge area district is to establish criteria to protect significant groundwater recharge areas from pollution by spills, discharges, leaks, impoundments, application of chemicals, injections and other development pressures.
- (3) *District limits.* The groundwater recharge area protection map is delineated according to the state department of natural resources' Significant Recharge Areas, Hydrological Atlas 18, 1989 edition, and the state department of natural resources' Pollution Susceptibility Map, Hydrological Atlas 20, 1992 edition. Standards for this district shall comply with the DNR rule 391-3-16-.02, Criteria for the Protection of Groundwater Recharge Areas.

(e) *Criteria in significant recharge areas.*

- (1) *Secondary containment for storage tanks.* New aboveground chemical or petroleum storage tanks, having a minimum volume of 660 gallons, shall have secondary containment for 110 percent of the

volume of such tanks or 110 percent of the volume of the largest tank in a cluster of tanks. Such tanks used for agricultural purposes are exempt, provided they comply with all federal requirements.

(2) *New agricultural waste impoundment sites.*

- a. All new agricultural waste impoundment sites shall be lined if they are within:
 1. A high pollution susceptibility area.
 2. A medium pollution susceptibility area and exceed 15-acre feet;
 3. A low pollution susceptibility area and exceed 50 feet.
- b. Construction standards. As a minimum, the liner shall be constructed of compacted clay having a thickness of one-foot and vertical hydraulic conductivity of less than five by ten⁷ cm/sec or other criteria established by the Natural Resources Conservation Service. The average size of existing agricultural waste impoundments in the state is about 15-acre feet; sheep-foot rollers or pans with heavy rubber tires, which are normal equipment for most state moving contractors, should be able to compact clay to the recommended vertical hydraulic conductivity.

(3) *Minimum lot sizes for new homes served by septic tank/drain field systems.* New homes served by septic tank/drain fields systems shall be on lots having the minimum size limitations as follows, based on application of table MT-1 of the DHR manual (hereinafter DHR table MT-1). The minimums set forth in table MT-1 may be increased further based on consideration of other factors (set forth in sections A-F) of the DHR manual.

- a. One hundred fifty percent of the subdivision minimum lot size calculated based on application of DHR table MT-1 if they are within a high pollution susceptibility area;
- b. One hundred twenty-five percent of the subdivision minimum lot size calculated based on application of DHR table MT-1 if they are within a medium pollution susceptibility area; and
- c. One hundred ten percent of the subdivision minimum lot size calculated based on application of DHR table MT-1 if they are within a low pollution susceptibility area.

(4) *Minimum land requirements for septic tank/drain field systems serving new mobile home parks.* New mobile home parks served by septic tank/drain fields systems shall have lots or spaces having the minimum size limitations as follows, based on application of table MT-2 of the DHR manual (hereinafter "DHR table MT-2"). The minimums set forth in table MT-1 may be increased further based on consideration of other factors (set forth in sections A-F) of the DHR manual.

- a. One hundred fifty percent of the subdivision minimum lot or space size calculated based on application of DHR table MT-1 if they are within a high pollution susceptibility area;
- b. One hundred twenty-five percent of the subdivision minimum lot or space size calculated based on application of DHR table MT-1 if they are within a medium pollution susceptibility area; and
- c. One hundred ten percent of the subdivision minimum lot or space size calculated based on application of DHR table MT-1 if they are within a low pollution susceptibility area.
- d. Minimum lot sizes for multifamily development located within a high pollution susceptibility groundwater recharge area.

(5) *Minimum lot sizes for multifamily developments located within a high pollution susceptibility groundwater recharge area.* All multifamily development located within a high pollution susceptibility groundwater recharge area shall be required to have the following minimum lot sizes:

- a. For multifamily structures where individual on-site sewerage systems are installed in conjunction with public water systems, 10,890 square feet per unit; and

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- b. Where individual on-site sewerage systems are installed in conjunction with individual water system, 21,780 square feet per unit.

The county health department shall approve all multifamily developments. If there are conflicts between provisions of these regulations, the stricter shall apply.

- (6) *Minimum lot size for on-site sewerage systems.* Notwithstanding any provision of this Code to the contrary, any lot to be serviced by an on-site sewerage system that is not within a high, medium, or low pollution susceptible area as identified on Hydrological Atlas 20, shall have a minimum lot size of 21,780 square feet. Any lot of record approved prior to the adoption of this chapter shall be exempted from the minimum lot size requirements established in this chapter.
 - (7) *Approval required for septic tank installation.* No construction shall proceed on a building or mobile home to be served by a septic tank unless the county health department first approves the proposed septic tank installation as meeting the minimum lot requirements as set forth in this chapter.
 - (8) *Spill prevention requirements for new facilities handling hazardous materials.* New facilities which handle hazardous materials of the types listed in section 312 of the Resource Conservation and Recovery Act of 1976, excluding underground storage tanks, in amounts of 10,000 pounds or more on any one day, shall perform either operations on impervious surfaces and in conformance with any applicable feral spill prevision requirements and any local fire code requirements.
 - (9) *Prohibited uses in groundwater recharge areas.* In the groundwater recharge areas, the following shall not be permitted:
 - a. New sanitary landfills not having synthetic liners and leachate collection systems.
 - b. New land disposal of hazardous wastes.
 - c. Any new facility permitted or to be permitted to treat, store or dispose of hazardous waste to perform such operations on an impermeable pad having a spill and leak collection system.
 - (10) *Land disposal of hazardous waste prohibited.*
 - a. No new wastewater treatment basins without an impermeable liner shall be constructed in areas having high pollution susceptibility; and
 - b. No permanent stormwater infiltration basins shall be constructed in areas having high pollution susceptibility.
- (f) Wetland districts.
- (1) *Description.* The wetlands within the city are indispensable and fragile natural resources with significant development constraints due to flooding, erosion, and soil limitations. In their natural state, wetlands serve man and nature. They provide habitat areas for fish, wildlife and vegetation; water quality maintenance and pollution control, flood control; natural resource education; scientific study, and recreational opportunities.
 - (2) *Purpose.* The purpose of this district is to promote the wise use of wetlands and protect them from alterations which will significantly affect or reduce the primary functions for water quality, floodplain and erosion control, groundwater recharge, aesthetic natural area, and wildlife habitat areas.
 - (3) *District limits.* these regulations shall apply to all lands within wetlands located within the city. The wetland district overlay map, adopted as part of this chapter by reference, shows the general location of wetlands, according to the 1987 National Wetlands Inventory, and should be consulted by persons considering activities in or near wetlands before engaging in a regulated activity. The standards for this district shall comply with Department of Natural Resources Rule 391-3-16-.03, Criteria for Wetlands Protection.

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- a. The wetlands district overlay map does not necessarily represent the boundaries of jurisdictional wetlands within the city and cannot serve as a substitute for a delineation of wetland boundaries by the U.S. Army Corps of Engineers, as required by section 404 of the Clean Water Act, as amended.
 - b. No local government action under the local ordinance relieves the landowner from federal or state permitting requirements.
- (4) *Development permit required.* No regulated activity will be permitted within the wetlands protection district without written permission or a permit from the city. If the project is of a type that may result in a disturbance of wetlands and is located within 50 feet of a wetlands protection district boundary, as determined by the city using the generalized wetlands map, a U.S. Army Corps of Engineers determination shall be required. If the Corps determine that wetlands are present on the proposed development site, the locate permit or permission will not be granted until a section 404 permit or letter of permission is issued.
- (5) *Permitted uses.* The following uses are permitted by right within the wetland district to the extent they are not prohibited by any other ordinance or law and provided they do not require structures, grading, fill draining or dredging:
- a. Forestry practices applied in accordance with best management practices approved by the state forestry commission. Section 404 does not require permits for normal, ongoing silvicultural activities. However, section 404 does list some required road construction best management practice that must be followed in order to qualify for such an exemption which includes the following:
 - 1. Conservation or preservation of soil, water, vegetation, fish or other wildlife, provided the conservation or preservation does not affect waters of the state or of the United States in such a way that would require an individual 404 permit;
 - 2. Outdoor passive recreational activities, including fishing, bird watching, hiking, boating, horseback riding and canoeing;
 - 3. Natural water quality treatment or purifications; and
 - 4. Normal agriculture activities including the planting and harvesting of crops and pasturing of livestock. Such activities shall be subject to best management practices approved by the state department of agriculture.
- (6) *Prohibited uses.* The following uses are prohibited in a wetland district:
- a. Receiving areas for toxic or hazardous waste or other contaminants.
 - b. Hazardous or sanitary landfills.
- (g) *Water supply watershed district.*
- (1) *Description.* In order to provide for the health, safety, and welfare of the public and a healthy economic climate within the city and surrounding communities, it is essential that the quality of public drinking water be assured. The ability of natural systems to filter stormwater runoff can be threatened by unrestricted urban and suburban development. Land disturbing activities associated with development can increase erosion and sedimentation that threatens the storage capacity of reservoirs. In addition, stormwater runoff, particularly from impervious surfaces, can introduce toxicants, nutrients, and sediment into drinking water supplies, making water treatment more complicated, expensive and rendering water resources unusable. Industrial land uses that involve the manufacturer, use, transport and storage of hazardous or toxic waste materials result in the potential risk of contamination of nearby drinking water supplies.

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- (2) *Purpose.* The purpose of the water supply watershed protection overlay regulations is to establish measures to protect the quality and quantity of the present and future water supply for the city which will minimize the transport of pollutants and sediment to the water supply, and maintain the yield of the water supply watersheds.
- (3) *District limits.* The protected water supply watershed districts are hereby designated, and shall comprise the land areas which drain to the water supply intake and the public water supply reservoirs. The boundaries of these districts are defined by the ridgelines of the respective watersheds and the boundary of a radius seven miles upstream of the respective public water supply and water supply reservoirs. These districts shall be further delineated and defined on the water supply watershed district overlay map of the city's official zoning district map, which is hereby incorporated and made a part of this chapter by reference. The standards of this district shall comply with department of natural resources rule 391-3-16-.01, Criteria for the Protection of the Water Supply Watersheds and the Reservoir Management Plan adopted by the city.
- a. Line Creek is a small water supply watershed. An intake for the City of Newnan is located on this creek and does not contain a reservoir.
- b. White Water Creek is a small water supply watershed. An intake for the City of Newnan is located on this creek and does not contain a reservoir.
- (4) *Permitted uses.* Uses which were lawful on May 9, 2000, shall be allowed to continue as lawful land uses until such time as the use is abandoned. All uses, except those uses set forth in subsection (g)(5) of this section, allowed in the underlying zoning districts as established by this section are permitted in the water supply watershed district, subject to the following standards:
- a. *Natural buffer requirements.*
1. Within a seven-mile radius upstream of all public water intakes and water supply reservoirs a natural buffer 100 feet wide shall be maintained on both sides of all perennial stream corridors as measured from the stream banks. Similarly, within the water supply watershed but outside the seven-mile radius, a natural buffer of 50 feet shall be maintained on both sides of all perennial stream corridors as measured from the stream banks.
2. A natural buffer shall be maintained for a distance of 150 feet from the boundary of any existing or future water supply reservoir.
- b. *Impervious surface requirements.*
1. No more than 25 percent of the total land area within a designated water supply watershed district may be covered by impervious surface;
2. Within a seven-mile radius upstream of all public water intakes, no impervious surface shall be constructed within a 150-foot setback area on both sides of all perennial stream corridors as measured from the stream banks;
3. Outside a seven-mile radius upstream of all public water intakes and water supply reservoirs, no impervious surface shall be constructed within a 75-foot setback area on both sides of all perennial stream corridors as measured from the stream banks; and
4. New facilities which handle hazardous materials of the types listed in section 312 of the Resource Conservation and Recovery Act of 1976 (excluding underground storage tanks) and amounts of 10,000 pounds on any one day or more, shall perform their operations on impervious surfaces and in conformance with any applicable federal spill prevention requirements or the requirements of the fire code.

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- c. *Exemptions.* The following uses are exempt from the stream corridor buffer and setback requirements if they meet the stipulated conditions:

1. *Utilities.*

- (i) Utilities shall be located as far as reasonably possible from the stream bank and shall not impair the quality of the drinking water system; and
- (ii) Utilities shall be installed and maintained without changing the integrity of the buffer and setback areas as much as possible.

2. *Forestry and agricultural activities.*

- (i) Agricultural activities involving the planting and harvesting of crops are exempted, if they conform to the best management practices established by the state department of agriculture and USDA; and
- (ii) Silvicultural activities must conform to the best management practices established by the state forestry commission.

(5) *Prohibited uses within the water supply watershed district overlay.*

- a. All sanitary landfills with or without synthetic liners and leachate collection systems.
- b. All hazardous waste, treatment or disposal facilities.
- c. Septic tanks and septic tank drain fields are prohibited within the 150-foot setback area on both sides of all perennial streams as measured from the stream banks within a seven-mile radius upstream of all public water intakes and water supply reservoirs.
- d. Septic tanks and septic tank drain fields are prohibited within 75-foot setback area on both sides of all perennial streams as measured from the stream banks outside of the seven-mile radius upstream of all public water intakes and water supply reservoirs.

(Ord. No. 2008-10Z, exh. A, § 4.22, 8-25-2008; Ord. of 10-28-2019(1))

Sec. 80-111.1. Bear Creek water supply watershed ordinance.

- (a) *Watershed protection areas.* Watershed protection areas are hereby identified, classified, and regulated for the purpose of insuring the preservation and improvement of water quality and for complying with laws of the State of Georgia. The following definitions shall be utilized in the administration of this section, the Bear Creek Water Supply Watershed Ordinance.

(b) *Definitions.*

Corridor. All land within the buffer areas and other setback areas.

Impervious surface. A man-made structure or surface which prevents the infiltration of storm water into the ground below the structure or surface. Examples are buildings, paved roads, paved driveways, paved parking lots, swimming pools, or patios.

Large water supply watershed. A watershed area which is greater than 100 square miles as defined by the Georgia Department of Natural Resources Environmental Protection Division.

Buffer. Buffer means a natural or enhanced vegetated area with no or limited minor land disturbances, such as trails and picnic areas.

Natural buffer. A portion of a parcel which shall be set aside to provide a separation between the use(s) on the parcel and adjoining parcels or uses or a stream through the use of natural vegetation, replanting, and

supplemental plantings. Vegetation within a natural buffer area shall not be disturbed except for approved access and utility crossings. For lakes and/or reservoirs, the natural buffer shall be measured from the normal pool elevation. For streams and/or creeks, the natural buffer shall be measured from the stream bank.

Natural vegetation. Undisturbed, maintenance-free, self-perpetuating stand of vegetation comprised of indigenous shrubs, flowers, wild grasses and trees.

Nitrification field. A nitrification field shall be defined as any system for the on-site disposal of wastewater.

Perennial stream. A stream that has normal stream flow consisting of base flow (discharge that enters the stream channel mainly from groundwater) or both base flow and direct runoff during any period of the year.

Reservoir boundary. The edge of a water supply reservoir defined by its normal pool elevation level.

Small water supply watershed. A watershed area which is less than 100 square miles as defined by the Georgia Department of Natural Resources Environmental Protection Division.

State water. Any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, and other bodies of surface or subsurface water, natural or artificial, lying within or forming a part of the boundaries of the state which are not entirely confined and retained completely upon the property of a single individual, partnership, or corporation. For purposes of this section, the city engineer shall make state water determinations. Recorded drainage easements and ditches/swells used for conveying wet weather flows (i.e., no base flow) shall not be considered state waters.

Stream bank. The confining cut of a stream channel usually identified as the point where the normal stream flow has wrested the vegetation. For non-trout waters, the normal stream flow is any stream flow that consists solely of base flow or consists of both base flow and direct runoff during any period of the year. Base flow results from groundwater that enters the stream channel through the soil. This includes spring flows into streams. Direct runoff is the water entering stream channels promptly after rainfalls or snow melts.

Tributaries and streams. Tributaries and streams, whether named or unnamed, that continuously flow to major water supply streams.

Utility. A public or private water or sewer piping system, water or sewer pumping station, electric power line, fuel pipeline, telephone line, road, driveway, bridge, river/lake access facility, storm water system and/or railroad.

Water supply reservoir. A governmentally owned impoundment of water for the primary purpose of providing water to one (1) or more governmentally owned public drinking water systems. This excludes the multipurpose reservoirs owned by the Army Corps of Engineers.

Water supply watershed. The area of land upstream of a governmentally owned public drinking water intake.

(c) *Grandfathered provisions.* This section shall not apply to the following activities:

- (1) Work consisting of the repair or maintenance of any lawful use of land that is zoned and approved for such use on or before the effective date of the ordinance from which this section derives.
- (2) Existing development and on-going land disturbance activities including but not limited to existing agriculture, silviculture, landscaping, gardening and lawn maintenance, except that new development or land disturbance activities on such properties will be subject to all applicable buffer requirements.
- (3) Any land development activity that is under construction, fully approved for development, scheduled for permit approval or has been submitted for approval as of the effective date of the ordinance from which this section derives.
- (4) Land development activity that has not been submitted for approval, but that is part of a larger master development plan, such as for an office park or other phased development that has been previously approved within two years of the effective date of the ordinance from which this section derives.

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- (d) *Exemptions.* The following specific activities are exempt from this section. Exemption of these activities does not constitute an exemption for any other activity proposed on a property.
- (1) Utility lines paralleling the creek provided that:
 - a. The utilities to be located in the buffer or setback areas cannot feasibly be located outside these areas; and
 - b. The utilities are located as far from the stream bank as reasonably possible; and
 - c. The installation and maintenance of the utilities are such to protect the integrity of the buffer and setback areas as best as reasonably possible; and
 - d. The utilities do not impair the quality of the drinking water stream.
 - (2) Within an easement of any utility existing at the time the ordinance from which this section derives takes effect or approved under the terms of this section, land disturbance activities and such impervious cover as is necessary for the operation and maintenance of the utility, including but not limited to manholes, vents and valve structures.
 - (3) Emergency work necessary to preserve life or property; provided however, when emergency work is performed under this section, the person performing it shall report such work to the (review and permitting authority) on the next business day after commencement of the work. Within ten days thereafter, the person shall apply for a permit and perform such work within such time period as may be determined by the (review and permitting authority) to be reasonably necessary to correct any impairment such emergency work may have caused to the water conveyance capacity, stability or water quality of the protection area.
 - (4) Forestry and silviculture activities on land that is zoned for forestry, silvicultural or agricultural uses and that are not incidental to other land development activity provided that:
 - a. The activity is consistent with best management practices established by the Georgia Forestry Commission or the Georgia Department of Agriculture; and
 - b. The activity does not impair the quality of the drinking water stream.
 - (5) Mining activities are subject to prior approval by the Department of Natural Resources under the Surface Mining Act.
 - (6) Conservation easements. Land subject to a perpetual conservation easement at least as restrictive as the provisions of this section.
- (e) *Application to watersheds.* The following large and small water supply watersheds, designated major water supply streams, named tributaries, minor unnamed streams, and state waters located in and out of the large and small water supply watersheds shall be governed by this article.
- (1) Large water supply watersheds:
 - a. Chattahoochee River Basin.
 - b. Flint River Basin.
 - (2) Small water supply watersheds:
 - a. Bear Creek Basin.
 - b. Cedar Creek.
 - c. Line Creek (Flint).
 - d. Whitewater Creek (Flint).

(3) Designated major water supply streams:

- a. Bear Creek.
- b. Chattahoochee River.
- c. Cedar Creek.
- d. Line Creek (Flint).
- e. Whitewater Creek (Flint).

(4) Tributaries to water supply streams:

- a. Bear Creek.
- b. Little Bear Creek.
- c. Shoal Creek (Flint).

(5) Any and all minor unnamed streams which are indicated as perennial on the 1963 (photo revised 1982) U.S.G.S. quad sheets.

(6) State waters.

(f) *Restrictions.*

(1) *Large water supply watersheds.*

- a. The corridors of all perennial streams in a large water supply watershed tributary to a governmentally owned public drinking water supply reservoir within a seven-mile radius of the reservoir boundary are protected by the following criteria:
 - 1. A natural vegetated buffer shall be maintained for a distance of 100 feet on both sides of the stream as measured from the stream banks. No chemical treatment such as herbicides, pesticides, fertilizers or paint is permitted within the natural vegetated buffer.
 - 2. Vegetation within a natural buffer area shall not be disturbed except for approved access and utility crossings.
 - 3. No impervious surface shall be constructed within a 150-foot setback area on both sides of the stream as measured from the stream banks.
 - 4. Septic tanks and septic tank drainfields are prohibited within a 150-foot setback area on both sides of the stream as measured from the stream banks.
 - 5. No sewage treatment facility, dumping, discharging, releasing, spraying, distributing of any toxic or other harmful products is allowed onto the land within the natural buffer.
 - 6. Pervious hiking trails and picnic areas will be allowed within the natural buffer and setback. Any land disturbance activities are subject to the approval of Fairburn.
- b. The following restrictions shall apply specifically to large water supply watersheds as identified in the article:
 - 1. New facilities located within seven miles of a water supply intake or water supply reservoir, which handle hazardous materials of the types listed in Section 312 of the Resource Conservation and Recovery Act of 1976 (excluding underground storage tanks) in amounts of 10,000 pounds on any one day or more, shall perform their operations on impervious surfaces and in conformance with any applicable federal spill prevention requirements or requirements of the standard fire code.

(2) *Small water supply watershed.*

- a. The perennial stream corridors of a small water supply watershed within a seven-mile radius upstream of a governmentally owned public drinking water supply intake or water supply reservoir are protected by the following criteria:
 - 1. Minimum natural buffer—150 feet as measured from the normal pool elevation or the natural buffer shall be considered the 100-year flood plain elevation, whichever is greater.
 - 2. Minimum setback for all structures, nitrification fields, and impervious surfaces—150 feet as measured from the normal pool elevation of a reservoir.
 - 3. A natural buffer shall be maintained of a distance of 100 feet on both sides of the stream as measured from the stream banks. No chemical treatment such as herbicides, pesticides, fertilizers or paint is permitted within the natural vegetated buffer.
 - 4. Vegetation within a natural buffer area shall not be disturbed except for approved access and utility crossings.
 - 5. No impervious surface shall be constructed within a 150-foot setback area on both sides of the stream as measured from the stream banks.
 - 6. Septic tanks and septic tank drainfields are prohibited in the setback area of subsection 80-111.1(f)(2)a.3 above.
 - 7. No sewage treatment facility, dumping, discharging, releasing, spraying, distributing of any toxic or other harmful products is allowed onto the land within the natural buffer.
 - 8. Pervious hiking trails and picnic areas will be allowed within the natural buffer and setback. Any land disturbance activities are subject to the approval of the city council.
- b. The perennial stream corridors within a small water supply watershed and outside a seven-mile radius upstream of a governmentally owned public drinking water supply intake or water supply reservoir are protected by the following criteria:
 - 1. A natural buffer shall be maintained for a distance of 50 feet on both sides of the stream as measured from the stream banks.
 - 2. Vegetation within a natural buffer area shall not be disturbed except for approved access and utility crossings.
 - 3. No impervious surface shall be constructed within a 75-foot setback area on both sides of the stream as measured from the stream banks.
 - 4. Septic tanks and septic tanks drainfields are prohibited in the 75-foot setback area on both sides of the stream as measured from the stream banks.
 - 5. No sewage treatment facility, dumping, discharging, releasing, spraying, distributing of any toxic or other harmful products is allowed onto the land within the natural buffer.
 - 6. Pervious hiking trails and picnic areas will be allowed within the natural buffer and setback. Any land disturbance activities are subject to the approval of the city council.
- c. The following criteria apply at all locations in a small water supply watershed.
 - 1. New hazardous waste treatment or disposal facilities are prohibited.
 - 2. The impervious surface area, including all public and private structures, utilities, or facilities, of the entire water supply watershed shall be limited to 25 percent, or existing use, whichever is greater.

3. Facilities located within seven miles of a water supply intake or water supply reservoir, which handle hazardous materials of the types listed in Section 312 of the Resource Conservation and Recovery Act of 1976 (excluding underground storage tanks) in amounts of 10,000 pounds on any one day or more, shall perform their operations on impervious surfaces and in conformance with any applicable federal spill prevention requirements or requirements of the standard fire code.

(Ord. No. Z2013-05, § 1(exh. A), 4-22-2013; Ord. of 10-28-2019(1))

Sec. 80-112. Reserved.

Editor's note(s)—An ordinance adopted Oct. 28, 2019 repealed § 80-112 which pertained to the PS Public Service District, and derived from Ord. No. 2008-10Z, exh. A, § 4.24, adopted Aug. 25, 2008.

Secs. 80-113—80-137. Reserved.

ARTICLE III. HOME OCCUPATION²

Sec. 80-138. Home occupations.

- (a) A home occupation is permitted as an accessory use of a dwelling unit in residential zoning districts and its operation and employees are limited to members of the resident family only or one member of the resident family and one non-resident. For purposes of this article only, "resident" is defined as any person who is a member of the family residing in the dwelling unit, takes substantially all of his overnight lodging at the dwelling unit, stores substantially all his personal belongings in the dwelling unit, and uses the address of the premises as his address for legal purposes such as voter registration, and payment of personal property taxes.
- (b) Purpose. The purpose of the home occupation regulations and performance standards are:
 - (1) To establish criteria for operation of home occupations in dwelling units within the residential districts;
 - (2) To permit and regulate the conduct of home occupations as an accessory use in a dwelling unit, whether owner or renter-occupied;
 - (3) To ensure that such home occupations are compatible with, and do not have a deleterious effect on, adjacent and nearby residential properties and uses;
 - (4) To ensure that public and private services such as streets, sewers, water or utility systems are not burdened by the home occupation to the extent that usage exceeds that normally associated with residential use;
 - (5) To allow residents of the community to use their residences as places to enhance or fulfill personal economic goals under certain specified standards, conditions and criteria;
 - (6) To enable the fair and consistent enforcement of these home occupation regulations; and

²Editor's note(s)—Ord. No. 2012-04, § 1, adopted June 11, 2012, repealed ch. 80, art. III, §§ 80-138—80-149 and added a new ch. 80, art. III, § 80-138. Former ch. 80, art. III, pertained to application of district regulations and was derived from Ord. No. 2008-10Z, Exh. A, §§ 6.01—6.12, adopted August 25, 2008.

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- (7) To promote and protect the public health, safety and general welfare.
- (c) The following are limitations on home occupations:
- (1) The smaller of 25 percent or 500 square feet of the gross floor area of a dwelling unit may be used for activities devoted to the home occupation. Use of the dwelling unit as a home occupation shall clearly be incidental and subordinate to its use for residential purposes.
 - (2) Accessory buildings and structures may not be used for the home occupation.
 - (3) There shall be no signs identifying the home occupation, nor shall there be any storage, display or activity associated with the home occupation visible outside the structure. Products, samples, or merchandise associated with the home occupation may be stored within the area of the dwelling unit designated for the home occupation, as specified in subsection (a).
 - (4) No product, sample, or merchandise shall be sold, nor shall marketing based on samples be accomplished, in the dwelling unit. Sales by telephone of merchandise, products, or samples to be distributed from another location are permitted.
 - (5) Said uses are excluded: Auto repair or similar operations, restaurants, keeping of animals, funeral homes, retail or wholesale shops, motel type establishments, taxi services, or any other occupation found incompatible with the intent of this resolution.
 - (6) Resident participants in a home occupation must have the appropriate occupational registration and licensing, including business licenses.
 - (7) No home occupation shall generate traffic, sound, smell, vibration, light, or dust that is offensive. No traffic shall be generated in greater volumes than would normally be expected in the neighborhood.
 - (8) No more than two clients or patrons are allowed on the premises at the same time in conjunction with the home occupation. Individual instruction on a one-on-one basis shall be permitted. No assembly or group instruction in connection with the home occupation shall be permitted (except for persons in care at a family day care home, as defined in section 80-4).
 - (9) Vehicles kept on site in association with the home occupation shall be used by residents only.
 - (10) No delivery or pick-up services, including courier services, which would occur at a frequency of more than once daily, are permitted. The transporting of goods by truck is prohibited. Incoming vehicles related to the home occupation shall be parked off-street within the confines of the residential driveway or other on-site permitted parking.
 - (11) Home occupations must exclude the use of instruments, machinery, equipment, or processes that create sound, noise, vibration, glare, fumes or odors that are detectable to the normal senses beyond the dwelling unit. Any equipment or process which creates visual or audible interference in any radio or television receiver or causes fluctuation in electrical line voltage off the premises, is prohibited.
 - (12) Family day care homes are prohibited within multifamily dwelling units.
 - (13) Family day care homes shall provide outdoor play areas as required by state law, but such areas shall be limited to side or rear yards outside the minimum yard area, and shall not occupy any yard adjoining a street.
 - (14) Family day care homes shall be located at least 1,000 feet in all directions from any other family day care home operated as a home occupation.
 - (15) An individual who is required to register pursuant to O.C.G.A. § 42-1-12 et al. (Georgia Sexual Offender Registration Statutes) shall not reside, be employed, volunteer, or loiter within 1,000 feet of any family day care home. Such distance shall be determined by measuring from the outer boundary of the

property on which the individual resides to the outer boundary of the property of the family day care home.

- (16) Family day care home hours of operation shall be limited to Monday through Saturday from 6:00 a.m. to 7:00 p.m.
- (17) Family day care home operators shall have a current, certified copy of the operator's state family day care home registration which shall be filed with the business license application and renewals.
- (18) No home occupation shall be operated so as to create or cause a nuisance.
- (19) No more than two home occupations shall be permitted in a single dwelling unit. When two home occupations are in a single dwelling unit, the smaller of 25 percent or 750 square feet of the gross floor area of a dwelling unit may be used for activities devoted to the home occupations.
- (20) A sexually oriented business, as defined in chapter 5, Sexually oriented businesses, shall not be permitted to be conducted as a home occupation.
- (21) When there is one permitted home occupation in a dwelling unit, no more than two residents or one resident and one non-resident shall be engaged in such home occupation(s). When there are two permitted home occupations in a dwelling unit, no more than one resident shall be engaged in each home occupation.
- (22) Day care centers are not home occupations and are regulated by article IV administrative permits and use permits.
- (23) No toxic, explosive, flammable, combustible, corrosive, radioactive, or other restricted materials shall be used or stored on the premises.
- (24) There shall be no group instruction, assembly or activity. No more than two clients or patrons are allowed on the premises at the same time in conjunction with the home occupation (except for persons in care at a family day care).
- (25) Prohibited home occupations. The following uses are expressly prohibited as home occupations:
 - a. Auto repair or similar operations.
 - b. Any type of painting, repair or assembly of vehicles or equipment with internal combustion engines (such as autos, motorcycles, marine engines, lawn mowers, chainsaws and other small engines) or large appliances (such as washing machines, dryers and refrigerators) or any other work related to automobiles and their parts.
 - c. Dispatch centers or other businesses where employees come to the site and are dispatched to other locations.
 - d. Taxi services.
 - e. Tow truck services.
 - f. Equipment or supply rental businesses.
 - g. Special event facility.
 - h. Medical examinations or treatment.
 - i. Restaurants or food service.
 - j. Funeral homes.
 - k. Retail or wholesale shops.
 - l. Commercial or catering kitchen (except a cottage food operator authorized under state law).

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- m. Outdoor amenities rentals.
 - n. Accessory building or structure rentals.
 - o. Swimming pool rentals.
 - p. Junk and salvage operations.
 - q. Taxidermists.
 - r. Keeping of animals, animal care, grooming or boarding businesses.
 - s. Any use involving the rental, sale, use or storage of vehicles.
 - t. Short-term rentals are not permitted as home occupations.
 - u. Any other occupation found incompatible with the intent of this section.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1); Ord. No. 2024-01, § 1, 1-22-2024)

Secs. 80-139—80-166. Reserved.

ARTICLE IV. ADMINISTRATIVE PERMITS AND USE PERMITS³

Sec. 80-167. Scope and intent.

This article specifies uses which are not classified as permitted uses in zoning districts, and are therefore, only allowed through the approval of an administrative permit or a use permit. The standards, which apply to each use, are enumerated and must be met in order for an application to be granted.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-168. Application and approval.

- (a) Uses allowable with an administrative permit and the minimum standards for such uses are listed in section 80-170.
- (b) Uses allowable with a use permit and the minimum standards for such uses are listed in section 80-171.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-169. Application of regulations.

Uses enumerated herein may be authorized by an administrative permit or use permit, as specified. The regulations contained in this article shall not apply to any permitted use in any zoning district.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012)

³Editor's note(s)—Ord. No. 2012-04, § 1, adopted June 11, 2012, repealed ch. 80, art. IV, §§ 80-167—80-171 and added a new ch. 80, art. IV, §§ 80-167—80-236. Former ch. 80, art. IV, pertained to conditional uses and was derived from Ord. No. 2008-10Z, Exh. A, §§ 5.01(A)—(E), adopted August 25, 2008.

Sec. 80-170. Administrative permits.

Any use authorized by an administrative permit shall be approved and permitted by the director of planning whenever the proposed use complies fully with the requirements of the subject property's zoning district and standards as set forth in 80-170. Each requested use for which an administrative permit is required shall be assigned an administrative permit number and charged a fee. Said permit shall be posted on site prior to commencement of use. Variances to administrative permit standards may be requested by application to the planning and zoning commission. In certain cases, the director of public works with respect to roadway, water, sewer and/or other infrastructure improvements, and rights-of-way dedications, which must be met, imposes conditions.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-171. Use permits.

- (a) Any use authorized by a use permit may be approved by the city council in accordance with standards enumerated under each use (section 80-172) provided:
 - (1) The subject use is allowable in the subject property's zoning district.
 - (2) The standards for the use permit as specified in article IV can be met, as well as use permit considerations pursuant to section 80-172.
 - (3) A public meeting has been held in relation to the use permit before the planning and zoning commission and a public hearing before the city council in conformance with the notice standards outlined in article VIII, section 80-299. Public hearings are not required for planning and zoning commission to make recommendations to the mayor and city council.
 - (4) Recommendations have been received from the department of planning and zoning and the planning and zoning commission.
 - (5) Conditions imposed with respect to right-of-way dedication and roadway, water, sewer and/or other infrastructure improvements are met.
- (b) *Applications.* Use permit requests shall require a separate application when included with a petition for rezoning. Each requested use for which a use permit is required shall be charged a standard use permit fee and assigned a use permit number which will be listed on the petition for rezoning in section 80-299. A public hearing notice and evaluation shall be provided in accordance with article VIII for each requested use permit.
- (c) *Re-application.* The same or substantially similar petition for a use permit which has been denied by the city council shall not be resubmitted to the planning and zoning department for a period of six months from the date of the denial.
- (d) *Variances.* Variances to use permit standards contained in section 80-250 for receiving a use permit may be considered by the city council concurrently with a use permit petition if submitted with such petition. Such a variance request shall not require a separate variance application, but shall be assigned a variance number, charged a standard variance fee and be listed on the use permit petition as a concurrent variance in accordance with article VI, section 80-256, appeals.
- (e) *Accessory uses.* Structures and land may be used for uses customarily incidental to any approved use.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1); Ord. No. 2023-12, § 1(Exh. A), 7-24-2023; Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Sec. 80-172. Use permit considerations.

In the interest of the public health, safety and welfare, the city council may exercise limited discretion in evaluating the site proposed for a use which requires a use permit. In exercising such discretion pertaining to the subject use, the city council shall consider each of the following:

- (1) Whether the proposed use is consistent with the comprehensive land use plan adopted by the city council;
- (2) Compatibility with land uses and zoning districts in the vicinity of the property for which the use permit is proposed;
- (3) Whether the proposed use may violate local, state and/or federal statutes, ordinances or regulations governing land development;
- (4) The effect of the proposed use on traffic flow, vehicular and pedestrian, along adjoining streets;
- (5) The location and number of off-street parking spaces;
- (6) The amount and location of open space;
- (7) Protective screening;
- (8) Hours and manner of operation;
- (9) Outdoor lighting; and
- (10) Ingress and egress to the property.

In granting such permits, conditions may be attached as are deemed necessary in the particular case for the protection or benefit of neighbors to ameliorate the effects of the proposed development/use.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-173. Additional restrictions.

Any use that may be authorized by an administrative permit or use permit shall comply with all other city regulations, zoning district regulations, conditions of zoning approval and other regulations contained herein. All buffers required shall have a ten-foot improvement setback in accordance with the tree protection and landscaping ordinance. The reduction of said setback shall be subject to the approval of the department of planning and zoning in accordance with article VI, Appeals. Whenever a standard contained in this section is in conflict with another provision of this article, the more restrictive provision shall prevail.

Unless otherwise specified, standards, conditions and stipulations attached to a use permit by the city council shall supersede conflicting zoning conditions approved on the same site.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012)

Sec. 80-174. Administrative permits.

[See sections 80-174—80-195.]

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012)

Sec. 80-174.1. Minimum administrative permit standards.

[Reserved.]

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012)

Sec. 80-175. Alternative antenna support structure district height.

Intent. Pursuant to section 704(a) of the Federal Telecommunications Policy Act of 1996, it is not the intent of this section to prohibit or have the effect of prohibiting the provision of personal wireless services in the city. It is the intent of this section to address the aesthetic effect of telecommunication facilities on our landscapes, our citizens' demands for these services, and the needs of service providers.

(a) *Allowable districts:* C-2, M-1 and M-2.

(b) *Standards:*

- (1) Alternative structures are not allowed as an accessory to a single-family use or as a principal use in a single-family district.
- (2) Alternative structures must be set back a distance equal to the height of the structure adjacent to residential and/or the AG zoned property unless said structure is proposed to be located on an existing building.
- (3) Above ground equipment shelters shall be surrounded by a minimum ten-foot wide landscape strip planted to buffer standards unless the director of planning determines that existing plant materials are adequate.
- (4) Roof top antennas and associated structures shall not project more than ten feet above roof line.
- (5) Height shall not exceed 150 feet measured from the finished grade of the base structure.
- (6) The alternative structure shall comply with applicable state and local statutes and ordinances, including, but not limited to, building and safety codes. Alternative structures which have become unsafe or dilapidated shall be repaired or removed pursuant to applicable state and local statutes and ordinances.
- (7) Facilities shall not be artificially lighted except to assure human safety or as required by the Federal Aviation Administration (FAA).
- (8) Communication towers shall be designed and constructed to ensure that the structural failure or collapse of the tower will not create a safety hazard to adjoining properties, according to applicable federal standards which may be amended from time to time.
- (9) Telecommunications facilities shall not be used for advertising purposes and shall not contain any signs for the purpose of advertising.
- (10) Any telecommunications facility may co-locate on any existing tower, pole or other structure as long as there is no increase in height to the existing facility.
- (11) A telecommunication facility that ceases operation for a period of 12 consecutive months shall be determined to have terminated and shall be removed within 90 days of termination at the property owner's expense. It shall be the duty of both the property owner and the tower owner to notify the city in writing of any intent to abandon the use of the tower.
- (12) An application for a telecommunications facility shall be submitted in accordance with the department's plan review submittal requirements.

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- (13) An application for a telecommunication facility shall include a certification from a registered engineer that the structure will meet the applicable design standards for wind loads.

- (14) Communications facilities shall not be located in 100-year flood plain or delineated wetlands.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Editor's note(s)—An ordinance adopted Oct. 28, 2019 changed the title of § 80-175 from alternative antenna support structure to exceed the district height to alternative antenna support structure district height.

Sec. 80-176. Amateur radio antenna district height.

Intent. It is the intent of this article to regulate the placement of amateur towers in a manner that does not impose on public health, safety, or general welfare. The following regulations on design, location, placement, and height limits of antennas in residential districts implements Fairburn's governmental interests in land planning, aesthetics and public safety by requiring the following standards:

- (a) *Allowable districts:* All.

- (b) *Standards:*

- (1) Antennas shall be located in the rear yard.
- (2) The maximum height shall be 90 feet. Any request to exceed the maximum height shall require a use permit.
- (3) All antennas shall be set back from all property lines one-third the height of the antenna or the district setback requirements, whichever is greater. The antenna must be located a distance equal to or greater than the antenna height from the nearest residential dwelling, excluding the owner's primary dwelling or structure.
- (4) Antennas shall not be lighted.
- (5) All antennas must be constructed with an anti-climbing device.
- (6) Antennas shall be painted in a neutral color identical or closely compatible with surroundings.
- (7) All guy wires must be anchored on site and outside of right-of-way.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Editor's note(s)—An ordinance adopted October 28, 2019 changed the title of § 80-176 from amateur radio antenna to exceed the district height to amateur radio antenna district height.

Sec. 80-177. Antenna, tower, and associated structures (radio broadcasting, t.v. broadcasting, microwave broadcasting, etc.), district height.

Intent. Pursuant to section 704(a) of the Federal Telecommunications Policy Act of 1996, it is not the intent of this section to prohibit or have the effect of prohibiting the provision of personal wireless services in Fairburn. It is the intent of this section to address the aesthetic effect of telecommunication facilities on our landscapes, our citizens' demands for these services, and the needs of service providers.

The following regulations on design, location, placement, and height limits of antennas implement the city's governmental interest in land planning, aesthetics and public safety by requiring the following administrative permit standards:

(1) *Allowable districts:* C-2, DTMU O&I, M-1 and M-2 (see use permit, for use in residential and the AG district.)

(2) *Standards:*

- a. Tower/accessory structures must be set back a distance equal to the height of the tower adjacent to residential and/or AG zoned property.
- b. Cables and structures designed to anchor the tower shall be set back at least ten feet from all property lines.
- c. Tower and/or associated facilities shall be enclosed by fencing not less than six feet in height and shall also be equipped with an appropriate anti-climbing device.
- d. A minimum ten-foot wide landscape strip planted to buffer standards shall be required around the facility exterior to any fence or wall unless the director of planning determines that existing plant materials are adequate.
- e. Height shall not exceed 200 feet measured from the finished grade of the base structure.
- f. The tower shall comply with applicable state and local statutes and ordinances, including, but not limited to, building and safety codes. Towers which have become unsafe or dilapidated shall be repaired or removed pursuant to applicable state and local statutes and ordinances.
- g. Facilities shall not be artificially lighted except to assure human safety or as required by the Federal Aviation Administration (FAA).
- h. Communication towers shall be designed and constructed to ensure that the structural failure or collapse of the tower will not create a safety hazard to adjoining properties, according to applicable federal standards which may be amended from time to time.
- i. Telecommunications facilities shall not be used for advertising purposes and shall not contain any signs for the purpose of advertising.
- j. Any telecommunications facility may co-locate on any existing tower, pole or other structure as long as there is no increase in height to the existing facility.
- k. A commercial telecommunication facility that ceases operation for a period of 12 consecutive months shall be determined to have terminated and shall be removed within 90 days of termination at the property owner's expense. It shall be the duty of both the property owner and the tower owner to notify the city in writing of any intent to abandon the use of the tower.
- l. Communication facilities not requiring FAA painting/markings shall have either a galvanized finish or [be] painted a dull blue, gray, or black finish.
- m. An application for a telecommunications facility shall be submitted in accordance with the department's plan review submittal requirements.
- n. An application for a telecommunication facility shall include a certification from a registered engineer that the structure will meet the applicable design standards for wind loads.
- o. Communications facilities shall not be located in 100-year flood plain or delineated wetlands.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Editor's note(s)—An ordinance adopted Oct. 28, 2019 changed the title of § 80-177 from antenna, tower, and associated structure (radio broadcasting, t.v. broadcasting, microwave broadcasting, etc.) to exceed the district height to antenna, tower, and associated structures (radio broadcasting, t.v. broadcasting, microwave broadcasting, etc.), district height.

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(Supp. No. 23, Update 2)

Sec. 80-178. Club.

(a) *Allowable districts:* O&I, C-1, C-2, M-1 and M-2.

(b) *Standards:*

- (1) All buildings and accessory uses other than parking shall be located at least 50 feet from all property lines of any residential district and/or the AG district used for single family.
- (2) Permitted curb cut access shall not be from a local street.
- (3) Outdoor facilities within 200 feet of any residential district or dwelling shall limit the hours of operation from 8:00 a.m. to 11:00 p.m.
- (4) Outdoor recreational facilities shall be set back a minimum of 100 feet from all property lines of any residential district and/or AG district used for single family, except as otherwise permitted with an administrative permit for a recreational court or swimming pool.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-179. Event, special indoor/outdoor.

As applicable, special events are subject to the requirements of other city of departments, such as the fire department, the police department, tent permits, pyrotechnics permits, food service permits, etc.

(a) *Allowable districts:* AG, O&I, C-1, C-2, DTMU, M-1, M-2, P&O and residential districts in conjunction with an institutional use, such as a place of worship or a school, or for the benefit of charity such as tours of homes, show houses, and the like.

(b) *Standards:*

- (1) No administrative permits shall be effective for more than 14 consecutive days for a single event on the same property. An application for said permit shall be made no less than 14 days prior to the event. Said permit must be posted on site such that it is visible from the street. There is no limit to the number of permits an applicant may obtain per year; however, an applicant shall only be granted a permit for one event at a time.
- (2) The hours of operation shall be limited to 8:00 a.m. to 8:00 p.m., Sunday through Thursday and 8:00 a.m. to 11:00 p.m., Friday through Saturday.
- (3) Two copies of a drawing, to scale and no larger in size than 11 inches by 17 inches, with dimensions (distances in feet) of the activity's location from the site's property lines and other minimum distance requirements as specified by this section shall be submitted to the department of planning and zoning for approval. Said drawing shall also depict the north arrow, curb cuts and traffic patterns.
- (4) The applicant shall provide a notarized written authorization statement of the property owner or lease holder of the subject site to the department of planning and zoning. A 24-hour contact number of the property owner or lease holder shall be provided along with the permit application.
- (5) The entire property shall comply with the zoning district's setback requirements.
- (6) No temporary sanitary facility or trash receptacle may be located within 100 feet of a property line of any residential use.

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- (7) No tent, table or other temporary structure shall be located within 250 feet of a single family detached residential structure except within the C-1 district. Tents less than 5,000 square feet do not require a building permit; tents equal to or greater than 5,000 square feet require structural plan review and a building permit. All tents are subject to the approval of the fire department.
 - (8) Sales from vehicles are prohibited, except mobile food trucks in compliance with the requirements of section 80-237 will be permitted:
 - (9) The entire property shall comply with Fairburn's parking requirements.
 - (10) No equipment, vehicle, display or sales activity shall block access to a public facility such as a telephone booth, mailbox, parking meter, fire hydrant, fire alarm box, traffic control box, drainage structure, driveway or other access point.
 - (11) A sound level of 65 dBA shall not be exceeded at adjacent property lines of any residential use.
 - (12) Signage shall be in accordance with article XII, Sign regulations.
 - (13) Events with less than 75 persons are subject to the review and approval of an administrative permit by the director of planning; events with more than 75 persons are subject to the review and approval of a use permit by city council.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-179.1. Farmers market.

- (a) *Allowable districts:* O&I, DTMU, C-1, C-2, M-1, M-2, and P&O. Allowable in AG and residentially zoned districts only when the property is occupied by a church, school, lodge/retreat, farm, plant nursery, etc., existing as a conforming or a lawful non-conforming nonresidential use. The issuance of this permit does not constitute an expansion or extension of a nonconforming use.
- (b) *Definition.* "Farmers market" shall be defined as a multi-stall market at which farmers and/or producers sell agricultural products, artisan edibles, and hand-made crafts and goods directly to the general public at a central or fixed location.
- (c) *Standards:*
 - (1) The property on which the farmers market is permitted must be located at least 1,500 feet from another farmers market which offers the same or similar merchandise as that of the farmers market.
 - (2) Two copies of a drawing, no larger in size than 11 inches by 17 inches, with dimensions (distances in feet) of the activity's location from the site's property lines and other minimum distance requirements as specified by this section shall be submitted to the department of planning and zoning for approval. Said drawing shall also depict north arrow, curb cuts and traffic patterns.
 - (3) The applicant shall provide a notarized written authorization statement of the property owner and lease holder of the subject site to the department of planning and zoning. A 24-hour contact number of the property owner and lease holder shall be provided along with permit application.
 - (4) Any display or sales activity shall not be located within a required landscape strip or buffer, right-of-way. Said displays shall also maintain a minimum setback of ten feet from any internal drive or permitted curb cut.
 - (5) The property on which the farmers market is permitted must be located at least 1,500 feet from a permanent business or another vendor which offers the same or similar merchandise as that of the vendor. Vendor shall provide names of all established businesses which sell similar or the same merchandise within 1,500 feet of the proposed vendor site.

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- (6) A parking plan shall be submitted and reviewed by the department of planning and zoning for approval. A minimum of two parking spaces per vendor shall be required.
 - (7) No temporary sanitary facility or trash receptacle may be located within 100 feet of a property line of a residential use.
 - (8) No tent shall be larger than ten feet by ten feet. All tents must comply with all city fire and building codes.
 - (9) The hours of operation shall be limited to 8:00 a.m. to 8:00 p.m., Sunday through Thursday and 8:00 a.m. to 11:00 p.m., Friday through Saturday.
 - (10) No equipment, vehicle, display or sales activity shall block access to a public facility such as a mail box, parking meter, fire hydrant, fire alarm box, traffic control box, driveway or other access point.
 - (11) A sound level of 65 dBA shall not be exceeded at adjacent property lines of any residential use.
 - (12) A 35-foot temporary sign shall be permitted during hours of operation. Any additional signage shall be in accordance article XII, Sign regulations.
 - (13) All vendors participating in the farmers market shall comply with the sanitary rules and regulations of the Fulton County and state health departments. All food must be properly displayed, fresh and grown and/or prepared in accordance with all local, state and federal regulations.
 - (14) All products must be grown or otherwise produced by the vendor. "Vendor" shall be defined as the producer, of goods sold and shall include the spouse, siblings, children, parents, apprentices, volunteers and employees of the applicant who assist in the cultivation, production and/or sale of goods produced at the address listed on the application.
 - (15) No administrative permits shall be effective for more than one year for a single event on the same property. An application for said permit shall be made no less than 14 days prior to the event. Said permit must be posted on site such that it is visible from the street. An applicant shall only be granted a permit for one event at a time.
 - (16) The city shall have the authority to revoke said permit for any violations of this Code.

(Ord. No. 2015-09, § 1, 7-27-2015; Ord. of 10-28-2019(1))

Sec. 80-180. Golf course.

- (a) *Allowable districts:* All.
- (b) *Standards:*
 - (1) A minimum 100-foot setback for all buildings and parking areas shall be provided adjacent to any residential district and/or AG district used for single family.
 - (2) Driving range, tees, greens and fairways shall be required to have a 100-foot setback from minor, arterial, and major collector roads.
 - (3) Permitted curb cut access shall be from a major thoroughfare unless shown on the approved preliminary plat of a single-family subdivision.
 - (4) When located outside a golf course/subdivision development, a minimum 50-foot wide buffer and a ten-foot improvement setback shall be provided adjacent to all buildings and parking areas when said facilities are located adjacent to any residential district and/or the AG district used for single family.

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- (5) A minimum 25-foot buffer and a ten-foot improvement setback shall be provided adjoining any residential district and/or the AG district used for single family located outside the golf course development or any associated development.
 - (6) When located adjacent to any residential district and/or the AG district used for single family, the hours of operation shall be limited to 8:00 a.m. to 11:00 p.m.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-181. Parking, off-site and shared.

Whenever parking as required in article IX cannot be accomplished, shared parking in accordance with article IX may be approved via an administrative permit provided:

- (a) *Allowable districts:* O&I, C-1, C-2.
- (b) *Standards:*
 - (1) If the off-site parking is committed for a specified period of time, the duration of the administrative permit shall be limited to the period of time stipulated therein.
 - (2) No more than 20 percent of the total parking requirement may be provided off-site via an administrative permit.
 - (3) The property must be located no more than 300 feet from the principal use with pedestrian access provided between the sites as may be required by the department of planning and zoning.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-182. Recreational court, private.

- (a) *Required districts:* All districts except C-1, C-2.
- (b) *Standards:*
 - (1) *Detached dwellings.* Recreational courts serving single-family detached dwellings shall be located inside or rear yards but shall not be located within a minimum yard.
 - (2) *Multi-family.* Recreational courts, accessory structures, and fencing shall be located a minimum of 100 feet from any residential building, adjoining property line or street.
 - (3) *Neighborhood.* Recreational courts serving a neighborhood must be located within the limits of the underlying zoning.
 - a. Use of the recreational courts shall be limited to residents and guests of the neighborhood in which they are located.
 - b. Recreational courts, accessory structures, fencing, and parking shall be located a minimum of 100 feet from all adjoining property lines.
 - c. Landscape strips and buffer requirements shall be as specified by the tree protection and landscaping ordinance.
 - d. A maximum four-square-foot sign identifying the future use of the property for a recreational court shall be posted adjoining the lot's frontage until a certificate of occupancy is issued for the facility.

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- e. Sources of exterior illumination shall be directed away from adjoining residences and shall not exceed 1.2-footcandles along an adjoining residential property line. Outdoor lighting of recreation facilities in or adjoining residential districts or uses shall be allowed only between dusk and 11:00 p.m.
 - f. A maximum continuous sound level of 60 dBA and a maximum peak sound level of 75 dBA shall not be exceeded at property lines adjacent to single family residential uses.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-183. Recreational courts, public.

Recreational courts operated as a club (except those serving residential developments), or courts operated as a business are defined herein as public courts.

- (a) *Allowable districts:* O&I, C-1, C-2, M-1, M-2, and P&O.
- (b) *Standards:*
 - (1) Recreational courts, accessory structures, fencing, and parking shall be located a minimum of 100 feet from all property lines which abut single family residential uses. Adjacent to all other zonings and uses, the district setback requirements shall apply.
 - (2) Landscape strips and buffer requirements shall be as specified by the tree protection and landscaping ordinance.
 - (3) Sources of exterior illumination shall be directed away from adjoining residences and shall not exceed 1.2-footcandles along an adjoining residential property line. Outdoor lighting of recreation facilities in or adjoining residential districts or uses shall be used only between dusk and 11:00 p.m.
 - (4) A maximum continuous sound level of 60 dBA and a maximum peak sound level of 75 dBA shall not be exceeded at property lines of adjacent residential districts and/or the AG district used for single family.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-184. Relocated residential structure.

- (a) *Allowable districts:* R-1, R-2, R-3, R-4, and R-CT, RM-12.
- (b) *Standards:*
 - (1) The applicant shall include the following with the application for the administrative permit:
 - a. The address from which the structure is being relocated.
 - b. A photograph of the structure prior to its relocation.
 - c. The total heated floor area of both the existing structure and the renovated structure.
 - (2) The location of the structure and the heated floor area of the structure shall be in compliance with the minimum standards of the zoning district and/or conditions of zoning.
 - (3) The residential structure shall be affixed to a permanent foundation within six months of the date of the house moving permit, and the certificate of occupancy shall not be issued until such improvements are completed.

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- (4) All standards of this section (except subsection (b)(2)) and other applicable regulations shall be met within one-year from the date of this permit issuance.
 - (5) A house moving permit shall be obtained from the department of planning and zoning in conjunction with this administrative permit.
 - (6) A building permit for the repair and construction of said structure shall be obtained within 30 days of the issuance of the administrative permit.
 - (7) The exterior of the structure shall be brought into compliance with the city building regulations within six months of the issuance of this administrative permit.
 - (8) Prior to occupancy, a certificate of occupancy must be obtained from the department of planning and zoning.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-185. Residential loft dwelling.

- (a) *Allowable district:* DTMU.
- (b) *Standards:*
 - (1) A permit may be granted in combination with any permitted use, provided the dwelling is located above the first floor, the dwelling has direct access to the street or other public area, the dwelling has at least 800 square feet of useable floor area, and the dwelling meets all requirements of the fire code.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-186. Revival tent.

- (a) *Allowable districts:* O&I, C-1, C-2 and P&O. In the AG (Agricultural) or a residential district, a revival tent may be placed only on property occupied by an existing building used as a place of worship.
- (b) *Standards:*
 - (1) A permit may be granted a maximum of 14 days in a calendar year.
 - (2) The revival tent or any area used for assembly shall be located at least 200 feet from a property line of any residential district and/or the AG district used for single family.
 - (3) No temporary, sanitary facility or trash receptacle may be located within 200 feet of an existing dwelling, and no tent shall be located within 250 feet of an existing dwelling.
 - (4) Provide one parking space per four seats.
 - (5) A drawing to scale shall accompany the application and shall accurately depict the number of seats and the standards of this section.
 - (6) The hours of operation shall be no earlier than 8:00 a.m. or later than 11:00 p.m.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-187. Roadside produce stands.

- (a) *Allowable districts:* C-1, C-2, and accessory to institutional uses, such as a place of worship or a school, or for the benefit of charity such as tours of homes, show houses, and the like.

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(b) *Standards:*

- (1) No more than four administrative permits shall be granted per year and no single permit shall be effective for more than 30 consecutive days; however, two or more permits, not to exceed four, may be combined for a duration of 60 days, 90 days or a maximum of 120 days. An application for said permit(s) shall be made no less than 14 days prior to the event. Said permit must be posted on site such that it is visible from the street.
- (2) The hours of operation shall be 8:00 a.m. to 8:00 p.m.
- (3) Two copies of a drawing, no larger in size than 11 inches by 17 inches, with dimensions (distances in feet) of the activity's location from the site's property lines and other minimum distance requirements as specified by this section shall be submitted to the department of planning and zoning for approval. Said drawing shall also depict north arrow, curb cuts and traffic patterns.
- (4) The applicant shall provide a notarized written authorization statement of the property owner or lease holder of the subject site to the department of planning and zoning. A 24-hour contact number of the property owner or lease holder shall be provided along with permit application.
- (5) The property on which the applicant is permitted must be located at least 1,500 feet from a permanent business or another vendor which offers the same or similar merchandise as that of the applicant. The applicant shall provide names of all established businesses which sell similar or the same merchandise within 1,500 feet of the proposed vendor site.
- (6) Any activity or structure shall maintain a minimum 20-foot setback from the right-of-way and not be located within a required landscape strip or buffer. Said activity or structure shall also maintain a minimum setback of ten feet from any internal drive or permitted curb cut.
- (7) A minimum of six parking spaces shall be provided for the exclusive use of the roadside produce stand and shall not occupy the minimum required parking spaces for any other use on site.
- (8) No temporary sanitary facility or trash receptacle may be located within 100 feet of a property line of a residential use.
- (9) No tent, table is allowed. All vending shall be conducted from a pushcarts/vending cart.
- (10) All pushcarts/vending carts must fit within an area four feet in width, not including protective overhang, by eight feet in length, not including trailer hitch, and eight feet in height.
- (11) All pushcarts/vending carts must meet all county health department regulations.
- (12) No vending station or any item related to the operation of a vending business shall be leaned against or hung from any building or any other structure, including but not limited to, lampposts, parking meters, mailboxes, traffic signal stations, fire hydrants, trees, tree boxes, benches, bus shelters or traffic barriers.
- (13) All items related to the operation of a vending business shall be kept either on, in or under a vending station. No such items shall be stored or placed upon any public space adjacent to the vending stand, pushcart or station.
- (14) No equipment, vehicle, display or sales activity shall block access to a public facility such as a telephone booth, mailbox, parking meter, fire hydrant, fire alarm box, traffic control box, driveway or other access point.
- (15) A sound level of 65 dBA shall not be exceeded at adjacent property lines of any residential use.
- (16) Signage advertising the vending operation is prohibited.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-188. Roadside vending.

- (a) *Allowable districts:* C-1, C-2 and accessory to institutional uses, such as a place of worship or a school, or for the benefit of charity such as tours of homes, show houses, and the like.
- (b) *Standards:*
- (1) No more than two administrative permits shall be granted per year and no permit shall be effective for more than nine consecutive days. An application for said permit shall be made no less than 14 days prior to the event. Said permit must be posted on site such that it is visible from the street.
 - (2) The hours of operation shall be 8:00 a.m. to 8:00 p.m.
 - (3) Two copies of a drawing, no larger in size than 11 inches by 17 inches, with dimensions (distances in feet) of the activity's location from the site's property lines and other minimum distance requirements as specified by this section shall be submitted to the department of planning and zoning for approval. Said drawing shall also depict north arrow, curb cuts and traffic patterns.
 - (4) The applicant shall provide a notarized written authorization statement of the property owner or lease holder of the subject site to the department of planning and zoning. A 24-hour contact number of the property owner or lease holder shall be provided along with permit application.
 - (5) The property on which the applicant is permitted must be located at least 1,500 feet from a permanent business or another vendor which offers the same or similar merchandise as that of the applicant. The applicant shall provide names of all established businesses which sell similar or the same merchandise within 1,500 feet of the proposed vendor site.
 - (6) Any vending displays or activity shall maintain a minimum 20-foot setback from the right-of-way and not be located within a required landscape strip or buffer. Said displays or activities shall also maintain a minimum setback of ten feet from any internal drive or permitted curb cut.
 - (7) A minimum of six parking spaces shall be provided adjacent to the vending area for the exclusive use of the roadside vending and shall not occupy the minimum required parking spaces for any other use on site.
 - (8) No temporary sanitary facility or trash receptacle may be located within 100 feet of a property line of a residential use.
 - (9) No pushcarts/vending cart shall be located within 250 feet of a residential structure. Tents and tarps are prohibited. Sales from vehicles are prohibited.
 - (10) No tent, table is allowed. All vending shall be conducted from a pushcarts/vending cart.
 - (11) All pushcarts/vending carts must fit within an area four feet in width, not including protective overhang, by eight feet in length, not including trailer hitch, and eight feet in height.
 - (12) All pushcarts/vending carts must meet all county health department regulations.
 - (13) No vending station or any item related to the operation of a vending business shall be leaned against or hung from any building or any other structure, including but not limited to, lampposts, parking meters, mailboxes, traffic signal stations, fire hydrants, trees, tree boxes, benches, bus shelters or traffic barriers.
 - (14) All items related to the operation of a vending business shall be kept either on, in or under a vending station. No such items shall be stored or placed upon any public space adjacent to the vending stand, pushcart or station.

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- (15) No equipment, vehicle, display or sales activity shall block access to a public facility such as a telephone booth, mailbox, parking meter, fire hydrant, fire alarm box, traffic control box, driveway or other access point.
 - (16) A sound level of 65 dBA shall not be exceeded at adjacent property lines of any residential use.
 - (17) Signage advertising the vending operation is prohibited.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-189. Seasonal business use.

- (a) *Allowable districts:* C-1, C-2, M-1 and M-2. Allowable in AG and residentially zoned districts only when the property is occupied by a church, school, lodge/retreat, farm, plant nursery, etc., existing as a conforming or a lawful non-conforming nonresidential use. The issuance of this permit does not constitute an expansion or extension of a nonconforming use.
- (b) *Standards:*
 - (1) An administrative permit shall not be issued for the same seasonal business use more than once in any calendar year. Said seasonal business use must correlate to a calendar holiday or event. Said permit shall not exceed a total of 30 consecutive days for each use. Said permit must be posted on site such that it is visible from the street. An application for said permit shall be made no less than 14 days prior to the event. Example: One permit may be issued for the sale of Christmas trees for a maximum of 30 consecutive days. A second permit may be issued for the sale of pumpkins for a maximum of 30 consecutive days.
 - (2) The hours of operation shall be 8:00 a.m. to 8:00 p.m., Sunday through Thursday and 8:00 a.m. to 11:00 p.m., Friday through Saturday.
 - (3) Two copies of a drawing, no larger in size than 11 inches by 17 inches, with dimensions (distances in feet) of the activity's location from the site's property lines and other minimum distance requirements as specified by this section shall be submitted to the department of planning and zoning for approval. Said drawing shall also depict north arrow, curb cuts and traffic patterns.
 - (4) The applicant shall provide a notarized written authorization statement of the property owner or lease holder of the subject site to the department of planning and zoning. A 24-hour contact number of the property owner or lease holder shall be provided along with permit application.
 - (5) The property on which the roadside vendor is permitted must be located at least 1,500 feet from a permanent business or another vendor which offers the same or similar merchandise as that of the vendor. Vendor shall provide names of all established businesses which sell similar or the same merchandise within 1,500 feet of the proposed vendor site.
 - (6) Any display or sales activity shall maintain a minimum 20-foot setback from the right-of-way and shall not be located within a required landscape strip or buffer. Said displays shall also maintain a minimum setback of ten feet from any internal drive or permitted curb cut.
 - (7) A minimum of six parking spaces shall be provided for the exclusive use of the seasonal business and shall not occupy the minimum required parking spaces for any other use on site.
 - (8) No temporary sanitary facility or trash receptacle may be located within 100 feet of a property line of a residential use.
 - (9) No tent, table or other temporary structure shall be located within 100 feet of a residential structure. Sales from vehicles are prohibited. Tents less than 5,000 square feet do not require a building permit;

tents equal to or greater than 5,000 square feet require structural plan review and a building permit. All tents are subject to the approval of the fire department.

- (10) No equipment, vehicle, display or sales activity shall block access to a public facility such as a telephone booth, mailbox, parking meter, fire hydrant, fire alarm box, traffic control box, driveway or other access point.
- (11) A sound level of 65 dBA shall not be exceeded at adjacent property lines of any residential use.
- (12) Signage shall be in accordance article XII, Sign regulations.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-190. Swimming pool, private.

- (a) *Allowable districts:* All districts except C-1, C-2.
- (b) *Standards:* All swimming pools shall be completely surrounded by an enclosure. Such enclosure shall be a fence, wall, or building, to prevent access to the pool by unsupervised children and/or animals. The enclosure shall be an effective fence or wall not less than five feet high with self-closing, positive-latching gates provided on the outer side of the deck area. The enclosure entrance shall be locked when the pool is not open for use and all surrounding objects or structures must have a separation of five feet from the enclosure to provide an unclimbable space. The enclosure shall be in place prior to pool completion. Materials and construction shall comply with the regulations administered by the county health department.
 - (1) *Detached dwellings.* Swimming pools shall be allowed inside and rear yards of single-family dwellings in any district and may also be allowed at the back of the house on a double frontage single family residential lot as approved by the department. Pools, pool equipment, and their decks must be a minimum of ten feet from all property lines, except that when perimeter setbacks are required, for example in CUP zoned districts, pools, pool equipment, and decks cannot be located in perimeter setbacks.
 - (2) *Neighborhood.* Swimming pools serving a neighborhood must be located within the limits of the underlying zoning.
 - a. Use of swimming pools shall be limited to residents and guests of the neighborhood in which they are located.
 - b. Pools, pool equipment, and decks must be located at least 100 feet from all adjoining property lines.
 - c. Landscape strips and buffer requirements shall be as specified by the tree protection and landscaping ordinance.
 - d. A maximum four-square-foot sign identifying the future use of the property for a swimming pool shall be posted adjoining the lot's frontage until a certificate of occupancy is issued for the facility.
 - e. Sources of exterior illumination shall be directed away from adjoining residences and shall not exceed 1.2 footcandles along an adjoining residential property line. Outdoor lighting of recreation facilities in or adjoining residential districts or uses shall be allowed only between dusk and 11:00 p.m.
 - f. A maximum continuous sound level of 60 dBA and a maximum peak sound level of 75 dBA shall not be exceeded at property lines adjacent to single family residential uses.

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- (3) *Multi-family.* Swimming pools, pool equipment, accessory structures, and fencing shall be located a minimum of 100 feet from any residential building, adjoining property line or street.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-191. Swimming pool, public.

Pools operated as a club (except clubs serving residential developments) or pools operated as a business are defined herein as public pools.

- (a) *Allowable districts:* O&I, C-1, C-2 and P&O.
- (b) *Standards:*
- (1) Pools, pool equipment, decks, and parking shall be located a minimum of 100 feet from all property lines which abut single family residential uses. Adjacent to all other zonings and uses, the district setback requirements shall be provided.
 - (2) Landscape strips and buffer requirements shall be as specified by the tree protection and landscaping ordinance.
 - (3) Sources of exterior illumination shall be directed away from adjoining residences and shall not exceed 1.2 footcandles along an adjoining residential property line. Outdoor lighting of recreation facilities in or adjoining residential districts or uses shall be allowed only between dusk and 11:00 p.m.
 - (4) A maximum continuous sound level of 60 dBA and a maximum peak sound level of 75 dBA shall not be exceeded at property lines adjacent to single family residential uses.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-192. Temporary classroom.

- (a) *Allowable districts:* All.
- (b) *Standards:*
- (1) The structure must be constructed for use as a temporary classroom and certified as such by the department of planning and zoning.
 - (2) The principal use must exist prior to the issuance of the permit.
 - (3) The temporary classroom shall not be used to increase the capacity or enrollment as conditioned by zoning, or as limited by other use permit conditions.
 - (4) An administrative permit for a temporary classroom shall expire three years from the date of approval at which time the structure shall be removed unless a new administrative permit is obtained within 30 days of the expiration date.
 - (5) The structure shall not be located within any principal building setbacks or within any required landscape strips or buffers.
 - (6) Two copies of a drawing showing dimensions shall accompany the application and shall accurately depict the proposed location of temporary structures, the traffic patterns and curb cuts and compliance with this section and all other applicable standards of this chapter.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-193. Temporary structures.

- (a) *Allowable districts:* All, except emission inspection stations shall be permitted only in non-residential districts except AG.
- (b) *Standards:*
 - (1) Temporary structures (whether tents, site-built, mobile or manufactured structures) utilized for construction offices, ticket booths, security guard shelters, storage structures in association with construction, emission inspection stations, portable toilets and other similar uses may be permitted by the planning and zoning department in any district.
 - (2) Temporary structures shall be located outside of any required buffers and landscape areas, and shall maintain the principal building setback of the district except portable toilets must maintain a 200-foot setback from existing dwelling(s).
 - (3) Temporary structures must be removed prior to the issuance of a certificate of occupancy or within five days of completion of the temporary event or activity for which the structure was approved.
 - (4) Temporary structures used in conjunction with other permitted administrative and use permits shall not be required to obtain a separate administrative permit.
 - (5) An administrative permit for a temporary structure shall expire three years from the date of approval at which time the structure shall be removed unless a new administrative permit is obtained within 30 days of the expiration date.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-194. Utility substations (telephone, electric, or gas, etc.).

- (a) *Allowable districts:* All.
- (b) *Standards:*
 - (1) Utility substations measuring less than 35 square feet and less than five feet in height from finished grade are exempt from these regulations.
 - (2) All substation structures shall be contained within the boundaries of the subject parcel and meet the minimum development standards of the district unless otherwise required in this article section.
 - (3) Minimum setback of all utility structures from a residential structure shall be:
 - a. Electric—200 feet.
 - b. Gas and telephone—the applicable minimum setback for the district in which located.
 - (4) A minimum ten-foot wide landscape strip planted to buffer standards shall be required around the perimeter of all utility sites except along lines where buffers are required.
 - (5) For electric substations, provide a minimum 50-foot wide replanted or natural buffer adjacent to the property lines of any residential district and/or the AG district used for single family.
 - (6) Interior to landscape strips or buffers that do not accomplish 100 percent visual screening as defined in the tree protection and landscaping ordinance, provide an eight-foot high opaque fence or, masonry wall, a minimum four-foot high landscaped earthen berm, a vegetative screen or some combination thereof, subject to the approval of the planning and zoning department.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

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Sec. 80-195. Veterinary clinic/hospital or kennel.

(a) *Allowable districts:* C-2, M-1.

(b) *Standards:*

- (1) All of the activities directly associated with animal treatment shall occur entirely within a completely enclosed soundproof structure.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-196. Use permits.

[Reserved—See section 80-196—80-239]

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-196.1. Minimum use permit standards.

[Reserved.]

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012)

Sec. 80-197. Agricultural-related activities.

Intent. It is the intent of this section to allow certain agricultural-related activities with a use permit in compliance with the development standards below to preserve the nature of agricultural areas. Such uses shall include, but not be limited to, petting zoo, educational tours, dude ranches, picnicking, pay fishing and community gardens.

(a) *Allowable district:* All.

(b) *Standards:*

- (1) Minimum lot size shall be five acres.
- (2) Permitted curb cut access shall not be from a local street.
- (3) Food services may be provided.
- (4) A minimum of 100-foot setback is required from all property lines for activity areas, including parking.
- (5) All structures housing animals shall be set back a minimum of 100 feet from all property lines.
- (6) All parking and access areas must be of an all-weather surface per article IX.
- (7) A maximum continuous sound level of 60 dBA and a maximum peak sound level of 75 dBA shall not be exceeded at property lines of adjacent residential districts and/or AG districts used for single family.
- (8) Hours of operation shall commence no earlier than 6:00 a.m. and cease by 11:00 p.m.
- (9) If located adjacent to any residential district or an AG district used for single family, the minimum buffers and landscape strips required for the O&I district as specified in the tree protection and landscaping ordinance shall be required.

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- (10) Sanitary facilities or trash receptacles shall be located a minimum of 100 feet from a property line of any residential district and/or AG district used for single family.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-198. Amateur radio antenna to exceed the administrative height.

Permit height. See also administrative permit 80-174.

Intent. It is the intent of this section to regulate the placement of amateur radio towers in a manner that does not impose on public health, safety, general welfare.

The following regulations on design, location, placement, and height limits of antennas in residential districts implements the city's governmental interest in land planning, aesthetics and public safety by requiring the following use permit standards:

- (a) *Allowable districts:* All.
- (b) *Standards:*
 - (1) Antennas shall be located in the rear yard.
 - (2) The request of a height of 90 feet shall be accompanied by a written justification of its intent by the licensee. Under no circumstances shall an antenna exceed 200 feet in height.
 - (3) All antennas shall be set back from the property line one-third the height of the antenna or the district setback requirements, whichever is greater. However, the antenna must be located a distance equal to or greater than the antenna height from the nearest residential dwelling, excluding the primary dwelling or structure which is located on the same lot as the antenna.
 - (4) Antennas shall not be lighted.
 - (5) All antennas must be constructed with an anti-climbing device.
 - (6) Antennas shall be painted in a neutral color identical or closely compatible with surroundings.
 - (7) All guy wires must be anchored on site and outside of right-of-way.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-199. Amphitheaters.

- (a) *Allowable districts:* AG, O&I, C-1 and C-2.
- (b) *Standards:*
 - (1) Lot area shall be a minimum of ten acres.
 - (2) The stage shall be located a minimum of 600 feet from adjacent properties zoned for residential use and/or the AG districts used for single family.
 - (3) Permitted curb cut access shall be only from an arterial street.
 - (4) A minimum 100-foot buffer and ten-foot improvement setback shall be provided adjacent to residential districts, property zoned for residential use zoning or development or AG districts when used for single family.
 - (5) A minimum 50-foot buffer and ten-foot improvement setback shall be provided adjacent to non-residential districts zoning or development.

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- (6) A maximum continuous sound level of 60 dBA and a maximum peak sound level of 75 dBA shall not be exceeded at the property lines of adjacent residential districts and/or AG districts used for single family.
 - (7) Eight-foot high fencing shall be provided adjacent to properties zoned for residential use or AG districts used for single family.
 - (8) The hours of operation of the facility shall be limited to 8:00 a.m. to 11:00 p.m. when adjacent to properties zoned for residential use and/or AG districts used for single-family.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-200. Antenna tower, and associated structure (radio, t.v., microwave broadcasting, etc.), to exceed the district height.

Intent. Pursuant to Section 704(a) of the Federal Telecommunications Policy Act of 1996, it is not the intent of this section to prohibit or have the effect of prohibiting the provision of personal wireless services in Fairburn. It is the intent of this section to address the aesthetic effect of telecommunication facilities on our landscapes, our citizens' demands for these services, and the needs of service providers.

The following regulations on design, location, placement, and height limits of antennas in residential and AG zoned districts implements the city's governmental interest in land planning, aesthetics and public safety by requiring the following use permit standards:

- (a) *Allowable districts:* Residential districts, AG (See same heading in section 80-174, for other non-residential districts.)
- (b) *Standards:*
 - (1) Towers must be set back a distance equal to one and one-half times the height of the tower adjacent to residential and/or AG zoned property.
 - (2) Height shall not exceed 200 feet from existing grade.
 - (3) Tower and associated facilities shall be enclosed by fencing not less than six feet in height and shall also be equipped with an appropriate anti-climbing device.
 - (4) A minimum ten-foot landscape strip planted to buffer standards shall be required surrounding the facility exterior to the required fence unless the director of planning and zoning determines that existing plant materials are adequate.
 - (5) Antennas or towers shall not have lights unless required by federal or state law.
 - (6) Towers shall not be located within one-half mile from any existing telecommunication tower above the district height, excluding alternative structures.
 - (7) The tower shall comply with applicable state and local statutes and ordinances, including, but not limited to, building and safety codes. Towers which have become unsafe or dilapidated shall be repaired or removed pursuant to applicable state and local statutes and ordinances.
 - (8) Facilities shall not be artificially lighted except to assure human safety or as required by the Federal Aviation Administration (FAA).
 - (9) Communication towers shall be designed and constructed to ensure that the structural failure or collapse of the tower will not create a safety hazard to adjoining properties, according to applicable federal standards which may be amended from time to time.

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- (10) Telecommunications facilities shall not be used for advertising purposes and shall not contain any signs for the purpose of advertising.
 - (11) Any telecommunications facility may co-locate on any existing tower, pole or other structure as long as there is no increase in height to the existing facility.
 - (12) A commercial telecommunication facility that ceases operation for a period of 12 consecutive months shall be determined to have terminated and shall be removed within 90 days of termination at the property owner's expense. It shall be the duty of both the property owner and the tower owner to notify the county in writing of any intent to abandon the use of the tower.
 - (13) Communication facilities not requiring FAA painting/marketing shall have either a galvanized finish or [be] painted a dull blue, gray, or black finish or shall be screened through fencing and landscaping.
 - (14) An application for a telecommunications facility shall be submitted in accordance with the department's plan review submittal requirements.
 - (15) An application for a telecommunication facility shall include a certification from a registered engineer that the structure will meet the applicable design standards for wind loads.
 - (16) Communications facilities shall not be located in 100-year flood plain or delineated wetlands.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-201. Bed and breakfast.

- (a) *Allowable districts:* AG, R-1, R-2, R-3, R-4, C-1, C-2, DTMU.
- (b) *Standards:*
 - (1) A minimum of two guest rooms and a maximum of five guest rooms are permitted.
 - (2) No parking in the minimum front yard.
 - (3) The bed and breakfast shall be owner-occupied.
 - (4) Permitted curb cut access shall be from a local street.
 - (5) The minimum landscape and buffer areas shall be required as specified in chapter 74, Tree protection and landscape for the AG agricultural district.
 - (6) Parking requirements shall be the same as hotel/motel as specified in article IX.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-202. Cemetery and/or mausoleum (human or pet).

- (a) *Allowable districts:* All districts except AG.
- (b) *Standards:*
 - (1) Permitted curb cut access shall be only from a major thoroughfare, unless in conjunction with a place of worship.
 - (2) No building shall be located within 50 feet of a residential district and/or the AG district used for single family.

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- (3) All structures, including graves, shall be inside and meet the minimum yard setbacks or ten feet, whichever is greater.
 - (4) If located adjacent to a single-family dwelling district and/or AG district used for single family, the minimum buffers and landscape strips required for the O&I district as specified in chapter 74 shall be required.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-203. Church, temple or place of worship.

(a) *Allowable districts:* All.

(b) *Standards:*

- (1) All buildings and use areas/structures other than parking and pedestrian walkways shall be located at least 100 feet from any adjoining residential district and/or the AG district used for single family.
- (2) No parking shall be located within the minimum front yard setback.
- (3) Any associated day care centers, private schools, recreational fields or other uses requiring a use permit or administrative permit shall be allowed only under a separate approved use permit or administrative permit for each use.
- (4) The minimum buffers and landscape strips required for the O&I zoning district as specified in tree protection and landscaping ordinance, shall be required.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-204. Commercial amusement, outdoor.

Including, but not limited to amusement parks, velodromes, bungee jumping parks, skateboard parks, ski slopes, batting cages, miniature golf, drive-in theaters, etc. (See also section 80-209, driving ranges.)

(a) *Allowable districts:* C-1, M-1, M-2, and P&O.

(b) *Standards:*

- 1. Permitted curb cut access shall be derived only from arterial streets.
- 2. A minimum 100-foot buffer and ten-foot improvement setback shall be provided adjacent to residential districts and/or the AG district used for single family.
- 3. A minimum 50-foot buffer and ten-foot improvement setback shall be provided adjacent to non-residential zoning or development districts.
- 4. A maximum continuous sound level of 60 dBA and a maximum peak sound level of 75 dBA shall not be exceeded at property lines of adjacent residential districts and/or the AG districts used for single family.
- 5. Eight-foot high fencing shall be provided adjacent to any residential district and/or the AG district when used for single family and interior to any required landscape strips or buffers.
- 6. The hours of operation of the facility shall be limited to 8:00 a.m. to 11:00 p.m. adjacent to residential districts and/or the AG when used for single family.
- 7. All recreational structures and activities shall maintain a minimum setback of 100 feet from any public right-of-way.

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8. The height limits of the zoning district shall apply to all recreational structures unless a use permit to exceed the height is granted.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-205. Composting.

(a) *Allowable district:* C-2.

(b) *Standards:*

- (1) Lot area shall be a minimum of five acres.
- (2) Permitted curb cut access shall be derived from an arterial or major collector.
- (3) The hours of operation shall be between the hours of 7:00 a.m. to 6:00 p.m.
- (4) All operations shall maintain a minimum setback of 100 feet from all property lines.
- (5) The minimum buffers required are as specified for the M-1 district. (See the tree protection and landscaping ordinance.)
- (6) On-site traffic shall be limited to an all-weather surfaced area.
- (7) Stored materials shall be contained in such a manner as to prevent the blowing of any materials onto any surrounding property or roadway.
- (8) The composting facility shall obtain all necessary permits from the department of natural resources, environmental protection division.
- (9) A maximum continuous sound level of 60 dBA and a maximum peak sound level of 75 dBA shall not be exceeded at property lines of adjacent residential districts and/or the AG districts used for single family.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-206. Convalescent center/nursing home/hospice.

(a) *Allowable districts:* AG, R-2, R-3, R-4, C-1, C-2, O&I, M-1.

(b) *Standards:*

- (1) Facilities shall be for five persons or more.
- (2) Permitted curb cut access shall be from a local arterial or a major collector.
- (3) Provide the minimum landscape strips and buffers as required for the O&I zoning district as specified in tree protection and landscaping.
- (4) Provide a 50-foot building setback from all single family.
- (5) No parking allowed within the minimum front yard setback.
- (6) Rooms or suites of rooms may be designed with separate kitchen facilities.
- (7) Facility shall comply with applicable local, state, and federal regulations.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

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Sec. 80-207. Country inn.

(a) *Allowable districts:* C-1, C-2.

(b) *Standards:*

- (1) Lot area shall be a minimum of five acres.
- (2) A minimum of six guest rooms and a maximum of 30 rooms are permitted. (See section 80-201, bed and breakfast, for less than six guest rooms.)
- (3) The country inn shall be owner occupied.
- (4) Permitted curb cut access shall be from a local road or higher road classification.
- (5) The establishment may provide meal services to guests.
- (6) Parking shall not be permitted within the minimum front yard setback.
- (7) The minimum landscape strip and buffer requirements for the O&I district as specified in the tree protection and landscaping ordinance shall be required.
- (8) Parking requirements shall be the same as hotel/motel as specified in article IX, off-street parking, loading and landscape requirements.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-208. Child day care center.

Allowed as a permitted use in AG, R-1, R-2, R-3, O&I and P&O districts.

(a) *Allowable districts:* May be allowed in single family districts in conjunction with an institutional use such as a church, temple, place of worship, school or a hospital.

(b) *Standards:*

- (1) Facility shall be for three or more children under the age of 18, excluding staff.
- (2) In residential districts (R-1, R-2, R-3, O&I and P&O) child day care centers shall be located a minimum of 500 feet from each other as measured from respective property lines.
- (3) Copies of applicable local, state, and federal permits shall be provided to the department of planning and zoning prior to the issuance of a certificate of occupancy and business license
- (4) Provide minimum landscape strips, buffers and improvement setbacks as specified for the O&I district in the tree protection and landscaping ordinance.
- (5) Provide a minimum six-foot high opaque fence interior to any required landscape strips and/or buffers around the periphery of the yard used for the play area.
- (6) Play areas shall be located within the rear or side yards.
- (7) The hours of operation shall be limited to Monday through Friday from 6:00 a.m. to 7:00 p.m.
- (8) No parking allowed in the minimum front yard setback.
- (9) Driveway design shall permit vehicles to exit the property in a forward direction.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-209. Driving range (not associated with a golf course).

- (a) *Allowable districts:* O&I, C-1, C-2, and M-1.
- (b) *Standards:*
 - (1) Lot area shall be a minimum of ten acres.
 - (2) Permitted curb cut access shall be from a major collector or arterial.
 - (3) Loudspeakers/paging systems are prohibited adjacent to residential districts and districts used for single family.
 - (4) The hours of operation shall be limited to 8:00 a.m. to 11:00 p.m. adjacent to residential districts and/or AG districts used for single family.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-210. Festivals or events, outdoor/indoor.

See section 80-179, event, special indoor/outdoor.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. No. 2014-11, § 1, 6-9-2014)

Sec. 80-211. Small group home/shelter (18 and older).

- (a) *Allowable districts:* AG, R-2, R-3, R-4, C-1, C-2, O&I and M-1.
- (b) *Standards:*
 - (1) Facility shall be for two or three unrelated adults.
 - (2) Parking shall comply with the requirements of article IX for dwellings.
 - (3) The minimum landscape strips and buffers required for the O&I district as specified in the tree protection and landscaping ordinance shall be provided.
 - (4) Copies of applicable local, state, and federal permits shall be provided to the department of planning and zoning prior to the issuance of a certificate of occupancy and business license.
 - (5) Parking shall not be permitted within the minimum front yard.
 - (6) Facility shall not be located closer than 1,320 feet to the nearest property line of another group residence.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-212. Medium group home/shelter (18 and older).

- (a) *Allowable districts:* AG, R-3, R-4, C-1, C-2, O&I, and M-1.
- (b) *Standards:*
 - (1) Facility shall be for four to six unrelated adults.
 - (2) Parking shall comply with the requirements of article IX for dwellings.

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- (3) The minimum landscape strips and buffers required for the O&I district as specified in the tree protection and landscaping ordinance shall be provided.
 - (4) Copies of applicable local, state, and federal permits shall be provided to the department of planning and zoning prior to the issuance of a certificate of occupancy and business license.
 - (5) Parking shall not be permitted within the minimum front yard.
 - (6) Facility shall not be located closer than 1,320 feet to the nearest property line of another group residence.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-213. Large group home/shelter (18 and older).

(a) *Allowable districts:* AG, R-4, C-1, C-2, O&I and M-1.

(b) *Standards:*

- (1) Facility shall be for seven to 15 unrelated adults.
- (2) Parking shall comply with the requirements of article IX for dwellings.
- (3) The minimum landscape strips and buffers required for the O&I district, as specified in the tree protection and landscaping ordinance, shall be provided.
- (4) Copies of applicable local, state, and federal permits shall be provided to the department of planning and zoning prior to the issuance of a certificate of occupancy and business license.
- (5) Parking shall not be permitted within the minimum front yard.
- (6) Facility shall not be located closer than 1,320 feet to the nearest property line of another group residence.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-214. Congregate group home/shelter (18 and older).

(a) *Allowable districts:* AG, C-1, C-2, O&I and M-1.

(b) *Standards:*

- (1) Facility shall be for 16 or more unrelated adults.
- (2) Parking shall comply with the requirements of article IX for dwellings.
- (3) The minimum landscape strips and buffers required for the O&I district as specified in the tree protection and landscaping ordinance shall be provided.
- (4) Copies of applicable local, state, and federal permits shall be provided to the department of planning and zoning prior to the issuance of a certificate of occupancy and business license.
- (5) Parking shall not be permitted within the minimum front yard.
- (6) Facility shall not be located closer than 1,320 feet to the nearest property line of another group residence.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-215. Small group home (17 and younger).

- (a) *Allowable districts:* AG, R-2, R-3, R-4, C-1, C-2, O&I, and M-1.
- (b) *Standards:*
 - (1) Facility shall be for two but not more than three unrelated children.
 - (2) Parking shall comply with the requirements of article IX for dwellings.
 - (3) The minimum landscape strips and buffers required for the O&I district as specified in the tree protection and landscaping ordinance shall be provided.
 - (4) Copies of applicable local, state, and federal permits shall be provided to the department of planning and zoning prior to the issuance of a certificate of occupancy and business license.
 - (5) Parking shall not be permitted within the minimum front yard.
 - (6) Facility shall not be located closer than 1,320 feet to the nearest property line of another group residence.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-216. Medium group home (17 and younger).

- (a) *Allowable districts:* R-3, R-4, C-1, C-2, O&I, and M-1.
- (b) *Standards:*
 - (1) Facility shall be for four but not more than six unrelated children.
 - (2) Parking shall comply with the requirements of article IX for dwellings.
 - (3) The minimum landscape strips and buffers required for the O&I district as specified in the tree protection and landscaping ordinance shall be provided.
 - (4) Copies of applicable local, state, and federal permits shall be provided to the department of planning and zoning prior to the issuance of a certificate of occupancy and business license.
 - (5) Parking shall not be permitted within the minimum front yard.
 - (6) Facility shall not be located closer than 1,320 feet to the nearest property line of another group residence.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-217. Large group residence (17 and younger).

- (a) *Allowable districts:* AG, R-4, C-1, C-2, O&I and M-1.
- (b) *Standards:*
 - (1) Facility shall be for seven but not more than 15 unrelated children.
 - (2) Parking shall comply with the requirements of article IX for dwellings.
 - (3) The minimum landscape strips and buffers required for the O&I district as specified in tree protection and landscaping ordinance shall be provided.

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(Supp. No. 23, Update 2)

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- (4) Copies of applicable local, state, and federal permits shall be provided to the department of planning and zoning prior to the issuance of a certificate of occupancy and business license.
 - (5) Parking shall not be permitted within the minimum front yard.
 - (6) Facility shall not be located closer than 1,320 feet to the nearest property line of another group residence.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-218. Congregate group home (17 and younger).

- (a) *Allowable districts:* AG, C-1, C-2, O&I and M-1.
- (b) *Standards:*
 - (1) Facility shall be for 16 or more unrelated children.
 - (2) Parking shall comply with the requirements of article IX for dwellings.
 - (3) The minimum landscape strips and buffers required for the O&I district as specified in tree protection and landscaping ordinance shall be provided.
 - (4) Copies of applicable local, state, and federal permits shall be provided to the department of planning and zoning prior to the issuance of a certificate of occupancy and business license.
 - (5) Parking shall not be permitted within the minimum front yard.
 - (6) Facility shall not be located closer than 1,320 feet to the nearest property line of another group residence.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-219. Kennel or outside animal facilities.

- (a) *Allowable districts:* C-2.
- (b) *Standards:*
 - (1) Minimum one-acre lot size is required.
 - (2) Buildings and runs, sun areas, exercise yards, patios or facilities other than parking shall be located at least 100 feet from all property lines and 200 feet from any single-family district and/or the AG district used for single-family.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-220. Landfill, solid waste disposal.

- (a) *Allowable district:* M-2.
- (b) *Standards:*
 - (1) No access shall be allowed from local streets.
 - (2) Access streets shall be paved and shall be able to withstand maximum load limits established by the state as approved by the director of public works.

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- (3) No portion of a new landfill shall be located within a three-mile radius of the property lines of an existing landfill.
 - (4) The waste disposal boundary of a landfill shall be located at least 500 feet from all property lines, except adjacent to M-1 (light industrial) and M-2 (heavy industrial) zoned districts.
 - (5) A minimum 200-foot buffer and ten-foot improvement setback shall be required along all property lines except public rights-of-way.
 - (6) A minimum 50-foot buffer and ten-foot improvement setback shall be required along all public rights-of-way.
 - (7) A minimum six-foot high solid fence or wall shall be located on property lines or interior to the required buffers and improvement setbacks.
 - (8) Limit hours of operation from 6:00 a.m. to 6:00 p.m., Monday through Saturday.
 - (9) The owner shall provide the director of planning a current copy of all applicable permits from the state department of natural resource upon application for a land disturbance permit.
 - (10) Vehicles shall be allowed into a landfill site only if waste is covered to prevent blowing of material from the vehicle.
 - (11) No portion of a new or expanded landfill shall be located within a one-mile radius of the property lines of a residentially zoned or used property.
 - (12) An expanded landfill shall not include any expanded use within the parcel boundaries of an existing site or location.
 - (13) The landfill shall be sited and operated in accordance with the Rules of Georgia, Department of Natural Resources, Environmental Protection Division, Chapter 391-3-4 Solid Waste Management, O.C.G.A. § 12-8-20 Georgia Comprehensive Solid Waste Management Plan, and 40 CFR Part 258 (Subtitle D of RCRA).

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-221. Landscaping business, plant nursery, or garden center with indoor retail component.

- (a) *Allowable districts:* C-1, C-2, and DTMU.
- (b) *Standards:*
 - (1) No access shall be allowed from local streets.
 - (2) No parking is permitted in the minimum front yard.
 - (3) All use areas/structures other than parking and pedestrian walkways shall be located at least 50 feet from any adjoining residential district or AG (agricultural) district.
 - (4) Limit hours of operation from 6:00 a.m. to 11:00 p.m.
 - (5) The minimum buffers and landscape strips required for the O&I (office-institutional) zoning district as specified in the tree protection and landscaping ordinance shall be required.
 - (6) Structure(s) for retail sales shall be limited to 1,000 total gross square feet.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-222. Lodge, retreat and/or campground.

Facilities to include lodging and food service for social, educational and/or recreational purposes.

(a) *Allowable districts:* AG, M-1, and M-2.

(b) *Standards:*

- (1) Minimum lot size shall be ten acres.
- (2) Permitted curb cut access shall not be derived from a local street.
- (3) A minimum 100-foot wide buffer and ten-foot improvement setback are required adjacent to residential districts, AG districts used for single family and adjoining a public street.
- (4) A minimum 50-foot wide buffer and ten-foot improvement district are required adjacent to all other non-residential districts.
- (5) Length of the stay for all but permanent staff shall not exceed 30 consecutive days.
- (6) Sanitary facilities or trash receptacles shall be located a minimum of 200 feet from any residential district and/or the AG district when used for single family.
- (7) A maximum continuous sound level of 60 dBA and a maximum peak sound level of 75 dBA shall not be exceeded at property lines of adjacent residential districts and/or the AG district used for single family.
- (8) Recreational facilities associated with the use shall be for staff and guests only.
- (9) One parking space per lodging unit or five per 1,000 square feet of floor area, whichever is greater.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-223. Medical related lodging.

(a) *Allowable district:* M-1.

(b) *Standards:*

- (1) Total number of bedrooms or units shall not exceed 20, including staff facilities.
- (2) Rooms or suites of rooms may be designed with separate kitchen facilities.
- (3) Lodging facility shall be located within one-mile of a hospital or inpatient clinic.
- (4) Facilities located in a R-CT district must have frontage on streets with classifications higher than local streets.
- (5) If located adjacent to a single-family district and/or the AG district used for single family, the minimum buffers and landscape strips required for the O&I district as specified in the tree protection and landscaping ordinance shall be required.
- (6) Off-street parking requirements shall be one per living unit plus one per nonresident employee. Parking is not allowed in the front yard setback.
- (7) Signs shall not exceed four square feet in area and four feet in height.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-224. Personal care home/assisted living.

(a) *Allowable districts:* AG, C-1, C-2, O&I and DTMU.

(b) *Standards:*

- (1) Facilities shall be for two persons or more.
- (2) Permitted curb cut access shall be from an arterial or a major collector. Permitted curb cut access may be allowed from a minor collector if within 1,000 feet of the property line of an institutional use.
- (3) Provide a 50-foot building setback from single family districts and/or the AG districts when used for single family.
- (4) No parking allowed in the minimum front yard setback.
- (5) The minimum parking spaces provided shall be in conformance with health care facilities per article IX, section 80-336.
- (6) Provide landscape strips and buffers as required in the O&I district as specified in the tree protection and landscaping ordinance.
- (7) Rooms or suites of rooms may be designed with separate kitchen facilities.
- (8) Facility shall comply with all applicable local, state, and federal regulations, and provide applicable permits to the department of planning and zoning prior to the issuance of a certificate of occupancy.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-225. Portable sawmills.

(a) *Allowable districts:* All.

(b) *Standards:*

- (1) The operation shall be temporary; the duration of such use shall not exceed six months;
- (2) Only timber harvested from the property on which the sawmill is located shall be processed;
- (3) All operations associated with portable sawmills, including the cutting, sawing and planing of logs or boards, and the loading, unloading and storage of any wood materials shall be set back a minimum of 200 feet from any property boundary. Such uses shall be set back a minimum of 500 feet from any abutting residential property.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-226. Private correctional facility/prison.

(a) *Allowable district:* M-2.

(b) *Standards:*

- (1) Minimum lot size: 100 acres.
- (2) All boundary lines of the property included within the application must be located at least 500 feet from the properties listed below:

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- a. The property line of R-1, R-2, R-3, R-4, and AG zoned property or property conditioned or used for residential purposes.
 - b. The property line of any public recreational facilities, public or private institutional uses, including but not limited to churches, schools, universities, colleges, trade-schools, libraries, day care centers and other training facilities when minors are the primary patrons.
- (3) All boundary lines of the property included within the application must be located at least ten miles from all property lines of any other correctional facility.
 - (4) Submit, with the application for a use permit, a certified boundary survey of the site and the use of adjoining properties. If any of the uses or zoning districts referenced in subsection (2)a. and b. and are located within 500 feet of the boundary lines of the subject property, and/or a correctional facility is located within ten miles of the boundary line of the subject property, they must be identified by map as part of the use permit application.
 - (5) A minimum 200-foot wide buffer and ten-foot improvement setback shall be provided adjacent to any property zoned other than I-1 and I-2 and from any property used for residential purposes.
 - (6) A minimum 100-foot wide buffer and ten-foot improvement setback shall be provided adjacent to property zoned M-1 and/or M-2.
 - (7) Permitted curb cut access shall be from a major thoroughfare.
 - (8) Parking spaces shall be in accordance with article IX, section 80-336.
 - (9) Fencing shall be in accordance with American Correction Institute standards and located interior to required buffers and improvement setbacks.
 - (10) Lighting shall be in accordance with American Correction Institute standards and the lighting standards set forth in this chapter. The more restrictive standards shall apply.
 - (11) Facility shall comply with all applicable local, state, and federal regulations, and applicable permits shall be provided to the department of planning and zoning prior to the issuance of a certificate of occupancy.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-227. Recreational fields.

Including but not limited to soccer, softball, baseball, polo, football, cricket, etc.

- (a) *Allowable districts:* All.
- (b) *Standards:*
 - (1) Permitted curb cut access shall not be from a local street.
 - (2) A minimum 50-foot buffer and ten-foot improvement setback shall be provided adjacent to residential districts and/or the AG districts used for single family.
 - (3) Loudspeakers/paging systems are prohibited adjacent to residentially used property.
 - (4) The hours of operation shall be limited to daylight hours when said facility is located adjacent to residential districts and/or the AG districts used for single family.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-228. Recycling center, processing.

(a) *Allowable district:* M-2.

(b) *Standards:*

- (1) Limit hours of operation from 7:00 a.m. to 8:00 p.m. Monday through Saturday.
- (2) No portion of a new recycling facility shall be located within a three-mile radius of the property lines of an existing recycling facility.
- (3) A minimum 200-foot buffer and ten-foot improvement setback shall be required along all property lines except public rights-of-way.
- (4) A minimum 50-foot buffer and ten-foot improvement setback shall be required along all public rights-of-way.
- (5) All recyclable materials shall be stored in containers with no stockpiling outside the containers.
- (6) Collection, storage containers, or receptacles shall not be allowed in minimum yards. Storage shall be screened with a six-foot high, solid wall or fence, including access gates.
- (7) The processing of recyclable materials must be done within an enclosed building.
- (8) Driveways shall be designed so vehicles will exit the facility in a forward direction.
- (9) A maximum continuous sound level of 65 dBA and a maximum peak sound level of 75 dBA shall not be exceeded at property lines of adjacent residential districts and/or the AG districts used for single family.
- (10) The recycling center shall comply with regulations administered by the county department of health.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-228.1. Rehabilitation centers.

(a) *Allowable district:* M-1.

(b) *Standards:*

- (1) Usage of such facility shall be restricted to the supervised rehabilitation of substance abusers.
- (2) Parking shall comply with the requirements of article IX for dwellings.
- (3) The minimum landscape strips and buffers required for the O&I district as specified in the tree protection and landscaping ordinance shall be provided.
- (4) Copies of applicable local, state and federal permits shall be provided to the department of planning and zoning prior to the issuance of a certificate of occupancy and business license.
- (5) Parking shall not be permitted within the minimum front yard.
- (6) No such facility shall be located within 2,000 feet of any other group residence/shelter, personal care home/assisted living facility, and medical related lodging or rehabilitation center.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-229. Salvage, storage, and/or junk facility.

(a) *Allowable district:* M-2.

(b) *Standards:*

- (1) No portion of a new salvage, storage, and/or junk facility shall be located within a three-mile radius of the property lines of an existing salvage, storage, and/or junk facility.
- (2) A minimum 200-foot buffer and ten-foot improvement setback shall be required along all property lines except public rights-of-way.
- (3) A minimum 50-foot buffer and ten-foot improvement setback shall be required along all public rights-of-way.
- (4) All facilities shall be screened from view from adjacent properties and roadways with a minimum six-foot high, solid fence or wall, as approved by the department of planning and zoning, except for approved access crossings and utility easements. Said fence or wall shall be located interior to any required buffer or landscape strip.
- (5) Vehicles and other materials shall not be stacked so that they are visible from any adjacent properties.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-230. School, private or special.

(a) *Allowable districts:* All.

(b) *Standards:*

- (1) Minimum lot area shall be one acre.
- (2) If located adjacent to a single-family dwelling district and/or AG district used for single family, the minimum landscape strips, buffers, and improvement setbacks required for the O&I district as specified in the tree protection and landscaping ordinance shall be required.
- (3) Buildings and refuse areas shall not be located within 100 feet of a residential district and/or AG district used for single family.
- (4) Active outdoor recreation areas shall not be located within 100 feet of an adjoining residential district or use. Recreational fields, such as playing fields, that are accessory to the school do not require a separate use permit.
- (5) Day care facilities in association with the school do not require a separate use permit.
- (6) Parking areas shall not be located within 50 feet of any residential district and/or AG district used for single family.
- (7) Student drop-off and vehicular turn-around facilities shall be provided on the site so that vehicles may re-enter the public street in a forward manner.
- (8) Permitted curb cut access shall not be from a local street.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-230A. Colleges, universities and trade schools, private.

(a) *Allowable districts:* C-1, C-2, DTMU, M-1, M-2, and O&I.

(b) *Standards:*

- (1) All standards set forth in the Southern, Western, Northwest, North Central, New England or Middle States Association of Colleges and Schools shall be met, if applicable. All standards and certifications required for trade schools shall be met, if applicable.
- (2) The minimum landscape strips, buffers, improvement setbacks and other development regulations shall be as specified in each district.
- (3) Active outdoor recreation areas shall not be located within 100 feet of an adjoining residential district or use. Recreational fields, such as playing fields, food preparation and service, athletic facilities, stadiums, residence halls/dormitories, and any limited retail activities that are accessory to the college, university or trade school do not require a separate use permit.
- (4) Day care facilities in association with the college, university or trade school shall be allowed and do not require a separate use permit pursuant to section 80-208; however, the college, university or trade school must notify the department of planning and zoning that such use will be on the property, and shall provide copies of all applicable local, state, and federal permits to the department of planning and zoning prior to the issuance of a certificate of occupancy and business license.
- (5) Off-street parking requirements set forth in section 80-337 shall be complied with.
- (6) The college, university or trade school shall have at least one curb cut access to an arterial or collector street.
- (7) For private or special schools, see section 80-230.

(Ord. No. 2014-13, § 1, 6-9-2014; Ord. of 10-28-2019(1))

Sec. 80-231. Self storage/mini.

(a) *Allowable district:* C-2.

(b) *Standards:*

- (1) At least 75 percent of the total on-site storage space shall be contained in individual enclosed stalls containing no more than 500 square feet each and being no more than ten feet high.
- (2) No activities other than the dead storage or transfer of nonvolatile goods, or leasing of storage space are permitted. Prohibited uses include but are not limited to miscellaneous sales; fabrication or repair of vehicles, equipment or other goods; transfer-storage business based on site; residential uses (other than the resident manager's apartment), or any use which creates a nuisance due to noise, odor, dust, light or electrical interference.
- (3) An on-site manager or resident manager shall be required and shall be responsible for the operation of the facility in conformance with conditions of approval. A resident manager's apartment is included in the use permit.
- (4) Provide a minimum six-foot high, 100 percent opaque solid wooden fence or masonry wall along the entire length (except for approved access crossings) of all property lines. Said fence/wall shall be located outside of any public right-of-way and interior to any required landscape strips or buffers.

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- (5) A new or expanded self-storage facility shall be located a minimum of 1,500 feet from the boundary of any other self-storage facility (mini or multi).

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-232. Self storage/multi.

(a) *Allowable districts:* C-1, and C-2.

(b) *Standards:*

- (1) No outside storage shall be allowed, including vehicle leasing.
- (2) All buildings shall have windows or architectural treatments that appear as windows.
- (3) No activities other than the dead storage or transfer of nonvolatile goods or leasing of storage space are permitted. Prohibited uses include but are not limited to miscellaneous sales; fabrication or repair of vehicles, equipment or other goods; transfer-storage business based on site; residential uses (other than the resident manager's apartment), or any use which creates a nuisance due to noise, odor, dust, light or electrical interference.
- (4) Permitted curb cut access shall not be from a local street.
- (5) A new or expanded self-storage facility shall be located a minimum of 1,500 feet from the boundary of any other self-storage facility (mini or multi).

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-233. Senior housing.

(a) *Allowable districts:* A use permit shall be required in any district in which the use is allowed. The use is allowed in all districts except M-1 and M-2.

(b) *Standards:* In circumstances where conflict exists between overlay guidelines and this section or resolution: (i) overlay guidelines will generally supersede general ordinance and/or resolutions; (ii) if the issue is specifically excluded in the Overlay, the ordinance and/or resolution will apply; (iii) if the issue is addressed in both documents, the more restrictive will apply.

- (1) Building height shall be in accordance with the underlying zoning.
- (2) Dwelling units for seniors shall be exempted from any part of this section which restricts density.
- (3) No more than 15 dwelling units per acre shall be allowed in a single-family development. No more than 20 dwelling units per acre shall be allowed in a multi-family development.
- (4) No dwelling unit shall contain more than two bedrooms.
- (5) Multi-family dwelling units shall have a minimum of 600 square feet of gross floor area. Single family dwelling units shall have a minimum of 800 square feet of gross floor area.
- (6) A 50-foot principal building setback shall be provided for attached dwelling units adjacent to single family residential districts and/or the AG district. Accessory structures may be located in the rear and side yards only but shall not be located in a minimum yard.
- 7. Parking spaces shall be calculated as 1.4 spaces per dwelling unit.
- (8) No parking shall be allowed in the minimum front yard setback.

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- (9) Senior facilities must be served by public water and sewer.
 - (10) Landscape strips and buffers shall be provided as specified in the O&I district in the tree protection and landscaping ordinance.
 - (11) The property shall be deed restricted to senior housing except as provided for by fair housing laws.
 - (12) Facility shall comply with all applicable local, state, and federal regulations and copies of any applicable permits shall be provided to the department of planning and zoning prior to the issuance of a certificate of occupancy.
 - (13) Projects are encouraged to incorporate easy living and applicable accessibility standards (as administered and copyrighted by a coalition of state citizens including AARP of Georgia, Atlanta Regional Commission, Concrete Change, Georgia Department of Community Affairs, Governor's Council on Developmental Disabilities, Home Builders Association of Georgia, Shepherd Center and the Statewide Independent Living Council of Georgia).
 - (14) Housing shall have at least 80 percent of the occupied dwelling units occupied by at least one person who is 55 years of age or older which shall be verified by the property owner in a manner deemed acceptable pursuant to policies and procedures adopted by the director of planning.
 - (15) All units shall be owner-occupied.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-234. Skywalks.

- (a) *Allowable districts:* AG, O&I, C-1, C-2.
- (b) *Standards:*
 - (1) A minimum vertical clearance of 16 feet above all streets, and a minimum vertical clearance of 16 feet above the walkway shall be provided.
 - (2) Ample space for the free flow of pedestrians with a 12-foot minimum walkway width shall be provided.
 - (3) Prior to issuance of a building permit, a bridge agreement shall be filed with the department of planning and zoning as a condition of approval. The department of planning and zoning shall be responsible for the interpretation and application of the conditions set forth above and no building permit shall be issued by the department of planning and zoning except upon written approval of the department of public works.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-235. Stadium (offsite) associated with a private school.

- (a) *Allowable districts:* All.
- (b) *Standards:*
 - (1) Vehicular access is prohibited from a local street.
 - (2) A minimum 200-foot buffer and ten-foot improvement setback shall be provided along all property lines adjacent to residential and AG zoned properties.
 - (3) The hours of operation shall be limited to 8:00 a.m. to 11:00 p.m. adjacent to residential and AG zoned properties.

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- (4) A 100-foot setback along any public right-of-way is required for all structures and activities.
 - (5) The height limit of the zoning district shall apply to all structures unless a use permit to exceed the district minimum height is approved.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-236. Transfer station, solid waste.

(a) *Allowable District:* M-2.

(b) *Standards:*

- (1) No access shall be allowed from local streets.
- (2) Access streets shall be paved and shall be able to withstand maximum load limits established by the state as approved by the director of public works.
- (3) No portion of a new transfer station shall be located within a three-mile radius of the property lines of an existing transfer station.
- (4) A minimum 200-foot buffer and ten-foot improvement setback shall be required along all property lines except public rights-of-way.
- (5) A minimum 50-foot buffer and ten-foot improvement setback shall be required along all public rights-of-way.
- (6) A minimum six-foot high solid fence or wall shall be located on property lines or interior to the required buffers and improvement setbacks.
- (7) Limit hours of operation from 6:00 a.m. to 6:00 p.m., Monday through Saturday.
- (8) The owner shall provide the director of planning a current copy of all applicable permits from the state upon application for a land disturbance permit.
- (9) No portion of a new or expanded solid waste transfer station shall be located within a one-mile radius of the property lines of a residentially zoned or used property. An expanded solid waste transfer station shall not include any expanded use within the parcel boundaries of an existing site or location.
- (10) Transfer stations shall be sited and operated in accordance with state regulations 3891-3-4.06 Permit by Rule for Collection, Transportation, Processing, and Disposal, O.C.G.A § 12-8-20 Georgia Comprehensive Solid Waste Management Act, Fulton County Solid Waste Management Plan, and Waste Transfer Stations: A Manual for Decision-Making (EPA 530-R-02-002, June 2002).

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-237. Mobile food truck.

(a) *Allowable districts:* O-I, C-1, C-2, DTMU, M-1, M-2, P&O and accessory to institutional uses, such as a place of worship or a school, or for the benefit of charity such as tours of homes, show houses, and the like.

(b) *Standards.*

- (1) Mobile food trucks must meet all Fulton County Health Department regulations.
- (2) Mobile food trucks shall not conduct business or operate under this article in the public right-of-way.

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- (3) Mobile food trucks shall not conduct business or operate within 20 feet of fire lanes, fire hydrants or fire connections.
 - (4) The allowable dimensions of a mobile food truck (including all attachments, except hinged canopies that open to reveal food serving areas) shall be up to 30 feet long, 13 feet tall, and eight feet wide.
 - (5) The use permit shall be valid for a period of one-year after issuance and applicable to the approved site only.
 - (6) The hours of operation shall be between the hours of 7:00 a.m. to 8:00 p.m., Sunday through Thursday and between the hours of 7:00 a.m. to 10:00 p.m., Friday through Saturday.
 - (7) Mobile food trucks shall not operate on any private property without the prior, written consent of the property owner(s). The applicant shall provide a notarized permission statement of the property owner(s) as they appear on the current tax records of the City of Fairburn. If the current ownership has recently changed and does not match the city record, the applicant may provide a copy of the new deed as proof of ownership. A 24-hour contact number of the property owner(s) shall be provided along with permit application.
 - (8) All mobile food trucks shall be located a minimum of 200 feet from any eating establishment and 100 feet (as measured from the closest point of the vehicle to the building corner of the restaurant or store) from any retail store that sell food unless both the property owner(s) (as they appear on the current tax records of the City of Fairburn or if the current ownership has recently changed and does not match the record the applicant may provide a copy of the new deed as proof of ownership) and lease holder(s) of said eating establishment/retail store grant written notarized permission for the mobile food truck to be located closer than this minimum setback.
 - (9) No mobile food trucks shall be located within 250 feet of a residential structure.
 - (10) Tents and tarps are prohibited. All services shall be conducted from the mobile food truck.
 - (11) Any activity or structure shall maintain a minimum 20-foot setback from the right-of-way and not be located within a required landscape strip or buffer. Said activity or structure shall also maintain a minimum setback of ten feet from any internal drive or permitted curb cut.
 - (12) A minimum of six parking spaces shall be provided adjacent to the vending area for the exclusive use of the mobile food truck and shall not occupy the minimum required parking spaces for any other use on site.
 - (13) Mobile food trucks shall be required to park on paved surfaces.
 - (14) After hours parking of the mobile food truck shall comply with article IX, Off-street parking, loading, and landscaping requirements, of the Fairburn zoning ordinance.
 - (15) Two copies of a scale drawing, no larger in size than 11 inches by 17 inches, with dimensions (distances in feet) of the mobile food truck's location from the site's property lines and other minimum distance requirements as specified by this article shall be submitted to the department of planning and zoning for approval with the use permit application. Said drawing shall also depict north arrow, parking area, table/chair/canopy areas, queuing areas, and trash and recycling receptacles, as applicable, curb-cuts and traffic patterns.
 - (16) Mobile food trucks are responsible for the proper disposal of waste and trash associated with the operation. Mobile food trucks shall remove all generated waste and trash from their approved location at the end of each day or as needed to maintain the public health and safety. No liquid waste or grease is to be disposed of in tree pits, storm drains, sanitary sewers, onto the sidewalks, streets or other public or private space. A written waste management plan indicating plans for waste handling,

sanitation, litter collection/prevention, recycling, and daily cleanup procedures shall be submitted with the use permit application.

- (17) Mobile food trucks shall not emit sounds, outcry, speaker, amplifier or announcements.
- (18) Mobile food trucks shall maintain and display plainly all current city, Fulton County, State of Georgia, and federal licenses and shall follow all laws of the state and county health departments, or any other applicable laws.
- (19) Mobile food trucks conducting cooking operations shall obtain a fire inspection from the fire marshal or designee prior to operating its business.
- (20) The permit under which a mobile food truck is operating shall be firmly attached and visible on the food truck at all times.
- (21) Any condition of zoning or provision of the Fairburn zoning ordinance that prohibits a mobile food truck use on a property shall supersede this section.
- (22) Mobile food trucks and any accessory items shall not be left unattended or stored for any period of time on the permitted site when vending is not taking place or during restricted hours of operation.
- (23) No item(s) related to the operation of the mobile food truck shall be leaned against or hung from any building or any other structure, including but not limited to, lampposts, parking meters, mailboxes, traffic signal stations, fire hydrants, trees, tree boxes, benches, bus shelters or traffic barriers.
- (24) All items related to the operation of the mobile food truck shall be kept either on or in the mobile food truck. No such items shall be stored or placed upon any public space adjacent to the mobile food truck.
- (25) Mobile food trucks must have an adequate supply of fresh water (through the means of an on-truck freshwater tank) to maintain the operation of the food service in a safe and sanitary manner.
- (26) No equipment, vehicle, display or sales activity shall block access to a public facility such as a telephone booth, mailbox, parking meter, fire hydrant, fire alarm box, traffic control box, driveway or other access point.
- (27) Signs advertising the mobile food truck are prohibited, except for vehicle signs in compliance with the requirements set forth in article XII, Sign regulations, sections 80-426 through 80-438. Flyers, coupons, and paper handouts of any kind are also prohibited.
- (28) No temporary sanitary facility or trash receptacle may be located within 100 feet of a property line of a residential use.

(Ord. No. 2013-09, § 1(exh. A), 6-10-2013; Ord. No. 2013-21, § 1(Exh. A), 9-9-2013; Ord. of 10-28-2019(1))

Sec. 80-238. Massage therapy establishments.

(a) *Location standards:* No massage therapy establishment shall be located:

- (1) Within 2,000 feet of interstate highway right-of-way.
- (2) Within any zoning category other than general commercial (C-2), historic downtown commercial district and downtown commercial districts (DTMU) as defined in article II, division 2 of this chapter.
- (3) The measurement of distances for purposes of this section shall be from property line to property line along the shortest possible straight-line distance, regardless of any customary or common route or path of travel, i.e. "as the crow flies." The term "parcel of land" means any quantity of land capable of being described by location and boundary, designated and used or to be used as a unit.

(Ord. No. 2013-35, § 1, 12-9-2013; Ord. No. 2014-14, § 1, 6-9-2014; Ord. of 10-28-2019(1))

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(Supp. No. 23, Update 2)

Sec. 80-239. Truck terminals/truck stops.

- (a) *Allowable districts:* M-1, M-2.
- (b) *Standards:*
 - (1) The lot upon which the truck stop is located, including all structures and parking spaces, must be a minimum of five acres.
 - (2) No such use is allowed within 5,000 feet in any direction from an existing similar use.
 - (3) On-site security shall be provided by the owner or operator of the truck stop 24 hours a day, seven days a week.
 - (4) No long-term storage of trailers or trucks shall be allowed on the lot.
 - (5) No overnight or sleeping facilities shall be provided on the lot.

(Ord. of 10-28-2019(1))

Sec. 80-240. [Little free libraries.]

- (a) *Allowable districts.* All residential and commercial zoning districts.
- (b) *Standards.*
 - (1) Little free libraries are accessory structures for the purpose of storing books for exchange within neighborhoods and for the general public and promoting access to reading materials.
 - (2) Little free library structures shall not be located within or overhanging the right-of-way or easement.
 - (3) Little free library structures shall not obstruct vehicle, bicycle, or pedestrian traffic, either physically, or by a person utilizing the little free library.
 - (4) Little free library structures shall not obstruct access aisles or paths utilized by persons in wheelchairs or for ADA accessibility.
 - (5) Little free library structures may be placed as a permitted structure in a required front yard.
 - (6) Little free library structures shall be sized and arranged such that no person or child can physically enter.
 - (7) Little free libraries shall be anchored to the ground or otherwise securely attached to something having a permanent location on the ground.
 - (8) Signage associated with a little free library shall be limited to one unlighted sign no larger than two square feet, attached to the structure.
 - (9) Little free libraries shall not exceed eight cubic feet in size.

(Ord. No. 2024-02, § 1(Exh. A), 1-22-2024)

Sec. 80-241. Data centers.

- (a) *[Definition.]* [A] data center shall be defined as any building, structure, complex or group of buildings and/or structures, facility, or dedicated space within a building, structure, complex, or facility that houses information technology related infrastructure, including, but not limited to, computer systems, networks, servers, applications, appliances, services, and other associated components or facilities used for the remote

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(Supp. No. 23, Update 2)

storage, processing, or transmission of digital data associated with those computer systems, networks, servers, applications, appliances, services, and other associated components or facilities. Associated components and facilities may also include air handlers, water cooling towers, generators, fuel storage cells, storage facilities, utility substations, and any other associated utility infrastructure to support operations.

- (b) *[Allowable districts.]* Data centers may only be considered in the light and heavy industrial zoning districts with a use permit. The application for the installation or construction a data center, or for modifications to a lawfully existing data center beyond routine maintenance, shall follow the application procedures for use permits and any other procedures as may be required by this section for data centers, such as zoning map amendments, platting, or variances. In addition, the applicant shall provide the following:
- (1) Applicant name(s) and contact information. The applicant must also identify on the application, if different than the applicant, the owner of record of the property.
 - (2) A narrative describing the proposed project, including a description of how the project meets market demand, the estimated facility's processing capacity, and the facility's anticipated water and electricity needs.
 - (3) A study prepared by an acoustical engineer that describes the anticipated noise level of the facility and any proposed mitigation efforts such as sound walls, baffles, ventilation silencers, etc.
 - (4) A site plan, drawn to scale, showing the location and dimensions of all existing and proposed structures, screening, fencing, lighting, electrical connections, property lines, and roadway access.
 - (5) Four-sided elevations showing the building height, color and materials shall be provided.
 - (6) Boundary survey (sealed by a registered land surveyor).
 - (7) Letter of capability or commitment to serve water, sewer, and power.
 - (8) A map of the project area showing all single-family and multi-family dwellings, schools, places of worship or assembly, parks, and any other recreational amenities located within five miles of the exterior boundaries of the property where the data center will be located.
 - (9) At least one neighborhood meeting must be held to discuss proposed sound mitigation aspects of the project design prior to the first planning and zoning commission meeting. The neighborhood meeting must comply with standards and procedures outlined in section 80-474 and section 80-475.
 - (10) Before the first neighborhood meeting, a third-party acoustic engineer must conduct a sound study to measure noise level at any property line shared with residentially zoned or planned land, or shared with other "noise sensitive use," as determined by the city staff.
- (c) *Development standards.* A data center use shall be subject to the following:
- (1) *Building height.* All buildings, structures, and appurtenances on the property where the data center will be located shall be limited to 60 feet, unless approved by the fire marshal. The allowable height shall be measured as the vertical distance from the finished grade to the highest point of the structure.
 - (2) *Lights.* Exterior lighting shall be designed and constructed with fully shielded fixtures that direct light downward and into the interior of the property and away from adjacent roads and adjacent properties.
 - (3) *Parking.* Data centers must provide one space per 7,500 square feet of gross floor area.
 - (4) *Building facades.* Principal building facades that face adjacent public roads shall meet the following standards:
 - a. If located outside of the Highway 74 overlay district, 75 percent of each elevation facing a public roadway shall be brick, stone or accent material.
 - b. Principal facade requirements apply to all the front elevations of all building facades:

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1. Vary and articulate facades to avoid large monotonous walls. Walls that exceed a length of 250 feet shall be articulated through changes in the plane of the facade, installation of windows, recessed panels, trellis features, landscaping, wall articulation, arcades, or other features.
 2. City officials may consider the use of other textures, color, murals, building material changes, or other treatments.
 3. When a building has more than one principal facade, such principal building facades shall be consistent in terms of design, materials, details, and treatment.
- c. All equipment necessary for cooling, ventilating, or otherwise operating the facility must be contained within an enclosed building or be encompassed on three sides by an opaque barrier wall constructed of durable, non-weathering materials. This includes emergency power generators and other emergency power supply equipment. Barrier walls shall originate no higher than 18 inches above finished grade and shall extend at least 12 inches in height above the tallest mechanical equipment intended to be screened where the use is located. The barrier wall must be continuous and solid with no gaps, holes, or openings outside of the access gate or area. The access gate or area must not be visible from any public street or any common or open area. If [a] barrier wall is constructed of masonry materials, it must be painted a similar color to the principal structure.
 - d. Any other equipment located in a manner found to have no adverse impact on adjacent roads and adjacent property, as determined by the city staff, shall not be required to be screened.
- (5) [A] 40-foot heavy planted landscape buffer shall be required along public roadways. Use of natural topography and preservation of existing vegetation, supplemented by new vegetation, if needed, may be substituted for the above requirements when found by [the] director to provide screening at the appropriate density, depth and height. The landscape shall be maintained for the life of the project.
- (6) Separation from sensitive properties.
- a. No data center building or appurtenance shall be located within 100 feet of a collector or local roadway. The mayor and city council may consider sites which intersect with an arterial or higher classification roadway.
 - b. Site line studies shall be provided to confirm screening of equipment from adjacent roads and properties.
 - c. Noise testing shall be required prior to issuance of a certificate of occupancy to ensure compliance with the noise ordinance. The data center must be designed and built with noise mitigation such that noise levels at the property line during operation do not exceed those of the baseline study completed prior to construction of the first building. The data center operator must submit an annual third-party noise study to the city every year for the first seven years of operation. This study must demonstrate no increase in property line noise levels out of compliance with the city ordinance.
 - d. Use and testing of backup generators (outside emergency use during outages) is limited to 9:00 a.m. to 5:00 p.m., and prior notification must be provided to the city and posted on a public website announcing the time the generators will be in operation. Notice is required at least 48 hours prior to use or testing.

(Ord. No. 2024-08, § 1(Exh. A), 3-25-2024)

Sec. 80-242. Reserved.

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(Supp. No. 23, Update 2)

ARTICLE V. NONCONFORMING LOTS, USES, AND STRUCTURES⁴

Sec. 80-243. Nonconforming lots, uses, and structures.

Within the zoning districts established by this article there may exist lots, structures, and uses of both land and structures which were lawful before the ordinance from which this section is derived was adopted or subsequently amended, but which would be prohibited, regulated, or restricted under the terms of this article as adopted or subsequently amended. It is the intent of this article to permit these nonconformities to continue until they are removed, but not to encourage their survival. It is further the intent of this article that nonconformities shall not be enlarged upon, extended or expanded, nor be used as grounds for adding other structures or uses prohibited in the same district.

Nonconforming lots, uses, and structures may continue in their nonconforming status with the following limitations and/or requirements:

- (1) *Nonconforming lot.* A single, lawful lot-of-record which does not meet the requirements of this article for area or dimensions, or both, may be used for the buildings and accessory buildings necessary to carry out permitted uses subject to the following provisions:
 - a. Parking space requirements as provided for in article IX are met; and
 - b. Such lot does not adjoin another vacant lot(s) or portion of a lot in the same ownership.
 - c. If two or more adjoining lots or portions of lots in single ownership do not meet the requirements established for lot width, frontage or area, the property involved shall be treated as one lot, and no portion of said lot shall be used or sold in a manner which diminishes compliance with this article.
 - d. In any district in which single-family dwellings are permitted, a single-family dwelling and customary accessory buildings may be erected on any single lot of record at the effective date of adoption or amendment of the ordinance from which this article is derived, notwithstanding limitations imposed by other provisions of this chapter only so long as it is used for a single-family residence. Such lot must be in separate ownership and not of continuous frontage with other lots in the same ownership. This provision shall apply even though such lot fails to meet the requirements for area or width, or both, that are generally applicable in the district, provided that yard dimensions and requirements other than those applying to area or width, or both, of the lot shall conform to the regulations for the district in which such lot is located. Variance of yard requirements shall be obtained only through the action of the planning and zoning commission.
- (2) *Nonconforming uses of land.* When a use of land is nonconforming pursuant to the provisions of this article, such use may continue as long as it remains otherwise lawful and complies with the following provisions:

⁴Editor's note(s)—Ord. No. 2012-04, § 1, adopted June 11, 2012, repealed ch. 80, art. V, §§ 80-196—80-204 and added § 80-243. Former ch. 80, art. V, pertained to nonconforming uses and was derived from Ord. No. 2008-10Z, Exh. A, §§ 7.01—7.09, adopted August 25, 2008.

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- a. No nonconforming use shall be enlarged, increased or extended to occupy a greater area of land than that which was occupied at the time the use became nonconforming;
 - b. No nonconforming use shall be moved in whole or in part to any other portion of the lot not occupied by such use at the time the use became nonconforming; and
 - c. If any nonconforming use of land ceases for a period of six months or more, any subsequent use of such land shall comply with this article.
- (3) *Nonconforming use of structures.* If a lawful use of structure, or of a structure and lot in combination, exists at the effective date of adoption of the ordinance from which this section is derived or its subsequent amendment that would not be allowed under provisions of this article as adopted or amended, to avoid undue hardship, the lawful but nonconforming use may be continued so long as it complies with other regulations, subject to the following conditions:
- a. Such nonconforming use:
 - 1. Shall not be changed to another nonconforming use.
 - 2. Shall not be reestablished after its removal from the property or its discontinuance for one year or more, or unless the premises are under a continuing lease but are unoccupied by the nonconforming use, regardless of the intent of the owner or occupier to resume the nonconforming use.
 - 3. Shall not be extended to occupy a greater area of land.
 - 4. Shall not be extended to occupy a greater area of a building or structure unless such additional area of the building or structure existed at the time of the passage or amendment of the ordinance from which this section is derived and was clearly designed to house the same use as the nonconforming use occupying the other portion of the building or structure.
 - b. If an existing use was lawfully established in a zoning district that is subsequently amended to require a use permit approval for such use, pursuant to article IV administrative permits and use permits, the existing use shall not be subject to the provisions of this subsection.
 - c. Any intended but not yet existing nonconforming use for which a vested right was acquired prior to the adoption of the ordinance from which this section is derived or the adoption of an amendment to it shall be prohibited unless such intended nonconforming use for which a vested right was acquired is actually commenced within one-year of the adoption of the ordinance from which this section is derived or the adoption of an amendment to it, regardless of the intent or expectation to commence or abandon such nonconforming use.
- (4) *Nonconforming structures.* When a lawful structure exists on the effective date of adoption or amendment of the ordinance from which this section is derived or its amendments that could not be built under the terms of this article because of restrictions on building area, lot coverage, height, yards, or other characteristics of the structure or its location on the lot, such structure may continue and remain as long as it complies with all other zoning regulations, subject to the following conditions:
- a. No structure may be enlarged or altered in a way which increases its nonconformity; but any structure or portion may be altered to decrease its nonconformity.
 - b. Any structure which is moved, for any reason and for any distance whatever, shall conform to the regulations for the district in which it is located.
 - c. Destruction by any means of more than 50 percent of the appraised valuation of the structure shall require that the structure be reconstructed in conformity with the provisions of this article. The "appraised valuation" is the value of the structure prior to such destruction or damage

having occurred and shall be the appraised value established by the county tax assessor. The city administrator or the designee may approve requests for alterations, including enlargements and expansions, if the proposed alteration or expansion decreases the extent of nonconformity.

- d. Destruction by any means of 50 percent or less of the appraised valuation of the structure shall not require that the structure be reconstructed in conformity with the provisions of this article. However, if a building permit to reconstruct the structure is not obtained within 12 months from its destruction, the structure shall be reconstructed in conformity with the provisions of this article.
 - e. Accessory structures. Nonconforming, accessory structures shall be subject to the same provisions as govern the primary structure to which they are an accessory.
 - f. Telecommunications facilities.
 - 1. All telecommunication facilities existing on the effective date of the ordinance from which this section is derived shall be allowed to continue to be used as they presently exist.
 - 2. Routine maintenance (including modifications to accommodate the co-location of an additional user or users) shall be permitted on existing telecommunication facilities.
 - 3. Replacement of antennas on a structure with different antennas shall be considered routine maintenance so long as the replacement antenna(s) does not increase the height of any existing structure.
- (5) *Rezoning which results in nonconforming structures.* When a property containing lawful structures is rezoned, the following shall apply:
- a. The approval of the rezoning by the city council shall automatically adjust minimum/maximum yards to the extent necessary for existing structures to comply.
 - b. All new construction, expansions, or additions shall comply with the minimum yard requirements of the new district.
 - c. Buffers and landscape areas shall be established by conditions of zoning which shall have precedence over the district standards contained in chapter 74.
 - d. Destruction or removal of buildings which preexisted rezoning shall reinstate the development standards of the then applicable district provisions of this section.
- (6) *Exemptions due to state or city action.* Whenever a lot becomes nonconforming as a result of land acquisition by the city or state, building permits shall be granted for new construction provided the proposed structure complies with all but lot area requirements, and setback requirements shall be reduced without requirement for a variance to the extent of the width of the acquired property. Whenever a structure becomes nonconforming as a result of city or state action other than an amendment to this article, the use of the structure may continue and the structure may be replaced as though no nonconformity exists if, subsequent to such action, the structure is destroyed.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. No. 2024-07, § 1(Exh. A), 1-22-2024)

ARTICLE VI. APPEALS⁵

Sec. 80-244. Purpose.

The purpose of this article is to establish procedures for appealing the strict application of regulations and conditions contained herein and conditions of zoning when those regulations impose a hardship on the development of the property, and to provide for interpretation of the text of this article and the official zoning map. Appeals are authorized herein to be considered by various bodies and individuals depending on the type of appeal and its relationship to applications for use permits or rezonings.

Variances apply to the development standards and district standards per this chapter. Modifications apply to the approved conditions of zoning or use permits.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012)

Sec. 80-245. Decision making authority.

The following are the powers and jurisdictions of the various decision makers and administrative bodies.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012)

Sec. 80-246. City council.

The city council shall have the following powers and duties under the provisions of this section:

- (1) To hear and decide applications for re-zonings, use permits, and modifications pursuant to article VI.
- (2) To hear and decide applications for concurrent variances in conjunction with applications for rezonings, use permits, and/or zoning modifications pursuant to article VI.
- (3) To initiate a modification of approved zoning conditions.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012)

Sec. 80-247. Planning and zoning commission.

The planning and zoning commission shall have the following powers and duties under the provisions of this section:

- (1) To hear and decide appeals from the interpretation of any of the provisions of this section by the director of planning in accordance with section 80-248;

⁵Editor's note(s)—Ord. No. 2012-04, § 1, adopted June 11, 2012, repealed ch. 80, art. VI, §§ 80-232—80-236 and added a new ch. 80, art. VI, §§ 80-244—80-278. Former ch. 80, art. VI, pertained to appeals, exceptions, and variances and was derived from Ord. No. 2008-10Z, Exh. A, §§ 8.01—8-05, adopted August 25, 2008.

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- (2) To hear and decide appeals when it is alleged that there is an error in any order, requirement, decision, or determination made by the director of planning in the enforcement of this article.
 - (3) To hear and decide appeals from a permitting or procedural decision of the director of planning regarding minor or administrative variance requests.
 - (4) To hear and recommend approval or denial of re-zonings, use permits pursuant to article VI.
 - (5) To hear and defer an application for re-zonings, and use permits pursuant to article VI.
 - (6) Other duties as outlined in this chapter.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1); Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Sec. 80-248. Director of planning.

The director of planning shall have the following jurisdiction, powers and duties under the provisions of this section:

- (1) To determine the type of appeal application or land use process the property owner/agent is required to apply for.
- (2) To consider and decide on minor variances to minimum yard requirements, not to exceed ten percent of such requirement, as long as property owners with standing do not object.
- (3) To consider and decide on administrative minor variances of no more than one foot.
- (4) To consider and decide on administrative variances.
- (5) To consider and decide on administrative modifications to conditions of zoning.
- (6) To interpret the provisions of the zoning ordinance related to the following:
 - a. Inconsistent, vague or obscure language;
 - b. Provisions which are in conflict or are confusing; and
 - c. Conflicting or redundant procedural requirements; and
- (7) To establish procedural requirements for review of appeal applications.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-249. Limitation on authority.

The authority and jurisdiction of boards and individuals as provided herein shall be limited as outlined in the following. In exercising this jurisdiction, each hearing board or individual shall have authority to determine whether it has jurisdiction.

- (1) There shall be no variances to permitted uses or accessory uses as specified in the zoning district regulations, administrative/use permit or zoning conditions.
- (2) There shall be no variances to the minimum lot frontage on a street as required in designated zoning districts of the zoning ordinance.
- (3) There shall be no modification to increase the density or change the use approved under the rezoning case except to allow for the development of a planned development.

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- (4) There shall be no modification to revise a site plan that, as determined by the director of planning, results in a significant change in the approved concept. Such a site plan revision shall require rezoning pursuant to article VIII.

- (5) There shall be no relief or variance from the standards of article VI or article VIII.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-250. Variances.

A variance is a request for relief from the provisions of this chapter. There are four types of variance applications. The type of variance necessary shall be determined by the director of planning. The different types of appeals are listed below and described in the following sections:

- (1) Primary variance.
- (2) Minor variance/administrative minor variance.
- (3) Secondary variance/interpretation.
- (4) Concurrent variance.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-251. Variance considerations.

Variances may be considered in all districts. Primary variances and concurrent variances shall only be granted upon showing that:

- (1) Relief, if granted, would be in harmony with, or, could be made to be in harmony with, the general purpose and intent of this chapter; or
- (2) The application of the particular provision of this chapter to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its lot size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public; or
- (3) Conditions resulting from existing foliage or structures bring about a hardship whereby a sign meeting minimum letter size, square footage and height requirements cannot be read from an adjoining public road.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-252. Administrative minor variance.

The director of planning may grant an administrative minor variance up to one foot from any minimum yard requirement.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-253. Minor variance.

The director of planning may grant minor variances to minimum yard requirements, not to exceed ten percent of such requirement, as long as no objection has been submitted in writing to the director of planning. The

applicant must notify the immediately adjacent property owners via e-mail and/or certified mail. Staff must be copied on all email notifications. An appeal to a minor variance decision must be filed as a secondary variance request.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-254. Primary variance.

A request for a variance from any zoning ordinance provision that is not being handled as a minor, administrative minor or concurrent variance and shall be heard and decided by the planning and zoning commission in accordance with article VI.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012)

Sec. 80-255. Secondary variance/interpretation.

The planning and zoning commission shall consider appeals of administrative variance decisions and interpretations made by the director of planning authorized to grant a variance request or interpretation. This type of appeal is considered a secondary variance.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1); Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Sec. 80-256. Concurrent variances.

The city council may consider a concurrent variance from any standards of this chapter which shall be filed simultaneously with rezoning, use permit, or zoning modification requests on the same property based on the conceptual plan submitted with the petition for the same agenda. The planning and zoning commission shall also hear and make recommendations on concurrent variances filed with rezonings or use permit applications. The city council shall consider such concurrent variance requests in accordance with the standards set forth in section 80-251. Public notification shall be in accordance with sections 80-273 and 80-291.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Sec. 80-257. Limitations on concurrent variances.

- (a) The city council may only consider variance requests as part of, or in conjunction with, a rezoning, use permit, or modification application.
- (b) If an application for a variance to the planning and zoning commission duplicates a concurrent variance request denied by the city council, such an application shall not be accepted by the director of planning prior to the expiration of six months from the date of the city council's denial of the concurrent variance request. A variance request to the planning and zoning commission cannot be considered simultaneously with the same concurrent variance request pending before the city council.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1); Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Sec. 80-258. Application for concurrent variances.

Applications for a concurrent variance shall be submitted to the director of planning in accordance with the advertised filing deadlines for the city council meetings. A regular variance fee shall be charged, and the application shall comply with all advertising and notification requirements specified in article VIII, amendments to

zoning code and map. One notice sign may serve for both the rezoning, use permit, zoning modification, and concurrent variance request as long as the sign is marked to indicate all actions which are pending.

The variance case file number shall be included on the rezoning petition.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1); Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Sec. 80-259. Modifications.

A modification is a request for relief from the conditions of zoning or use permit when a site development proposal does not comply with approved conditions. There are two different types of modifications which are listed below and described in the following sections:

- (1) Administrative modification;
- (2) Zoning modification.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012)

Sec. 80-260. Application for modification.

A request to modify a condition of zoning or use permit may be initiated by the property owner, the planning and zoning commission, or the city council. Applications shall be submitted to the director of planning in accordance with the deadline schedule adopted by the city council. A modification application shall include a legal description of the property for which the modification is requested and a written explanation of the circumstances upon which the requested change of condition is based including the reason why development or use of the property, as approved, cannot be accomplished without the modification of a condition. Applicants shall submit a revised site plan illustrating the requested modification. The type of modification necessary is determined by the director of planning.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1); Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Sec. 80-261. Administrative modification.

An administrative modification application may be filed if the director of planning determines that the modification request is not prohibited by section 80-249, limitation on authority and, will constitute only a technical change and does not involve significant public interest, or public interest has been addressed by letters expressing no objections from property owner(s) with standing and/or neighborhood associations. The director of planning shall review and approve administrative modifications.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-262. Appeal of an administrative modification decision.

If an applicant wishes to appeal the decision of the director of planning regarding an administrative modification, or if it is determined by the director of planning that a request will involve a matter of public interest, the applicant must file a separate application requesting a zoning modification on forms available from the director of planning. These shall be processed as secondary variances/interpretations in accordance with this article.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1); Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Sec. 80-263. Zoning modification.

A zoning modification application shall be filed if an approved zoning condition cannot be met and it is determined by the director that the application involves significant public interest and is in compliance with section 80-249, limitation on authority. The zoning modification request shall be presented to the city council for consideration in a public hearing.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012)

Sec. 80-264. General procedures.

This section contains basic steps common to all variances and modifications.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012)

Sec. 80-265. Applications.

All applications for variances, interpretations, and modifications shall be filed with the director of planning on forms available in the department. The type of application process necessary to accomplish the change requested by the applicant shall be determined by the director of planning. The zoning administrator shall transmit the petition and all documents constituting the record to the appropriate hearing body or individual.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1); Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Sec. 80-266. Standing.

Standing refers to a party or parties allowed to initiate a request for variances or modifications which are limited to the following:

- (1) *Modification petition.* A request for a modification may be initiated by the property owner or its agent, the planning commission or the city council;
- (2) *Variance petition.* A request for a variance may be initiated by the property owner of subject property or its agent;
- (3) *Secondary variance petition.* A request for a secondary variance appeal may be initiated by the property owner of the subject property or its agent, or the owner of other real property within 300 feet of the boundaries of the subject property; and
- (4) *Interpretation petition.* A request for an interpretation of a decision of the director of planning may be requested by any individual.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-267. Filing deadlines.

- (a) Applications for variances, interpretations and modifications shall be submitted in accordance with the advertised filing deadlines, depending on the type of petition in accordance with section 80-273.
- (b) Concurrent variance applications shall be filed in accordance with the filing deadline for the parent petition of either a use permit, rezoning, or zoning modification request in accordance with article VI.

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- (c) The director of planning has the discretion to extend the filing deadline by two days for all applications except administrative minor and minor variance applications. A letter from the applicant explaining the delay in filing shall be submitted prior to the close of the filing deadline.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-268. Withdrawal of application.

- (a) An application may be withdrawn by the applicant in writing at any time before the public hearing notice advertisement is published and/or the notice of the hearing is posted on the property.
- (b) Applications which do not require a public hearing may be withdrawn at any time before notification of a decision is mailed.
- (c) Once the public hearing has been properly advertised, the request for withdrawal of the application must be placed on the public hearing agenda and the appropriate decision-making body shall act on the withdrawal request.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012)

Sec. 80-269. Fees.

At the time of application, applicants shall pay fees as established by the city council. Fees paid are not refundable except where the zoning administrator determines that an application was accepted in error, or the fee paid exceeded the amount due, in which case the amount of the overpayment will be refunded to the applicant.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012)

Sec. 80-270. Legal action stayed.

The filing of an appeal authorized by this article shall operate as a stay of any enforcement proceedings by the city until final decision on the appeal. No city council or planning and zoning commission action shall be taken on any property which is the subject of any litigation pending in state or federal court wherein the city or its agents or officials are parties.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012)

Sec. 80-271. Public hearing.

A public hearing shall be conducted by the stated hearing body of each appeal application before taking action thereon except those authorized to be considered administratively. The schedule of public hearings and deadlines for the filing of an appeal shall be established by the city council.

Public hearings are not required for administrative variances, minor variances, administrative minor variances and administrative modifications; however, notification in accordance with subsection 80-273(b) is required.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012)

Sec. 80-272. Evaluations and reports.

The hearing body shall have before it, at the time of hearing, a report from the director of planning which shall summarize the hardship or justification reported by the applicant as related to the application and background information for variances, modifications, and interpretations, and any other information requested by the hearing body. The hearing body shall, hear, analyze, consider, and make a written report of its decision in accordance with section 80-275, notice of decisions.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-273. Public notification.

(a) For those applications requiring a public hearing (only a hearing before the body that renders final decisions on primary variances, secondary variances, concurrent variances, and zoning modifications is required; recommending bodies do not require public hearings), the director of planning shall:

- (1) Publish notice of the public hearing in a newspaper of general circulation at least 30 days, but no more than 45 days, prior to the public hearing at which an application will be heard. The published notice shall contain the time, place, and purpose of the hearing and the location of the property, if applicable (secondary variances may not always be property-specific). Additionally, notice of the public hearing shall be sent to the owner of the property that is the subject of the proposed action at least 30 days prior to the hearing date by regular mail. Re-notification is not required when a petition is deferred by the city council or the planning and zoning commission.
- (2) The applicant or agent shall post a sign as issued by the planning and zoning department in a conspicuous location on each public street frontage of the subject site, at least 30 days, but not more than 45 days, prior to the public hearing at which an application will be heard.

The sign shall be mounted and posted as specified by the planning and zoning department. Property that is not posted on the 30th day before the scheduled hearing date will be administratively removed from the agenda. The sign will remain posted on-site until final action by the appropriate hearing body is taken.

When a petition advertised for a public hearing is deferred, an updated sign is not required.

The posted sign shall contain the date, time, place, and purpose of the hearing.

For zoning modifications, all notices shall contain all of the items listed in the previous sentence, the location of the property, the current and proposed zoning districts (if applicable), the zoning and/or use permit case number to be modified and the condition number(s) to be modified.

The posting of a sign is not required when a secondary variance is not requested by the property owner or owner's representative.

- (3) Notice of the public hearing shall be postmarked 30 days prior to the hearing date and shall be given by regular mail to all property owners within 1,000 feet of the boundaries of the property who appear on the current tax records of the city as retrieved by the city's geographic information system. When a petition advertised for a public hearing is deferred, updated mailed notices are not required.

The mailing of public notices is not required when a secondary variance is sought by an individual other than the property owner.

- (4) Additional notice. Mailed notice shall be made via USPS at least 15 days, but not more than 45 days, before the date of the public hearing to the following:

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- a. Owner(s) of record on the current tax records of the city as retrieved by the city's geographic information system;
 - b. The appellant (for appeals); and
 - c. The original applicant (for appeals, if the appellant was not the original applicant).
- (b) For those applications not requiring a public hearing, notification shall be provided as follows:
- (1) *Administrative variance.* The owners of property adjacent and contiguous across the right-of-way of the subject site shall be notified via a letter of notification.
 - (2) *Minor variance.* The owners of property adjacent and contiguous across the right-of-way of the subject site shall be notified via a letter of notification.
 - (3) *Administrative modification.* The director of planning shall determine what notification, if any, is reasonable on a case by case basis.
 - (4) *Administrative minor variance.* No written notification.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1); Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Sec. 80-274. Planning and zoning commission decision on secondary variances/interpretations.

The planning and zoning commission may take the following actions pursuant to a secondary variance and/or an interpretation appeal:

- (1) Affirm an order, requirement, or decision, wholly or partly.
- (2) Reverse an order, requirement, or decision, wholly or partly.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012)

Sec. 80-275. Notice of decisions.

Written notice of all decisions shall be placed in the official case file and a letter shall be forwarded to the applicant by regular mail within ten working days from the date of the decision by the following authority:

- (1) The director of planning shall provide written notification of the planning and zoning commission's decisions;
- (2) The director of planning shall, with respect to minor variances, administrative variances, and administrative modifications provide written notification of such decisions. The approval of a building permit shall constitute notice of approval for an administrative minor variance; and
- (3) The clerk to the city council shall, with respect to zoning modifications and concurrent variances, provide written notification of the city council's decisions.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-276. Reconsideration of denied application.

If a variance or modification application is denied by an authorized department director, city council, or the planning and zoning commission, an application for the same variance or modification item shall not be considered until:

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- (1) At least six months has elapsed from the date of the decision; or
 - (2) New information pertinent to the subject, not previously considered, is submitted by the petitioner and the six-month period is exhausted; or
 - (3) If an application is denied by the director of planning, the applicant may appeal the decision to the appropriate hearing body depending on the type of petition.

This provision is not intended to supersede provisions of article VIII and/or article IV as related to decisions regarding rezonings and/or use permits.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1); Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Sec. 80-277. Time limitation on appeals to superior court.

- (a) The decision of the planning and zoning commission to grant or deny variances is a final decision; therefore, any appeal of such a decision shall be pursued by application for petition for review filed with the superior court of the county within 30 days of the date of the decision in accordance with O.C.G.A. § 36-66-1 et seq. and as provided for in O.C.G.A. ch. 4, tit. 5.
- (b) Appeals of decisions (secondary variances/interpretation) of the director of planning, or the director of public works shall be brought within 30 days from the date of the decision to the planning and zoning commission.
- (c) Authority to accept service. The planning and zoning director shall be authorized, without additional board or agency action, to accept service and/or to approve or issue any form or certificate necessary to perfect the petition described in the Georgia Zoning Procedures Law, O.C.G.A. § 36-66-1 et seq., for review of lower judicatory bodies and upon whom service of such petition may be effected or accepted on behalf of the lower judicatory board or agency, during normal business hours, at the City of Fairburn City Hall.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1); Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Sec. 80-278. Expiration of variance.

If not used, a variance shall be valid only for a period of 36 months from the date it is granted. Extensions may be sought under the provisions of article VIII, amendments to zoning code and map.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012)

ARTICLE VII. PLANNING AND ZONING COMMISSION⁶

Sec. 80-279. Established; duties.

Pursuant to the constitution and laws of the state, the city council established a planning and zoning commission. The duly appointed planning and zoning commission shall carry out all of the duties imposed upon it by the laws of the state of and by ordinances of the city.

⁶Editor's note(s)—Ord. No. 2012-04, § 1, adopted June 11, 2012, repealed ch. 80, art. VII, §§ 80-266—80-271 and added a new ch. 80, art. VII, §§ 80-266—80-294. Former ch. 80, art. VI, pertained to similar material and was derived from Ord. No. 2008-10Z, Exh. A, §§ 11.01—11.06, adopted August 25, 2008.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012)

Sec. 80-280. Composition and design of planning and zoning commission.

- (a) *Members.* The planning and zoning commission shall be composed of seven members, who are residents of the city. The city mayor shall nominate members to council who shall approve said nominees by a majority vote.
- (b) *Terms.* The term of office of the members of the planning and zoning commission shall be four years or until their successors are appointed. The four-year terms shall be staggered.
- (c) *Vacancies.* Resignations from the planning and zoning commission must be submitted in writing to the secretary of the planning and zoning commission. The city mayor and council, upon receiving the written basis and after a public meeting, shall remove members of the planning and zoning commission for just cause, including, but not limited to:
 - (1) Failure to attend three consecutive, regular voting meetings of the planning and zoning commission;
 - (2) Failure to maintain permanent residence within the jurisdiction of the city; or
 - (3) Violation of planning and zoning commission bylaws or rules of procedure.

Vacancies caused by resignation or for other reasons shall be filled for the unexpired term in the same manner as for a full term.

- (d) *Eligibility.* Members of the planning and zoning commission must be residents of the city. Members may not be employed by the city. Members of the planning and zoning commission may not serve as elected officials of the city. Appointments to the planning and zoning commission shall be made from all segments of the community without permitting any special interest group to gain control of the commission.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1); Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Sec. 80-281. Officers; rules of procedures and bylaws; records.

Elections for officers will occur at the planning and zoning commission's first regular voting meeting of the city's fiscal year.

- (1) *Chair.* The planning and zoning commission shall elect one of its members as chair, who will serve for one year or until a successor is elected. The chair shall direct the secretary to prepare the agenda for each meeting.
- (2) *Vice chair.* The planning and zoning commission shall elect one of its members as vice chair, who will serve for one year or until a successor is elected. The vice chair shall serve as acting chair of the planning and zoning commission in the absence of the chair. Upon the resignation or disqualification of the chair, the vice chair shall assume the position of chair for the remainder of the unexpired term.
- (3) If neither the chair nor the vice chair is present for a meeting, then the planning and zoning commission shall elect on the record at such meeting, a member who is present to serve as temporary acting chair for that meeting only.
- (4) *Secretary.* The director of planning or lawful designee shall serve as the planning and zoning commission's secretary. The secretary shall keep minutes of proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact; and shall keep records of evidence, examination and official actions, all of which shall be filed and shall be a public record.

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(Supp. No. 23, Update 2)

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- (5) The planning and zoning commission shall make its own bylaws and rules of procedure and shall determine its time of meeting. All meetings of the planning and zoning commission at which official action shall be taken shall be open to the public and all records of the planning and zoning commission shall be public records and shall be kept in the custody of the city clerk.
 - (6) The planning and zoning commission shall hold one public hearing prior to making a decision for any petition for which they have authority to take final action. For all other decisions which result in a recommendation to the mayor and city council, only a public meeting is required at the planning and zoning commission meeting. The public hearing required by O.C.G.A. § 36-66-1 et seq. for those petitions shall be held at a mayor and city council meeting.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1); Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Sec. 80-282. Quorum.

To constitute a quorum for the transaction of business, there shall be required to be present at any meeting of the planning and zoning commission at least four members.

Decisions of the planning and zoning commission. The decisions of the planning and zoning commission shall be by majority vote of the members present and voting, a quorum being present. In the event of a member's abstention based on a conflict of interest or other disqualification, the abstention shall count as if that member were absent and the number of persons necessary for a majority shall be reduced accordingly without affecting the quorum. The chair of the planning and zoning commission will vote only in the instance of a tie vote. Recommendations to the mayor and council shall be for the approval, approval with conditions, or denial of an application. Final decisions on applications or matters before the planning and zoning commission, such as appeals heard by the planning and zoning commission, shall be approved, approved with conditions, tabled, or denied.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012)

Sec. 80-283. Procedures of meetings.

- (a) Meetings of the planning and zoning commission shall be held at the call of the chair and at such other times as the planning and zoning commission may determine. All meetings of the planning and zoning commission shall be open to the public. However, members of the public shall not address the planning and zoning commission until invited to do so by the chair. Regular meetings of the planning and zoning commission shall be held monthly. Called meetings may be held, as needed, following provisions in the bylaws section: V(B).
- (b) The regular planning and zoning commission meeting schedule is as follows, unless otherwise announced:

Date	1st Tuesday of each month
Time	7:00 p.m.
Location	City Hall

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012)

Sec. 80-284. Maintenance of land use map.

The planning and zoning commission shall maintain in current condition a future land use map which shall be updated every five years and submitted to the city council at a specially called meeting for its consideration.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012)

Sec. 80-285. Transmittal of commission results to mayor and council.

Every recommendation of the planning and zoning commission to the mayor and council of the city shall be transmitted to the mayor and council, along with a complete file related to such action, in time for the next regularly scheduled meeting of the mayor and council.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012)

Sec. 80-286. Director of planning and zoning to attend meetings.

It shall be the duty of the director of planning and zoning director to attend, or have representatives from their offices to attend, all meetings of the planning and zoning commission.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1); Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Editor's note(s)—Ord. No. 2023-12, § 1(Exh. A), adopted July 24, 2023, amended the title of § 80-286 to read as herein set out. The former § 80-286 title pertained to director of planning and zoning to attend meetings.

Sec. 80-287. Planning and zoning commission powers and duties.

The planning and zoning commission shall have the following powers and duties in the administration of this chapter.

- (1) *Review and recommendation on proposed zoning amendments.* To review all proposed amendments to the zoning ordinance text or map, and to make recommendations thereon to city council.
- (2) *Administrative review.* To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by the director of planning in the enforcement of this chapter. Requests for administrative review shall be filed in writing and transmitted to the planning and zoning commission on forms and in the manner provided by the director of planning.
- (3) *Variances.* To hear and decide applications for primary variance requests.
- (4) *Variances.* To authorize upon appeal in specific cases such variances from the terms of this chapter as will not be contrary to the public interest where, owing to special conditions, fully demonstrated on the basis of facts presented by the appellant, that literal enforcement of the provisions of the regulations will result in great practical difficulties or unnecessary hardship provided that the spirit of the this chapter shall be observed, the rights and interests of other property owners or tenants are protected, public safety and welfare are secured, and substantial justice is done. Such variances may be granted in individual cases of great practical difficulties or unnecessary hardship only upon a specific finding, of the planning and zoning commission of at least one of the following conditions exists:
 - a. Relief, if granted, would be in harmony with, or, could be made to be in harmony with, the general purpose and intent of this chapter; or
 - b. The application of the particular provision of this chapter to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape or topography, would create an unnecessary hardship for the owner while causing no detriment to the public; or
 - c. Conditions resulting from existing foliage or structures bring about a hardship whereby a sign meeting minimum letter size, square footage and height requirements cannot be read from an adjoining public road.

Applications for variances shall be submitted in accordance with the advertised filing deadlines, depending in accordance with subsection 80-269(4).

- (5) *Reconsideration of denied or rejected variance application.* Any application for variance request may not be reconsidered for a period of 12 months after it has been rejected or denied by the planning and zoning commission, unless by court order or pursuant to a settlement of litigation approved by the city council.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-288. Action on requests for administrative review and variances.

Powers and duties.

- (1) In exercising its powers, the planning and zoning commission, in conformity with the provisions of this article may reverse or affirm, wholly or in part, or may modify the order, requirements, decisions or determination of the director of planning and may issue, or direct the issuance of a permit.
- (2) Application or appeal to the planning and zoning commission for relief may be made by any person aggrieved by any decision of the director of planning or other city official, based on this article;
 - a. Every appeal for administrative review, use permit, or variance shall be filed on forms and in the manner prescribed by the director of planning within 30 days of the decision or determination by the director of planning or other city official that provides the basis for such appeal.
 - b. An application form, provided by the director of planning and completed by the applicant, together with all papers constituting the record upon which the action appealed from was taken shall forthwith be transmitted via the director of planning and the planning and zoning commission.
 - c. All requests for administrative review or for variances shall be accompanied by other information required by this chapter, plus a written legal description of the land area which is the subject of the proposed administrative review, use permit or variance, and a current boundary survey of the land area made by a registered land surveyor as specified in and in conformity with the provisions of article VI.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1); Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Sec. 80-289. Owner's authorization.

Every application for administrative review or variance shall be accompanied by authorization by the owner for the application to be made by the applicant.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Sec. 80-290. Fee for administrative reviews, use permits and variance applications.

When an appeal for an administrative review or an application for a use permit or for a variance is made, the appellant or applicant shall pay a fee to the city to cover and defray administrative and processing costs. The amount of such fee shall be as set forth in the fee schedule available in the planning and zoning department.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012)

Sec. 80-291. Public hearings on appeals.

The planning and zoning commission shall fix a reasonable time for holding public hearings on applications, appeals or other matters referred to it and give at least 30 days', but no more than 45 days', public notice thereof in a newspaper of general circulation, and decide same within a reasonable time frame. Upon a hearing, any party may appear in person, by agent, or by attorney. Additionally, notice of the public hearing shall be sent to the owner of the property that is the subject of the proposed action at least 30 days prior to the hearing date by regular mail. The dates of such hearings shall be set forth in the hearing schedule available in the planning and zoning department.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Sec. 80-292. Stay of proceedings.

An application or appeal for relief filed with the planning and zoning commission stays all legal proceedings in furtherance of the action appealed from, unless the director of planning certifies to the planning and zoning commission after the notice of appeals shall have been filed with him or her that, by reason of facts stated in the certificate, a stay would, in his or her opinion, cause imminent peril to life and property. In such case, proceedings shall not be stayed otherwise than by restraining order which may be granted by planning and zoning commission or by court of record on application, on notice to the official from whom the appeal is taken and on due cause shown.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-293. Explanation of decisions.

On all appeals, applications and other matters brought before it, the planning and zoning commission shall inform all the parties involved of its decision and the reasons, therefore.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-294. Appeals.

- (a) Authority to file. Any person aggrieved by a final decision may seek review in accordance with the appeals proceedings in O.C.G.A. § 36-66-1 et seq.
- (b) A person is considered aggrieved for purposes of this section only if the person or their property was the subject of the action appealed from, or the person has a substantial interest in the action being appealed that is in danger of suffering special damage or injury not common to all property owners similarly situated.
- (c) Application filing. Appeals of final quasi-judicial decisions, as categorized by Georgia law, shall be by way of a petition for review as provided for in O.C.G.A. ch. 4, tit. 5 to the Fulton County Superior Court, with the petition for review obtained within 30 days of the decision, and following the statutory procedures to obtain the petition for review. All other final decisions shall be appealed to the Fulton County Superior Court within 30 days of the date of the decision and in accordance with the procedures established by Georgia law.
- (d) Authority to accept service. The planning and development director shall be authorized, without additional board or agency action, to accept service and/or to approve or issue any form or certificate necessary to perfect the petition described in the Georgia Zoning Procedures Law, O.C.G.A. § 36-66-1 et seq., for review of lower judicatory bodies and upon whom service of such petition may be effected or accepted on behalf of the lower judicatory board or agency, during normal business hours, at the City of Fairburn City Hall.

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(Supp. No. 23, Update 2)

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

ARTICLE VIII. AMENDMENTS TO ZONING CODE AND MAP⁷

Sec. 80-295. Requirements for amendments.

Whenever the public necessity, convenience, general welfare or good zoning practice justify such action, and after consideration by the city planning and zoning commission, the mayor and council of the city may, by ordinance, amend the regulations set forth in this chapter and may change the zoning districts as established on the official map of the city.

(Ord. No. 2008-10Z, exh. A, § 12.01, 8-25-2008)

Sec. 80-296. Application for or initiation of an amendment.

A proposed amendment to a zoning district or zoning text may be initiated by the city planning and zoning commission, the mayor and council of the city or by an application filed with the clerk of the city of one or more owners of property within the area proposed for a zoning amendment. However, a property owner shall not initiate action for a zoning amendment affecting the same parcel more often than once every 12 months, except where the council has approved an ordinance to waive the 12-month waiting period between the filing of applications affecting the same parcel of property. This provision shall not be construed as impairing the right of the planning and zoning commission or the council to propose an amendment at any time on their own initiative. A property owner, with the consent of the planning and zoning commission, may voluntarily withdraw such owner's application or a proposed change of district one time prior to action on the application by the planning and zoning commission. Such withdrawn application shall not be deemed to be initiation of an application for zoning amendment with respect to the parcel of land involved. Any communication purporting to be an application for an amendment shall be regarded as mere notice to seek relief until it is made in the form required. Upon receipt of any such communication, the interested parties shall be supplied with the proper forms for presenting applications.

(Ord. No. 2008-10Z, exh. A, § 12.02, 8-25-2008)

Sec. 80-297. Fee to be paid by applicant.

Before action is taken on any application of an owner, or owners, or an agent thereof, of property within the area proposed for a zoning amendment as provided by this article, the applicant shall deposit with the clerk of the city a fee to cover the approximate cost of the procedure. Prior to action by the planning and zoning commission, the required fee may be refunded on request of the applicant; thereafter the fee shall not be refunded.

(Ord. No. 2008-10Z, exh. A, § 12.03, 8-25-2008)

Sec. 80-298. Report by planning and zoning commission.

No amendment shall be made or become effective until the same shall have been proposed by or be first submitted for review by the city planning and zoning commission. The commission shall transmit its report upon

⁷Editor's note(s)—At the request of the city, and for the sake of clarity, ch. 80, art. VIII, §§ 80-291—80-296 were renumbered as §§ 80-295—80-300.

the proposed amendment to the mayor and council within 30 days following the commission meeting at which it was considered. Upon receipt of this report or at the expiration of the 30-day period, the mayor and council of the city may proceed to set a public hearing and consider the such amendment.

(Ord. No. 2008-10Z, exh. A, § 12.04, 8-25-2008)

Sec. 80-299. Public hearing and action by mayor and council.

(a) Notice requirements.

- (1) Before adopting any amendment to the city official zoning map or text of this chapter, the mayor and council shall hold a public hearing thereon, official notice of which shall be given in a newspaper of general circulation in the city, at least 15 days, but not more than 45 days, prior to the hearing.
- (2) The newspaper notice of the public hearing shall include the time, place and purpose of the hearing. Such notice shall include the location of the property, the present zoning classification and the proposed zoning classification, for amendments involving a change to the zoning classification of a parcel of land.
- (3) Property owner notice. Mailed notice shall be made via USPS to the owner(s) of record on the current tax records of the city as retrieved by the city's geographic information system at least 30 days, but not more than 45 days, before the date of the public hearing.
- (4) Whenever a proposed amendment to this chapter, initiated by a party other than the city, involves changing the zoning classification of property from one type of zone to another, the mayor and council shall have a sign posted in a conspicuous place on the property not less than 15 days prior to the date of the public hearing. Such posted sign shall contain information as to the proposed zoning change and the date, time and place of the public hearing. Proposed zoning ordinance amendments and proposed revisions to the official zoning map initiated by the city shall not require the posting of signs on affected property; unless the proposed revision includes five or fewer parcels of land.
- (5) The public hearing by the mayor and council may be continued to the next regular meeting date and for additional meeting dates without further legal notice as good planning practices dictate, and the mayor and council deem necessary. The date posted on any official sign advertising the hearing may be changed to reflect the continued hearing date.
- (6) When any of the following actions are proposed, reference the Georgia Zoning Procedures Law, O.C.G.A. § 36-66-1 et seq., for additional hearing notice requirements:
 - a. City-initiated rezoning and/or text amendment to revise a zoning classification related to single-family residential uses of property so as to authorize multifamily uses of property pursuant to such classification or definitions, or to grant blanket permission, under certain or all circumstances, for property owners to deviate from the existing zoning requirements of a single-family residential zoning; or
 - b. Zoning decisions which relates to or will allow the location or relocation of a halfway house, drug rehabilitation center, or other facility for the treatment of drug dependency. See O.C.G.A. § 36-66-4(f); or
 - c. Zoning for property to be annexed into a municipality. See O.C.G.A. § 36-66-4(d).

(b) Policies and procedures for calling and conducting public hearings on zoning.

- (1) The term "zoning," when used in this subsection, shall mean:
 - a. A legislative act representing a legislative judgment as to how the land within a city should be utilized and where the lines of demarcation between the several use districts should be drawn.

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- b. An exercise of local government's police power wherein the local government attempts to balance the interest of promoting the public health, safety, morality or general welfare against the property owner's right to the unrestricted use of his property.
 - c. As defined by state law O.C.G.A. § 36-66-1 et seq.
- (2) The basic issue to be decided in any zoning hearing is whether a zoning regulation and/or classification bears a reasonable relationship to the public health, safety, morality or general welfare and, therefore, may be justified.
- (3) Public hearing procedures shall be as follows:
- a. The mayor and council have mandated that prior to any amendment of the city's zoning ordinance (text or map), the mayor and council will hold a public hearing thereon. Notice of such hearing shall be as provided in subsection (a) of this section.
 - b. All hearings shall be conducted by the mayor and council, with the mayor presiding. The mayor shall indicate that a public hearing has been called for consideration of a zoning amendment. The mayor and council shall consider each application on an individual basis.
 - c. At the public hearing, the mayor shall ask for a show of hands of those persons who are in support of the application. The applicant and those persons wishing to appear in support of the application shall have not less than ten minutes to present positions in support of the application, provided that if the number of persons wishing to appear in support of the application is in excess of that which may reasonably be heard, the mayor may request that a spokesman for the group be chosen so that the entire presentation of the positions of those in support of the application shall not exceed 30 minutes.
 - d. After the comments and concerns of those in favor of the zoning amendment have been heard, the mayor will ask for a show of hands of those persons in opposition to the application. Those persons wishing to appear in opposition to the application shall have not less than ten minutes to present positions in opposition of the application, provided however that if the number of persons wishing to appear in opposition to the application is in excess of that which may reasonably be heard, the mayor may request that a spokesman for the group be chosen so that the entire presentation of the positions of those in opposition to the application shall not exceed 30 minutes.
 - e. After comments and concerns of the public have been heard, the mayor and council may request a report from officers or agents of the city.
 - f. The applicant for the zoning amendment shall be allowed up to five minutes for rebuttal and final comment.
 - g. After the above procedures have been completed, the mayor will indicate that the public hearing is formally closed.
- (4) When any of the following actions are proposed, reference the Georgia Zoning Procedures Law, O.C.G.A. § 36-66-1 et seq., for additional hearing procedural requirements:
- a. City-initiated rezoning and/or text amendment to revise a zoning classification related to single-family residential uses of property so as to authorize multifamily uses of property pursuant to such classification or definitions, or to grant blanket permission, under certain or all circumstances, for property owners to deviate from the existing zoning requirements of a single-family residential zoning; or

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- b. Zoning decisions which relates to or will allow the location or relocation of a halfway house, drug rehabilitation center, or other facility for the treatment of drug dependency. See O.C.G.A. § 36-66-4(f); or
 - c. Zoning for property to be annexed into a municipality. See O.C.G.A. § 36-66-4(d).
- (5) The mayor and council shall take the following actions following the public hearing:
- a. The mayor and council will take action to approve or deny the proposed zoning amendment. The decision of the council is by a majority of the council members present. The mayor will vote only in case of a tie vote. In such case, the mayor votes in order to resolve the question. The vote will be taken in public and announced to those present.
 - b. If the zoning decision of the mayor and council is for the rezoning of property and the amendment to the zoning ordinance to accomplish the rezoning is denied by the mayor and council, then the same property owner or his authorized agent or representative may not again apply for rezoning on the same property until the expiration of at least 12 months immediately following the denial of the rezoning by the mayor and council, except; provided, however, that unless otherwise provided by state law, the council may approve an ordinance to waive the 12 month waiting period between the denial of an application and the filing of a new application affecting the same parcel of property. This provision shall not be construed as impairing the right of the planning and zoning commission or the council to propose an amendment at any time on their own initiative unless otherwise precluded from doing so under state law.

(Ord. No. 2008-10Z, exh. A, § 12.05, 8-25-2008; Ord. of 10-28-2019(1); Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Sec. 80-300. Standards governing the exercise of zoning powers.

- (a) In ruling upon any application for a zoning map amendment, or any other zoning decision, the mayor and council shall act in the best interest of the health, safety, morals and general welfare of the city. In doing so, they will consider one or more of the following standards of review which are relevant to the application:
 - (1) Whether the proposal is consistent and/or compatible with the city's plans, goals and objectives reflected in the city's comprehensive plan.
 - (2) How the proposal impacts the purposes of the overall zoning scheme, and whether the proposed change furthers the purposes of these zoning regulations. Applications for zoning amendments that do not contain specific site plans carry a rebuttable presumption that the proposed change shall adversely affect the zoning scheme.
 - (3) How the proposal impacts the character of the zoning district, the particular piece of property, neighborhoods, or the community.
 - (4) Whether the proposal creates an isolated district unrelated to adjacent properties and nearby districts.
 - (5) How the proposal impacts the aesthetic character of existing and future uses of the property and the surrounding area.
 - (6) Whether the proposal is consistent with adjacent development densities and the density patterns reflected in the comprehensive plan.
 - (7) How the proposal impacts the public health, safety, and general welfare.
 - (8) How the proposal impacts water, sewerage, other public facilities, or public services, and how the proposed amendment impacts expenditures of public funds.
 - (9) How the proposal impacts traffic safety and congestion.

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- (10) How the proposal impacts environmental conditions, including, but not limited to, drainage, soil erosion and sedimentation, flooding, air quality, water quality and quantity.
 - (11) How the proposal impacts the provision of adequate light and air.
 - (12) How the proposal impacts the value of adjacent property.
 - (13) Whether there are substantial reasons why the property cannot be used in accordance with existing regulations.
 - (14) Preservation of the integrity of residential neighborhoods shall carry greater weight than other factors. Where property fronts on a major thoroughfare and also adjoins an established residential neighborhood, the factor of preservation of the residential area shall carry greater weight.
- (b) After hearing evidence at the zoning hearing, the mayor and council shall apply the evidence to the standards of review in making their decision. The mayor and council are not required to consider every criterion in the standards of review. The applicant carries the burden of proof that the proposed zoning map amendment promotes the public health, safety, morality or general welfare.
 - (c) If the mayor and council determine from the evidence presented that the applicant has shown that the proposed zoning map amendment promotes the health, safety, morals or general welfare under the standards of review, then the application shall be granted, subject to those reasonable conditions that may be imposed by the mayor and council. Otherwise, such applications shall be denied.
 - (d) In ruling upon any petition in which the petitioner has brought a challenge to the existing zoning classification, the mayor and council shall follow these general lines of inquiry:
 - (1) The existing uses and zoning of the subject and surrounding property.
 - (2) The extent to which property values may be diminished by the particular zoning restrictions.
 - (3) The extent to which the reduction of property values, if any, promotes the health, safety, morals or general welfare of the public.
 - (4) The relative gain to the public, as compared to the hardship, if any, imposed upon the individual property owner.
 - (5) The suitability of subject property for development purposes as presently zoned.
 - (6) The length of time the property, if vacant, has been vacant as zoned, considered in the context of land development in the vicinity of the property.
 - (e) The existing zoning classification shall be presumed to be valid; it shall be the responsibility of the applicant to present evidence to rebut this presumption.
 - (f) If the mayor and council determine, from the evidence presented, that the existing zoning classification is unduly burdensome to the applicant and is not offset by consideration of the public's health, safety, morals, and general welfare, and consideration of the integrity of this chapter and of the official zoning map, the mayor and council may impose any appropriate zoning classification, including allowable conditions, which might be consistent with the considerations outlined in subsection (a) of this section.
- (Ord. No. 2008-10Z, exh. A, § 12.06, 8-25-2008; Ord. of 10-28-2019(1); Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Secs. 80-301—80-325. Reserved.

ARTICLE IX. OFF-STREET PARKING, LOADING AND LANDSCAPE REQUIREMENTS

Sec. 80-326. Purpose.

These standards are intended to provide the reasonable provision of future off-street parking within the city, to restrict temporary storage of vehicles and recreational vehicles in residential districts; to alleviate any unnecessary traffic congestion which could result from on-street parking; and to encourage development and usage of off-street parking facilities.

(Ord. No. 2012-14, § 1, 12-10-2012)

Sec. 80-327. Off-street parking access and dimensions.

- (a) Any development providing off-street parking areas as an accessory use to a principal use shall ensure that a minimum of 75 percent of the total number of spaces are full-size and that a maximum of 25 percent are compact-size. Requirements for parking space dimensions are as follows:

Minimum Full-Size Parking Space Dimensions		
Type of Space	Width of Space	Length of Space
Parallel to curb up to 29 degree angle	8.5 feet	22 feet
Angle of 30 degrees up to 60 degrees	9 feet	18 feet
Angle of 61 degrees up to 90 degrees	10 feet	18 feet

Minimum Compact-Size Parking Space Dimensions		
Type of Space	Width of Space	Length of Space
Parallel to curb up to 29 degree angle	8 feet	19 feet
Angle of 30 degrees up to 60 degrees	8.5 feet	15 feet
Angle of 61 degrees up to 90 degrees	9 feet	15 feet

- (b) All parking facilities shall provide adequate interior passageways, drives, and maneuvering areas, as determined by the city engineer, to permit access to each parking space and to connect each space to a public street.

(Ord. No. 2008-10Z, exh. A, § 13.01, 8-25-2008; Ord. No. 2012-14, § 1, 12-10-2012)

Sec. 80-328. Handicapped parking provisions.

Parking spaces for the handicapped shall be required. Existing uses providing off-street parking shall have 12 months from date of adoption of the ordinance from which this section is derived to comply with handicapped parking requirements. New uses providing off-street parking shall incorporate handicapped spaces into the design of parking facilities.

Handicapped spaces shall be provided in accordance with the following scale:

Table 208.2 Parking Spaces

Total Number of Parking Spaces Provided in Parking Facility	Minimum Number of Required Accessible Parking Spaces
1 to 25	1
26 to 50	2

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51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1,000	2 percent of total
1,001 and over	20, plus 1 for each 100, or fraction thereof, over 1,000

- (1) *Locations.* Accessible parking spaces serving a particular building shall be located on the shortest accessible route from parking to an accessible entrance. In parking facilities that do not serve a particular building, or buildings with multiple entrances, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility.
- (2) *Dimensions.* Accessible parking spaces shall be at least nine feet wide with a minimum five-foot-wide access aisle. For van spaces, the width of the parking space shall be at least 11 feet wide with a minimum five-foot-wide access aisle. Parking access aisles shall be part of an accessible route to the building or facility entrance; two accessible parking spaces may share a common access aisle.
- (3) *Signs.* Accessible parking spaces shall be designated as reserved by a sign complying with chapter 7, section 703.7.2.1 of the 2010 ADA Standards which shows the symbol of accessibility. Such signs shall be located so that they cannot be obscured by a vehicle parked in that space.

(Ord. No. 2008-10Z, exh. A, § 13.02, 8-25-2008; Ord. No. 2012-14, § 1, 12-10-2012)

Sec. 80-329. Location.

In the event required off-street vehicle parking cannot be reasonably accommodated on the same property on which the principal, building, structure or use is conducted, an administrative permit for off-site parking may be considered in accordance with the provisions of article IV.

(Ord. No. 2008-10Z, exh. A, § 13.03, 8-25-2008; Ord. No. 2012-14, § 1, 12-10-2012)

Sec. 80-330. Joint use of required off-street parking spaces.

The standards for shared parking may be utilized for any of the combinations of uses shown below on any number of properties when approval is reflected in the conditions of zoning for each such property. Similar provisions are provided under off-site and shared parking requirements in the use permits article for those uses which were not zoned concurrently or as part of a multiple use project. The conditions of zoning or use permit, as applicable, establish the limits of parking requirements among uses and properties, and the city shall not require any contractual relationship among property owners.

The standards for determining parking requirements in a multiple use development are:

- (1) Determine the minimum amount of parking required for each separate use.
- (2) Multiply each parking requirement by the corresponding percentage for each of the time periods given below.
- (3) Calculate the column total parking requirement for each time period.

(4) The largest column total is the shared parking requirement.

	Weekdays		Weekends		Nighttime
	6:00 a.m.— 5:00 p.m.	5:00 p.m.— 1:00 a.m.	6:00 a.m.— 5:00 p.m.	5:00 p.m.— 1:00 a.m.	1:00 a.m.— 6:00 a.m.
Office	100%	10%	10%	5%	5%
Retail	60%	90%	100%	70%	5%
Hotel	75%	100%	75%	100%	75%
Restaurant	50%	100%	100%	100%	10%
Entertainment/recreational	40%	100%	80%	100%	10%
Church	50%	50%	100%	100%	10%

EXAMPLE:

Properties proposed for individual uses would require the following number of parking spaces:

Office	300 spaces
Retail	280 spaces
Entertainment	100 spaces
Total	680 spaces

Properties proposed for multiple uses under the provisions for shared parking would require the following number of parking spaces:

	Weekdays		Weekends		Nighttime
	6:00 a.m.— 5:00 p.m.	5:00 p.m.— 1:00 a.m.	6:00 a.m.— 5:00 p.m.	5:00 p.m.— 1:00 a.m.	1:00 a.m.— 6:00 a.m.
Office	300	30		15	
Retail	168	252	280	196	14
Hotel					
Restaurant/entertainment/recreational	40	100	80	100	10
Total	508	382	390	311	39

Thus, 508 spaces would be needed for this development, a reduction of 172 spaces or 25 percent.

(Ord. No. 2008-10Z, exh. A, § 13.04, 8-25-2008; Ord. No. 2012-14, § 1, 12-10-2012)

Sec. 80-331. Size and location of off-street loading spaces.

Each off-street loading space shall be a minimum of 15 feet in width and 60 feet in length and shall provide a vertical height clearance of 14 feet. The mayor and city council may reduce these requirements upon demonstration in specific instances that a particular loading space will be used exclusively by vehicles that may be accommodated by a loading space of smaller dimensions. In no case shall such a reduction result in a loading space of dimensions less than 12 feet in width and 45 feet in length. All required off-street loading spaces shall be located on the same lot as the building or use they are designed to serve, or on an adjacent lot, in those instances where joint use of a loading space with the use occupying that lot has been approved by the mayor and city council.

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(Ord. No. 2008-10Z, exh. A, § 13.05, 8-25-2008; Ord. No. 2012-14, § 1, 12-10-2012)

Sec. 80-332. Setbacks from property lines.

Off-street parking and loading spaces, as well as all drives and maneuvering areas, shall be located a minimum of five feet from all property lines. Where those spaces and areas about off-street parking and loading spaces and drives and maneuvering areas, no such setback shall be required.

(Ord. No. 2008-10Z, exh. A, § 13.06, 8-25-2008; Ord. No. 2012-14, § 1, 12-10-2012)

Sec. 80-333. Off-street parking for drive-in establishments.

There shall be no drive-in establishment in which customers are served while located on a public right-of-way. Drive-in establishments which serve customers occupying automobiles parked off a public right-of-way shall provide adequate parking on the premises.

(Ord. No. 2008-10Z, exh. A, § 13.07, 8-25-2008; Ord. No. 2012-14, § 1, 12-10-2012)

Sec. 80-334. Continuing obligation to provide off-street parking facilities.

The provision of off-street parking and loading space applicable to new development, or necessitated by alterations to existing development, as required in this article shall be a continuing obligation of the owner of the real estate on which any such structure is located, so long as the structure is in existence and its use requiring vehicle parking or loading facilities continues. It shall be unlawful for an owner of any structure affected by this article to discontinue, change, or eliminate, or to cause the discontinuance of or change the required vehicle parking or loading space apart from discontinuance, sale, or transfer of the structure, without establishing alternate vehicle parking or loading space in compliance with this article. It shall also be unlawful for any person to use that structure without providing vehicle parking or loading space in conformance to this article.

(Ord. No. 2008-10Z, exh. A, § 13.08, 8-25-2008; Ord. No. 2012-14, § 1, 12-10-2012)

Sec. 80-335. Use of off-street parking areas.

No off-street parking area may be used for the sale, repair, and dismantling, servicing, or long-term storage of any vehicle or equipment unless permitted by the zoning district in which the area is located.

(Ord. No. 2008-10Z, exh. A, § 13.09, 8-25-2008; Ord. No. 2012-14, § 1, 12-10-2012)

Sec. 80-336. Landscape requirements for vehicle use areas.

- (a) *Intent.* The intent of this section is to create areas for landscaping and natural plant growth for developments on which off-street parking, open lot sales, displays and service areas are provided. The objective is to improve and protect the development's appearance, environmental quality and property values, thereby promoting public health, safety and welfare.
- (b) *Review procedures.* All developments, except single-family and two-family developments, are subject to the following review procedures:
 - (1) *Permit requirements.* No building, grading, site development or tree removal permit shall be issued until approval of the required landscape plan has been granted.

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- (2) *Landscape requirements.* All vehicle use areas subject to these regulations shall provide and maintain the following perimeter and interior landscaped areas:
- a. *Perimeter landscape areas.* All vehicle use areas shall provide a perimeter landscape area with no horizontal dimension less than five feet. All perimeter landscape areas shall provide a minimum of one-tree for every 250 square feet of landscape area or fraction thereof.
 - 1. Perimeter landscape areas abutting a public street right-of-way shall have a minimum dimension of ten feet from the right-of-way line to the vehicular use area. All areas of public roadway right-of-way shall be grassed. The vision clearance at corners requirements of this chapter shall also be met.
 - b. *Interior landscape areas.* An area or combination of areas equal to ten percent of the total vehicle use area, exclusive of perimeter landscape areas, shall be dedicated to interior landscaping. All interior landscape areas shall have a minimum horizontal dimension of ten feet. A minimum of one tree for every 250 square feet or fraction thereof of interior landscape area shall be provided. For any parking area that is designed for more than ten vehicles, the plan must provide for landscaped islands and/or peninsulas at least ten feet in width so that no more than 12 adjacent parking spaces exist without a landscaped separation.
 - c. *Modifications to landscaping requirements.*
 - 1. In cases where proposed innovative designs, landscape techniques and site amenities are demonstrated which address the intent of this article, the strict requirements of this section may be waived by the planning and zoning commission.
 - 2. In cases where healthy plant materials exist, the requirements of subsections (b)(2)a. and (b)(2)b. may be adjusted to allow credit for the preservation of such existing plant materials. The planning and zoning commission shall ensure that the intent of this section is met and may approve any such adjustments.
 - 3. *Landscape installation requirements.* All landscaping shall be installed in accordance with sound planting practices.
 - (i) *Plant materials.* All plant materials shall be of a species known for its ability to withstand harsh parking lot conditions.
 - A. *Trees.* All understory trees shall attain an average crown spread exceeding 15 feet at maturity. All canopy trees shall attain an average crown spread exceeding 30 feet at maturity. All tree species shall be capable of surviving the pruning of all limbs to a height of five feet and shall have a minimum of five feet clear trunk upon installation.
 - B. *Shrubs.* All shrubs to be planted in perimeter and interior landscape areas shall be a minimum of one-foot in height at the time of planting. All shrubs to be planted in perimeter and interior landscape areas shall be permanently maintained at a maximum height of three feet.
 - C. *Lawn grasses and groundcovers.* Grassed areas shall be sodded. Grass sod shall be clean and reasonably free of weeds and noxious pests or disease. Ground covers which present a finished appearance and reasonably complete coverage at the time of planting may be used.
 - D. *Existing plants.* Existing living plants to be retained shall be protected in accordance with chapter 74.

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- (ii) *Earthwork.* Earth berms shall be of variable height and slope (not to exceed 3h:1v). Swales and ponds shall be permitted for on-site retention of stormwater, provided these features are approved by the city engineer.
 - (iii) *Paving.* Paving (other than walks) shall not be permitted within required landscape areas. Landscape area calculations shall not include area given over to walks.
 - (iv) *Encroachment.* Landscape areas, walls, structures and walks shall be protected from vehicle parking encroachment by utilizing curbs, wheel stops, bollards or other acceptable devices. These devices shall be placed a minimum of 2½ feet from all landscape areas, walls, structures and walks.
 - (v) *Planting bed.* The planting beds for all landscape materials shall be free of weeds, debris, and noxious materials and shall be comprised of a healthy planting medium. Planting bed soil shall provide adequate support, drainage, and soil nutrients for the plants.
 - (vi) *Permanent maintenance.* The owner or his agent shall be responsible for permanently maintaining all landscaping in good condition to present a neat, healthy and litter-free condition. All landscape areas shall contain a sprinkler system or readily available water supply with a minimum of one water outlet within 50 feet of all plant materials. The owner shall immediately replace all plant materials that does not survive. The landscaping will be subject to inspection by the code enforcement officer who will ensure the integrity of the landscape plan.
- 4. *Review of landscape plan.* The director of planning shall review all landscape plan submitted in conjunction with any proposed development and approve such plans, or approve the plans subject to any modification.
 - 5. *Certification of compliance.* All development sites shall be inspected for compliance to the approved landscape plan upon completion of all site development work. A certificate of compliance must be issued prior to a certificate of occupancy being issued for any related structures. In cases where occupancy of a related structure is proposed prior to completion of the required landscaping, a temporary certificate of occupancy may be issued provided the owner presents a financial guarantee in an amount equal to 110 percent of the total cost of the landscape improvements indicated on the approved landscape plan. Such financial guarantee must be in a form acceptable to the city attorney.

(Ord. No. 2008-10Z, exh. A, § 13.10, 8-25-2008; Ord. No. 2012-14, § 1, 12-10-2012; Ord. of 10-28-2019(1))

Sec. 80-337. Off-street parking requirements.

- (a) Unless explicitly exempted by this chapter, areas suitable for parking automobiles in off-street locations shall be required in all zoning districts for any permitted use. Such off-street parking areas shall have direct access to a street or drive open to public use and shall be provided and maintained in accordance with the requirements of this section. These requirements are intended to meet minimum needs. Every property owner must determine his actual needs and provide whatever spaces may be necessary beyond these minimums to remain in full compliance with the provisions of this chapter. Worker shift change peaking and projected growth must be considered when determining parking requirements.
- (b) Off-street parking, storage, standing and loading space shall be provided according to the following schedule:

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- (1) All residential development shall provide two spaces per dwelling unit. Parking or storage of such vehicles as RVs, boats, semi-tractors or school buses in the front yard shall be prohibited. In single-family residential zoning districts, parking in the front yard is allowed for each dwelling unit only within a hard-surfaced driveway (i.e., asphalt, concrete, gravel, or if approved by the city engineer, a turf-reinforced driveway). No parking shall be allowed in grass or lawn areas.
 - (2) Retail and commercial uses shall provide one space for each 200 square feet of enclosed commercial space which is available to the public.
 - (3) Office uses, including financial and banking institutions, shall provide one space for each 250 square feet of gross floor area.
 - (4) Hotels and motels shall provide one space for each guestroom, plus one space for every two employees, plus one space for every 200 square feet of commercial area available to the public.
 - (5) Restaurants, cafeterias, nightclubs, taverns, and similar establishments shall provide the larger of one space per 100 square feet of gross floor area or one space for every three seats for customers, plus one space for every two employees on the shift of greatest employment.
 - (6) One space shall be provided for the largest of every four seats or for each 25 square feet of floor area available for chairs in the largest assembly room in the auditoriums or stadiums of schools and public buildings, places of worship or other locations of public assembly.
 - (7) Homes for the aged, rest homes, and similar institutions shall provide one space for each resident or patient, plus one space for each employee.
 - (8) Hospitals, outpatient clinics, convalescent homes, nursing homes, and other health care facilities shall provide one space for every three beds, plus one for every two employees and one space for every staff or visiting doctor.
 - (9) Dental offices, doctor's offices, veterinary offices, clinics and similar operations shall provide, one space for each 300 square feet of gross floor area.
 - (10) Research laboratories shall provide one space for every 500 square feet of office area and one space for every 1,000 square feet of laboratory area.
 - (11) Colleges and trade and vocational schools shall provide the larger of eight spaces for each classroom or one space for every 200 square foot of classroom, plus one space for every two employees or administrative personnel.
 - (12) Public and private secondary schools shall provide the larger of ten spaces for each classroom or one space for every 35 square feet in largest assembly room, plus one space for every two employees or administrative personnel.
 - (13) Public and private elementary schools shall provide the larger of two spaces for each classroom or one space for every 35 square feet in largest assembly room, plus one space for every two employees or administrative personnel.
 - (14) Kindergarten, day care centers, and nursery schools shall provide one space for each employee, plus an area sufficient for the safe and convenient loading and unloading of students.
 - (15) Personal service establishments such as barbershops and hair salons shall provide one space for each 200 square feet of gross floor area, but not less than two spaces per employee.
 - (16) Convenience stores shall provide six spaces for each cash register.
 - (17) Automobile repair shops shall provide one space for each 150 square feet of gross floor area.
 - (18) Automobile dealers shall provide one space for each 250 square feet of gross floor area.

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- (19) Automobile service stations shall provide three spaces for each service bay, with a minimum of five spaces required.
 - (20) Self-service gasoline stations shall provide three spaces.
 - (21) One space shall be provided for the larger of every employee of the largest shift of any industrial use or similar establishment or one space for every 1,000 square feet of gross floor area devoted to factory production, plus one space for every 2,000 square feet of gross storage area and one space for each vehicle used directly in the conduct of the business. One space shall also be provided for every 100 square feet of floor space used for incidental accessory uses, e.g., administrative offices.
 - (22) One standard size parking space shall be provided for every 2,500 square feet of floor space used for warehousing or storage for the first 150,000 square feet, plus one space per 7,500 square feet for that portion over 150,000 square feet. One oversized space shall be provided for every 5,000 square feet of gross warehouse space for truck parking. Parking for office areas comprising less than ten percent of the total square footage of the building shall be included in this calculation. Office area over ten percent shall be calculated at the rate for office uses.
 - (23) Salvage, storage, or junkyards shall provide one space per employee, plus four spaces for each acre of yard.
 - (24) Wholesale establishments shall provide one space per employee, plus sufficient spaces to accommodate vehicles used in the conduct of the business.
 - (25) Mini warehouses shall provide one space per 5,000 square feet of gross storage area, plus one space for every employee.
 - (26) Recycling centers shall provide one space for each 200 square feet of floor area, plus one space for every 500 square feet of lot area.
 - (27) Lodges and fraternal or social organizations shall provide one space for each 100 square feet of gross floor area.
 - (28) Dance schools shall provide one space for each employee, plus one space for every 150 square feet of gross floor area plus an area adequate for the safe and convenient loading and unloading of students.
 - (29) Theaters, auditoriums, funeral homes, gymnasiums, stadiums and other places of assembly shall provide the larger of one space for each four fixed seats, one space for each 25 square feet of floor area available for chairs in the largest assembly room, or one space for every 150 square feet of gross floor area.
 - (30) Indoor recreation facilities, such as billiard halls, game rooms, video arcade, skating rinks, fitness centers, and private clubhouses shall provide one space for every four seats or for each 150 feet of commercial square footage available to the public.
 - (31) Bowling establishments shall provide two spaces for each lane, plus one space for each 200 square feet of commercial space available to the public.
 - (32) Golf courses, neighborhood recreation centers or similar uses shall provide one space for every 200 square feet of gross floor area, plus one space for every ten seats in an assembly area with fixed seats. All such uses shall provide a minimum of 20 spaces. Eighteen-hole golf courses shall provide a minimum of 40 spaces. Other outdoor recreational facilities shall provide parking according to the following schedule:
 - a. Tennis courts: Three spaces per court.
 - b. Basketball courts: Four spaces per court.
 - c. Playing fields: One space for every 2,000 square feet of field.

- d. Driving ranges: Two spaces per tee.
 - e. Miniature golf: Twenty spaces per 18 holes.
 - f. Swimming pools: One for every 100 square feet of water surface area.
- (33) Outdoor festivals shall provide two spaces for each 1,000 square feet of ground area available to the public.
- (34) Riding stables shall provide one space for each employee and one space for every animal that can be accommodated in the stable.

(Ord. No. 2008-10Z, exh. A, § 13.11, 8-25-2008; Ord. No. 2012-14, § 1, 12-10-2012; Ord. No. 2015-11, § 1(Exh. A), 7-27-2015; Ord. of 10-28-2019(1))

Sec. 80-338. General requirements.

- (a) A reduction of no more than ten percent of the minimum number of off-street parking spaces required may be approved by the director of planning upon written request. In all instances, the minimum number of off-street parking spaces provided shall be equal to the number required to accommodate all normally anticipated customers, employees and other needs of the establishment.
- (b) Off-street parking requirements for properties containing more than one use shall calculate the requirement for each use separately as provided in this section. The total of these calculated requirements shall constitute the parking requirement for that property.
- (c) There shall be no requirement for off-street parking spaces in the central business district as defined by the DTMU historic downtown commercial district zoning designation.

(Ord. No. 2008-10Z, exh. A, § 13.12, 8-25-2008; Ord. No. 2012-14, § 1, 12-10-2012; Ord. of 10-28-2019(1))

Sec. 80-339. Off-street loading space.

- (a) One loading space shall be provided for each 10,000 square feet of building area. Loading spaces for specific use categories shall be provided according to the following schedule:

Retail and commercial businesses with more than 2,000 square feet of gross floor area, one space for every 25,000 square feet.

Industrial uses: One space for the first 25,000 square feet and according to the following thereafter:

- (1) 25,000 to 99,000 square feet: A total of two spaces;
- (2) 100,000 to 159,999 square feet: A total of three spaces;
- (3) 160,000 to 239,000 square feet: A total of four spaces;
- (4) 240,000 to 349,999 square feet: A total of three spaces;
- (5) For each additional 100,000 square feet or fraction thereof above 350,000 square feet, one additional loading space shall be required.

- (b) All uses, whether or not specified in this article, shall provide off-street loading areas sufficient to meet their requirements. Off-street loading requirements shall be met without using any portion of any public street right-of-way.

(Ord. No. 2008-10Z, exh. A, § 13.13, 8-25-2008; Ord. No. 2012-14, § 1, 12-10-2012)

Secs. 80-340—80-364. Reserved.

ARTICLE X. BUFFERS AND OPEN SPACE

Sec. 80-365. Definitions.

Buffer. A portion of a tract which is permanently set aside to provide a perceived or actual visual (or horizontal spatial) separation between the use on the tract and abutting tracts through the use of natural vegetation or other means including replanting or the provision of supplemental plantings or other visual screening elements or noise attenuation devices. Buffers shall remain undisturbed except as required to implement landscape enhancement.

Open space. A portion of a site which is permanently set aside for public or private use and will not be developed. The space may be used for passive or active recreation or may be reserved to protect or buffer natural areas. Open space may include wooded areas other than required landscape strips and buffers, pathways/walkways, fields and sensitive environmental areas such as wetlands, etc. Detention facilities and platted residential lots shall not be included in open space calculations.

(Ord. No. 2012-14, § 1, 12-10-2012)

Sec. 80-366. Purpose.

Buffers are intended to protect adjacent or other properties from potential nuisances associated with neighboring uses and to protect the public from unsightly views along public rights-of-way. Such nuisances may include dust, litter, odor, noise, glare, and unsightly buildings, uses or parking areas. They are further intended to preserve and enhance the aesthetic qualities, character, privacy, and land values of property within the city. Buffers may also be required by zoning conditions or other formal approvals.

(Ord. No. 2008-10Z, exh. A, § 14.01, 8-25-2008; Ord. No. 2012-14, § 1, 12-10-2012)

Sec. 80-367. Location.

Buffers shall be located along the common property lines between abutting zoning districts. Buffers shall be placed on the more intense zoning district and shall be required even if the abutting property is unimproved land. (Generally, industrially zoned districts are considered to allow more intense uses and single family residential less intense uses.) Property zoned R-CT, RM-12, RM-36, M-1 and M-2 shall have a 25 feet buffer along all public right-of-way. No buffer shall be located on, nor any portion thereof credited for, any portion of an existing public or private street right-of-way.

(Ord. No. 2008-10Z, exh. A, § 14.02, 8-25-2008; Ord. No. 2012-14, § 1, 12-10-2012, 10-28-2019; Ord. of 10-28-2019(1))

Sec. 80-368. Use of buffers.

A buffer may be used for passive recreation; however, no plant material may be removed from any required buffer, except as provided for in section 80-36980-370 associated with buffer maintenance.

(Ord. No. 2008-10Z, exh. A, § 14.03, 8-25-2008; Ord. No. 2012-14, § 1, 12-10-2012; Ord. of 10-28-2019(1))

Sec. 80-369. Buffers part of required yards.

Buffers may be established within the required front, side or rear yard and the dimension of the buffer shall be credited toward the required yard dimension. However, no land disturbing activity may occur in the buffer except as required to implement landscape enhancement.

(Ord. No. 2008-10Z, exh. A, § 14.04, 8-25-2008; Ord. No. 2012-14, § 1, 12-10-2012)

Sec. 80-370. Buffer maintenance.

- (a) Buffers are considered as permanent improvements and shall be permanently maintained in the same manner as buildings, parking facilities and utility structures. All plant material, fencing and earth berms depicted on the approved plans for any development shall be maintained or replaced to reflect the approved plans. Any degradation in the effectiveness of the approved buffer shall be considered a violation of this chapter.
- (b) Natural buffers comprised of existing plant materials shall be preserved during site construction, and conform to standards established for the district as provided herein. All such plants to be preserved shall be protected in accordance with chapter 74, Landscaping.

(Ord. No. 2008-10Z, exh. A, § 14.05, 8-25-2008; Ord. No. 2012-14, § 1, 12-10-2012; Ord. of 10-28-2019(1))

Sec. 80-371. Buffer standards.

Buffers shall afford the maximum level of buffering necessitated by the land uses adjoining the required buffer. All buffers shall provide complete visual obstruction of the adjoining property. If the buffer area cannot achieve this level of obstruction in its natural state, landscape enhancement shall be required. Visual obstruction shall occur through the use of existing or provided evergreen plant material having the ability through its varietal height, shape and/or density to obstruct visibility through the buffer area from ground level to a height of 12 feet. Buffers shall attain satisfactory achievement of complete visual obstruction within two years of planting. Any landscaping shall be in accordance with chapter 74, Landscaping.

Buffer requirements may be expanded where circumstances of topography or other factors render normal buffers ineffective.

(Ord. No. 2008-10Z, exh. A, § 14.06, 8-25-2008; Ord. No. 2012-14, § 1, 12-10-2012; Ord. of 10-28-2019(1))

Sec. 80-372. District buffer standards.

Minimum required buffer width by zoning district:

When R-CT, RM-12, RM-36 or O&I zoned properties abut a single-family residential district, DTMU zoned property; a 25 feet buffer shall be required.

When C-1, C-2, M-1, or M-2 zoned properties abut all other zoning districts; a 50 feet buffer shall be required.

(Ord. No. 2008-10Z, exh. A, § 14.07, 8-25-2008; Ord. No. 2012-14, § 1, 12-10-2012, 10-28-2019; Ord. of 10-28-2019(1))

Sec. 80-373. Open space reservation.

- (a) Development projects which, by virtue of density or extent, have the potential to remove significant areas of open space from the natural environment shall reserve a minimum percentage of the project's land area as open space. The purpose of this reservation is two-fold:
 - (1) The first purpose is related to the rural character of the city as a resource, which has attracted residents. As is true of many rural areas, intensive development tends to spoil much of the resource originally responsible for that growth. Therefore, in order to protect the city's quality living environments, all development of sites in R-CT, RM-12, RM-36, O&I, and P&O districts shall preserve open areas according to the following formula:
 - a. Projects which disturb areas of open space greater than one-acre shall retain a minimum of 30 percent of the gross site acreage in permanent open space.
 - b. Projects which disturb areas of open space greater than one-acre and provide a variety of site amenities, including but not limited to walking paths or trails, benches, lighting, picnic areas, and recreation facilities, shall retain a minimum of 20 percent of the gross site acreage in improved open space.
 - c. Projects which disturb areas of open space greater than one acre and provide site amenities consistent with the provisions of subsection (a)(1)b., and link those areas to similar areas on adjoining property which currently exist or could reasonably be utilized as open space, shall retain a minimum of ten percent of the gross site acreage in improved open space.
 - (2) The second purpose of the open space reservation is related to the storm drainage pattern of the city. As a rural community, the city relies on surface runoff systems, and has no significant infrastructure in storm drainage. This system depends on a great deal of porous surfaces and open areas to function properly. The cost of construction of a storm drainage utility system is prohibitive. As a result, the city must protect its open areas and natural storm drainage system. This protection will be achieved through enforcement of the provisions of this section in all development projects proposed for R-CT, RM-12, RM-36, O&I, and P&O districts on sites greater than one acre.
- (b) Projects which alter the site's natural drainage system by grading an area greater than 50 percent of the gross acreage of the site, or by installing drainage structures requiring piping above 18 inches in diameter shall retain 30 percent of the gross acreage in open space.
- (c) Projects which preserve natural drainage swales and associated areas in permanent, natural settings shall retain 20 percent of the gross acreage in open space.
- (d) Projects which preserve natural drainage swales and associated areas in permanent, natural settings, and which are linked to natural drainage routes on adjoining properties, shall retain ten percent of the gross acreage in open space.
- (e) Acreage on development sites affected by this section encompassed by natural water features, floodplains or areas preserved as greenbelts or wetlands may be credited toward the open space reservation. The requirements of this section are, however, in addition to those required under article IX.
- (f) Required yard areas are not credited toward the open space reservation.

(Ord. No. 2008-10Z, exh. A, § 14.08, 8-25-2008; Ord. No. 2012-14, § 1, 12-10-2012; Ord. of 10-28-2019(1))

Secs. 80-374—80-402. Reserved.

ARTICLE XI. ADMINISTRATION AND ENFORCEMENT

Sec. 80-403. Director of planning—Responsible for administration of chapter.

The director of planning shall administer the provisions of this chapter.

(Ord. No. 2008-10Z, exh. A, § 15.01, 8-25-2008; Ord. of 10-28-2019(1))

Sec. 80-404. Same—Duties.

The director of planning shall report to the city administrator and shall be responsible for the following duties:

- (1) Ensure that all provisions of this chapter are properly enforced.
- (2) Review development and construction plans for compliance with this chapter.
- (3) Process applications required by this chapter.
- (4) Interpret the provisions of this chapter.
- (5) Ensure the public notices are properly posted.
- (6) Maintain the records associated with the administration of this chapter.
- (7) Provide staff assistance to the planning and zoning commission and city council on zoning matters.
- (8) Perform such other duties as may be required to properly administer this chapter.

(Ord. No. 2008-10Z, exh. A, § 15.02, 8-25-2008; Ord. of 10-28-2019(1))

Sec. 80-405. Penalties.

Any person found violating the provisions of this chapter shall be subject to fines and penalties to be determined by the judge of the municipal court as provided in this Code, and each day's continuation of a violation shall be considered a separate offense.

(Ord. No. 2008-10Z, exh. A, § 15.03, 8-25-2008)

Sec. 80-406. Remedies.

If it is found that any property in the city is being used, or is proposed to be used, in violation of this chapter, the director of planning shall institute appropriate action to prevent such unlawful use or abate such violation.

(Ord. No. 2008-10Z, exh. A, § 15.04, 8-25-2008; Ord. of 10-28-2019(1))

Secs. 80-407—80-425. Reserved.

ARTICLE XII. SIGN REGULATIONS⁸

DIVISION 1. GENERALLY

Sec. 80-426. Short title.

This article shall hereafter be known and cited as the "sign ordinance".

(Ord. No. 2013-08, § 1(exh. A), 6-10-2013)

Sec. 80-427. Definitions.

- (a) For purposes of this chapter, certain words are hereby defined. Words used in the present tense shall include the future, the singular shall include the plural, and the plural shall include the singular. The word "shall" is mandatory and not discretionary. The word "person" includes a firm, corporation, association, trust or partnership or other entity. The word "city" shall mean the City of Fairburn, Georgia. Any words not specifically defined herein shall be defined as stated in section 80-4 Definitions.

- (b) Unless otherwise indicated, the following words and terms shall have the meaning ascribed herein:

Advertising device means any structure or device erected or intended for the purposes of displaying advertising or any object for attracting attention situated upon, above, or attached to real property.

Animated sign means any sign, or attention-getting device, with action, motion, changing colors or lighting, or having characteristics that require electrical or mechanical energy, including wind-activated elements such as spinners and aerial devices, to depict action or create a special effect or scene. An electronic or digital billboard/sign/message board is not an animated sign for purposes of this article. A sign on which the only copy that changes is an electronic or mechanical indication of time or temperature shall be considered a "time and temperature" portion of a sign and not an animated or changeable copy sign for purposes of this article.

Architectural enhancement means the architectural embellishment of property, the placement of works of art, or special landscape treatments such as parks, plazas, fountains or atriums. Architectural enhancement may be an integral part of the building, situated outside the building, may be located near government facilities, or may be located in other public places where the City of Fairburn community will be benefited in the determination of the committee.

Area of sign. Only one face of a double-faced sign, as defined herein, bearing identical copy on each side shall be used in computing the area, otherwise both sides shall be used in computing area.

- (1) *Freestanding sign.* The area of a freestanding sign shall mean and shall be computed as the entire area within a continuous perimeter, enclosing the limits of all writing, representation, emblem, or any figure

⁸Editor's note(s)—Ord. No. 2013-08, § 1(exh. A), adopted June 10, 2013, repealed former Art. XII, §§ 80-426—80-444, in its entirety and enacted a new Art. XII. In order to facilitate the grouping of related subject matter the editor has created two divisions out of the provisions added by Ord. No. 2013-08 and renumbered sections accordingly. Former Art. XII pertained to similar subject matter and derived from Ord. No. 2008-10Z, exh. A, §§ 17.01—17.19, adopted Aug. 25, 2008.

or similar character, together with any frame, other material, open space, or color forming an integral part of the display or used to differentiate such sign from the background upon which it is placed. The supports or structure upon which any sign is supported shall be included in determining the sign area whenever such supports are designed in such a manner as to form an integral part of the display; however, provided that the area of the frame shall not be included in computing the area when the frame is composed of stone or brick and provided the frame contains or has attached no copy, words, writing, letters, or advertisement, but may not be internally illuminated, and provided that the surface area of the frame that is parallel to the display of the sign is no greater than 100 percent of the area of the sign displayed.

- (2) *Wall sign/building sign.* The area of a wall sign shall mean and shall be computed using the smallest contiguous square, circle, rectangle, triangle, or combination thereof, that would encompass the external limits of the writing, representation, emblem, or other display, together with any material or color forming any integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed. When a wall sign is formed by placing individual letters, numbers, or figures on the wall, without a distinguishing background, the area shall be determined by a contiguous perimeter drawn around all letters, numbers, figures, trademark, or other symbols, enclosing the limits of writing. Any letters, numbers, figures, trademarks, or graphics separated by 36 inches or more shall be considered two separate signs.
- (3) *Monument sign.* The area of a monument sign shall mean and be computed as the entire area within a continuous perimeter enclosing the limits of writing, representation, emblem, or any figure or similar character, with any frame, other material, open space, or color forming an integral part of the display or used to differentiate such signs from the background upon which it is placed. The supports or structure upon which a monument sign shall be included in determining the sign area whenever such supports are designed in such a manner as to form an integral part of the display; provided, however, that the area of the frame shall not be included in computing the area of the sign when the frame is composed of stone or brick and provided the frame contains or has attached no copy, words, writing, letters, or advertisement, although one trademark, insignia, coat of arms, or other similar identifying mark may be affixed to the frame, but may not be internally illuminated, and provided that the surface area of the frame that is parallel to the display of the sign is no greater than 100 percent the area of the sign displayed; and provided that the monument sign is no higher than six feet.
- (4) *Three-dimensional sign.* The area of a three-dimensional sign shall be determined by a contiguous perimeter drawn around the three dimensional sign enclosing the limits of the three dimensional sign; said perimeter to be drawn around the vertical plane through the sign which creates the perimeter with the largest area. The three-dimensional sign shall be treated as a double sided sign for purposes of sign area; therefore, the area of the above described perimeter shall be doubled, which product shall be the area of the sign for purposes of this sign ordinance.

Awning means any sign, symbol, trademark or other message that is part of, or attached to a roof-like structure, made of canvas or other fabric, plastic or other structural protective cover over a door, entrance, or window of a building. Awning signs are prohibited, except see subsection 80-431(b)(7), Highway 29 overlay district signs.

Banner means a sign with or without characters, letters, illustrations, or ornamentation, applied to cloth, paper, plastic or fabric of any kind with only such material for backing, the same being characteristically mounted from temporary ground supports, hung or displayed against building surfaces or suspended in midair at both ends across streets, passageways, and other areas visible to the general public. See special temporary signs.

Beacon means any light with one or more beams directed into the atmosphere or directed at one or more points not on the same-zoned lot as the light source, and any light with one or more beams that rotate or move. Beacons are prohibited.

Bench sign means any sign attached to or painted upon a bench or other seat placed in the public view and meant to be for public use or viewing. Bench signs are prohibited.

Billboard means a sign which may be supported by a pole structure, with an area of more than 72 square feet but not more than 672 square feet, on parcels adjacent to I-85 as located within the city limits of Fairburn.

Building face projection means the façade area of a building, generally parallel to the street, excluding roofs, covered sidewalks, or façade areas which are perpendicular to the street. For applicants located in a planned center, the building face projection shall be that portion of the façade that the applicant occupies. For applicants located on a corner lot with entrances on the front and side of the building, the building face projection shall be both the front and side vertical façade area of the building, generally parallel to the street, excluding roofs, covered sidewalks, or façade areas which are perpendicular to the street.

Building line means a line established in general, parallel to the front street line, between which line and the street no part of a building shall project.

Building sign. See wall sign.

Canopy sign means a sign imposed or painted upon any permanent roof-like structure extending over a driveway, vehicle access area, or gas service station. Such signs may be mounted flush or suspended.

Changeable copy sign means a sign or portion thereof on which copy may be changed or rearranged manually in the field, or boards or backgrounds upon which changeable letters may be placed, without altering the face or the surface of the sign. A changeable copy sign message may be changed one time per day.

Designated agent means a person who is licensed as a real estate broker or salesperson by the State of Georgia, and who is contracted with the owner(s) of land to sell, lease or manage said land or parts thereof.

Double-faced sign means a sign which has two display areas against each other or where the interior angle formed by the display areas is 60 degrees or less, where one face is designed to be seen from one direction and the other face is designed to be seen from a different direction.

Driveway means a private road giving access from a public way to a house, garage, or other building on abutting grounds.

Electronic or digital billboard means a sign that incorporates a technology or method that allows for multiple messages on one structure without physically or mechanically replacing sign face or its components. Electronic or digital billboards generally take the form of large LED, LCD, plasma or other similar type panels, screens or displays, which function like giant TV screens, and show advertisements that change intermittently by computer controller, microprocessor controller or by remote control.

Electronic or digital sign/message board means a sign that incorporates a technology or method that allows for one or multiple messages on one structure without physically or mechanically replacing sign face or its components. Electronic or digital signs/message boards generally take the form of LED, LCD, plasma or other similar type panels, screens or displays, which function like TV screens, and show messages that change intermittently by computer controller, microprocessor controller or by remote control.

Entrance sign means any monument sign placed at the intersection of a public street and a private entryway into an apartment complex, or condominium complex.

Erect means to build, construct, attach, paint, hang, place, replace, suspend, or affix or fabricate a sign, which shall also include painting of wall sign or other graphics.

Exposed neon means neon tubing left uncovered or exposed to view on exterior of structure or a building. Exposed neon is prohibited.

Fall zone means an area equal to 133 percent of the height of the structure in every direction from the center of the support structure or pole at its base.

Feather flag sign means a sign in the shape of a feather or banana that is a part of, or attached to, a pole. Generally, feather flag signs are prohibited.

Flag means any fabric or bunting containing distinctive colors, patterns, or symbols that is part of or attached to a pole.

Flag sign means flag or flags on a pole, but does not include "feather flag" signs. Flag signs are exempt from permitting requirements.

Flashing sign means a sign, the illumination of which is not kept constant in intensity at all times when in use, and which exhibits marked changes in lighting effects, or displays visible movement achieved by electrical, electronic or mechanical means, or displays an optical illusion of movement by means of a design that presents a pattern capable of giving the illusion of motion or changing of copy, or with lights or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary intensity or color. Illuminated signs shall not be considered as flashing signs. Flashing signs are prohibited except for authorized public safety uses.

Freestanding sign means a permanently ground-mounted, affixed sign that is not a monument sign, typically elevated by a pole, column, pylon, or other vertical support, which is wholly independent of a building for support.

Height of a freestanding sign or monument sign means the vertical distance from the base of the sign at normal grade to the top of the highest component of the sign. Normal grade shall be the predominant grade after construction, exclusive of any filling, berming, mounding or excavating for the purpose of locating or elevating the sign. Base shall be where the sign support meets, or should meet, the normal grade.

Illuminated sign, external means a sign illuminated by an external light source not mounted to the sign and directed toward such sign.

Illuminated sign, internal means a sign illuminated by an internal light source behind the sign face which conceals the light source. An electronic or digital sign/message board or billboard is not an internally illuminated sign for purposes of this article.

Landscape wall sign means a sign consisting of individual letters mounted on a screen or perimeter wall which may be attached or detached from a building, but which is architecturally integrated with the overall development.

Lot means a platted parcel of land which meets all requirements of the city, including zoning and subdivision requirements, for a legally developable lot for the zoning district in which it is located, meets all of the minimum size, dimension, road frontage and other requirements for a developable lot within its zoning district, and which may be developed or used for purposes consistent with those permitted within its zoning district.

Mobile sign means any sign which is mounted or designed for mounting on wheels, or which is mounted or designed for mounting on a towed vehicle. Mobile signs are prohibited.

Monument sign means a permanently affixed sign mounted directly upon the ground, not raised by vertical supports, and independent from any building or other structure. A monument sign may include individual letters, numbers, figures mounted on a surface composed of stone, brick, or other permanent structures. The supporting structure must rest on the ground.

Multiple frontage lots means those lots that have frontage on two or more public streets.

Neon means a lamp or tube filled with electrically charged gas thereby creating a light source. Neon is prohibited.

Neon accents means neon lighting around windows (inside or outside the window), building façades, rooflines, doors, signs, and other building structures, building projections or designs upon buildings. Neon accents are prohibited.

Non-residential zoning means a lot zoned for commercial, office, retail, professional, industrial, and institutional or government use, including PS and PD zoning. For purposes of this chapter those lots zoned for mixed residential and commercial use shall be considered "non-residential zoning."

Nonconforming sign means signs, which, on June 24, 1968, the effective date of the original sign ordinance, which were approved or legally erected under previous sign restrictions, and which became or have become nonconforming with respect to the requirements of the original sign ordinance or this chapter.

Obscene means obscene material as defined by O.C.G.A. § 16-12-80 and as may be amended or superseded or judicially interpreted from time to time.

Outparcel means a lot carved from a planned center which is in compliance with all city requirements and ordinances for legal stand-alone lot on which a freestanding building is constructed which building meets all city setback requirements.

Pennant and streamers mean any lightweight plastic, fabric, or material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move in the wind as a means of attracting attention. May also be several small flags connected to a single line. See spectacular signs. Pennants and streamers are prohibited.

Planned center, office, commercial, or industrial means a group of two or more retail stores, service establishments, offices, industrial buildings, or any other businesses, or combination thereof, consisting of individual buildings or units which are adjacent or abutting one another, and which are planned to serve the public, and which share common amenities or common area, sidewalks, parking areas or driveways, excepting outparcels.

Portable sign means any sign which is not permanently affixed or attached to the ground or other permanent structure, including, but not limited to, signs mounted, painted, attached to, or affixed on vehicles parked in such a manner as to serve the purpose of an advertising device, or not routinely parked at the immediate premises of the business or entity indicated, advertised or identified by said sign, unless said vehicle is used in the normal, day-to-day operations of the business. Portable sign also means signs designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to A-frames or T-frames; menu and sandwich board signs; balloons used as signs; air and gas filled devices used as signs; and umbrellas used for advertising. Portable signs are prohibited, except for authorized public safety use and see subsection 80-431(b)(7), Highway 29 overlay district signs.

Principal building means a building in which the primary use of the lot on which the building is located is conducted.

Private drive means a privately maintained street, whose primary function is to provide access to three or fewer properties.

Public art or enhancement ("PAE") means architectural enhancement, special landscape treatment, works of art, or streetscape as defined in this section and are not "signs" as defined in this section.

Public view means within the natural visual range of an individual on a public street, private street, sidewalk, or parking lot adjacent to real property.

Roof integral sign means any sign erected or constructed as an integral or essentially integral part of a normal roof structure of any design, such that no part of the sign extends vertically above the highest portion of the roof and such that no part of the sign is separated from the rest of the roof by a space of more than six inches.

Roof sign means any sign, graphic, or advertising device erected or maintained wholly or partially on or over the roof of a building. This requirement does not include those signs that may be mounted on parapets or mansards, which may extend above the roofline. Roof signs are prohibited.

Setback means the distance from the property line to the nearest part of the applicable building, structure, or sign, measured from the property line to that portion of the building, statutory or sign which is most proximate to such line.

Shopping center means a planned center.

Sidewalk, sandwich sign, or A-frame sign means a moveable sign not permanently secured or attached to the ground or surface upon which it is located. Sidewalk, sandwich and A-frame signs are prohibited, except see subsection 80-431(b)(7), Highway 29 overlay district signs.

Sign means any surface, frame, letter, figure, character, mark, plane, point, design, picture, stroke, stripe, reading matter, material, fabric, device, fixture, placard, structure, object, three dimensional object, or display which bears lettered, numbered, pictorial, or sculptured matter, designed to convey information visually, advertise, announce the purpose of, identify the purpose of a person or entity, to draw attention, or to communicate information of any kind to the public and which is exposed to public view (excluding those objects which qualify as "architectural enhancement" pursuant to the city's art and architectural advisory committee ordinance, Code sections 80-451 through 80-456. For the purpose of this chapter, the term "sign" shall not include those devices located entirely within a building or structure, unless such devices are considered window signs; additionally the term "sign" shall include all structural members used to erect or mount same, and any company colors, trademarks, service marks, brand names, logos, symbols, or roof shapes, which are generally used by the company in the design of its buildings, and are generally used, or identified, as trade styles or other identifying marks or symbols of the company's business.

Sign face means the part of a sign that is or can be used for display of message.

Special landscape treatment means landscaping that goes beyond the requirements of the City of Fairburn which enhances the aesthetic quality of the property as determined by the city's art and architectural advisory committee.

Special temporary sign means a temporary sign or banner for use during time allowed per section 80-431 of this chapter.

Spectacular sign or device means animated signs, feather flags, streamers, pennants, balloons and other air or gas filled devices, search lights, lasers, beacons, or other light projecting devices. Spectacular signs or devices are prohibited, except for balloons, see subsection 80-431(b)(7), Highway 29 overlay district signs.

Stake sign means any temporary sign supported by uprights which are placed into the ground, and not supported by or suspended from any building with signable area not greater than five square feet. Stake sign may not be more than five feet high to the top of the sign component, when placed and standing in ground. A stake sign may not be placed within the right-of-way.

Street, private means a street that is privately-owned and maintained, open for public use, whose predominant function is to provide mobility between uses rather than access and may be addressed for public safety purposes.

Street, public means a street that is publicly maintained, open for public use, whose predominant function is to provide mobility between uses rather than access and may be addressed for public safety purposes.

Street frontage means the length of any one property line of a premises, which property line abuts a legally accessible street right-of-way. For the purposes of determining yard requirements on corner lots, all sides of a lot adjacent to streets shall be considered frontage, and yards shall be provided as indicated under the zoning definition for yard.

Streetscape means equipment, such as lights, plant material or furniture, such as benches, are placed off the street to improve or enhance the appearance and usability of a street. Streetscape shall further mean structures, access, greenery, open space, and view. Streetscapes may be observed along a public street composed or natural

and man-made components, buildings, paving, planting, and street hardware. Streetscapes shall also include paving materials, curves, landscaping, lighting, and street furniture.

Subdivision sign means a monument sign placed at the intersection of two public roads where one of the roads is the main thoroughfare into and out of a commercial or residential subdivision.

Swinging or projecting sign means a sign projecting perpendicularly more than six inches from the outside wall or walls of any building or supports upon which it is located.

Temporary sign means a sign of nonpermanent nature.

Tenant directional sign means a sign within a property zoned as a shopping center or planned center, and not designed or placed so as to be read from a public road. Such signs shall be uniform as to color, graphic style, size and color.

Tolling/tolled means to postpone or suspend the running of the time period it specifies.

Traffic instructional sign means a sign used to give direction or specific instruction to motorist or pedestrians upon or near roads, streets, parking, sidewalks, within public areas (privately or government owned) in which the public is generally invited to enter or transverse. (These areas are more specifically described in subsection 80-428(11). Such sign shall contain only instructional information related to vehicular and pedestrian traffic control. The size, shape, color, height, location and lettering of traffic instructional and control signs shall be substantially similar to that used by the Georgia Department of Transportation and the City of Fairburn. Traffic instructional sign is a traffic control device under the jurisdiction of the city's police chief.

Trailer sign. See: Mobile sign. Trailer signs/mobile signs are prohibited.

Unit means a portion of a planned center which by city ordinances and codes may be occupied by a single use or tenant, and which is segregated from other uses or tenants within the planned center by 360 degrees of vertical walls (may include doors and windows) and a floor and a ceiling, and which has a separate entrance to the outside.

Vehicle drive-through means any place or premises used for the sale, dispensing, or service of food, refreshments, or beverages to customers in automobiles, including those establishments where customers may eat or drink on the premises.

Vehicle sign means any sign painted, drawn or affixed to or on a vehicle including an automobile, truck or trailer.

Wall/building sign means a sign applied to or mounted to the wall or surface of a building or structure, the display surface of which does not project more than 15 inches from the outside face of the wall of such building or structure, and does not extend above the highest horizontal line of the wall. The vertical surface of a canopy is not a wall for purposes of this chapter.

Window sign means any type of sign located entirely within the interior of a building or structure, and placed inside, upon, or near a window or door, the letters, numbers, pictorial or sculptured matter of which is visible from the exterior of the premises or building.

Works of art means tangible objects in any medium produced according to aesthetic principles established by the committee, which include without limitation paintings, sculptures, engravings, carvings, frescos, mobiles, murals, collages, mosaics, statues, bas-reliefs, tapestries, photographs and drawings.

Zoned lot means a parcel of land in single ownership that is of sufficient size to meet minimum zoning requirements for area, coverage, and use, and that can provide such yards and other open spaces as required by the zoning regulations.

(Ord. No. 2013-08, § 1(exh. A), 6-10-2013; Ord. No. 2014-23, § 1(exh. A), 11-10-2014; Ord. No. 2015-24, § 1(exh. A), 12-14-2015; Ord. No. 2015-27, § 1(exh. A), 12-14-2015; Ord. No. 2016-05, § 1(exh. A), 5-23-2016; Ord. of 10-28-2019(1))

Sec. 80-428. Purpose.

The mayor and council find that:

- (1) Proper regulation of signs is a necessary prerequisite to a peaceable, orderly, and safely designed business environment.
- (2) The purposes of these sign regulations are to encourage the effective use of signs as a means of communication in the city.
- (3) An improperly regulated sign environment imposes health and safety dangers to the public.
- (4) The result of effective sign regulation will be to lessen hazardous conditions, confusion, and visual clutter, caused by the proliferation, improper placement, illumination and excessive height and size of signs that compete for the attention of pedestrian and vehicular traffic, and impede vision of traffic, traffic controls signs, and devices.
- (5) Uncontrolled and unlimited signs may result in a roadside clutter that impedes the flow of information thereby defeating the purpose of signage, and that impedes the flow of information from traffic signs and signals thereby creating hazards to drivers and pedestrians.
- (6) Uncontrolled and unlimited signs degrade the aesthetic attractiveness of the natural and manmade attributes of the community and thereby undermine the economic value of tourism, visitation, and permanent economic growth.
- (7) Through proper regulation of signs, the attractiveness and economic well-being of the City of Fairburn will be enhanced as a place to live, work and conduct business.
- (8) Signs provide an important medium through which individuals may convey a variety of noncommercial and commercial messages. However, left unregulated, signs can become a threat to public safety as well as a traffic hazard. Such signs may also constitute an aesthetic nuisance and be a detriment to property values and the city's public welfare. The mayor and council intend by enacting this article to:
 - a. Balance the rights of individuals to convey their message through signs and the right of the public to be protected against the unrestricted proliferation of signs;
 - b. Further the objectives of the city's comprehensive plan;
 - c. Protect the public health, safety, welfare, and aesthetics of the city;
 - d. Reduce traffic and pedestrian hazards;
 - e. Improve pedestrian and traffic safety;
 - f. Maintain the historical image of the city;
 - g. Protect property values by minimizing the potentially adverse effects and visual blight caused by signs;
 - h. Promote economic development and growth;
 - i. Protect the public traveling along the highways from distractions, aesthetic desecration, and nuisances, all associated with the proliferation of signs in a concentrated area along the highway (Turner Communications Corp. v. Georgia Dept. of Transp., 139 Ga. App. 436, 228 S.E.2d 399 (1976)); and

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- j. Ensure the fair and consistent enforcement of sign regulations.
- (9) Further, the city has an obligation and a right to protect the rights of adjoining landowners to adequate light and air, to promote desirable living conditions and the sustained stability of neighborhoods, to protect property against blight and deprivation, and encourage the most appropriate use of land, buildings, and other structures throughout the city.
- (10) The city's intention in enacting sign legislation has never been directed at nor enforced against the content of the signs; but, has rather focused on the physical characteristics of the sign structures.
- (11) The city finds that some signage has a single targeted function and that identification of such signage by description is impossible without referring to its function. For instance, signs at the entrances to subdivisions of developments are for the purpose of providing guidance and to enable both the traveling public and public safety personnel responding to emergencies to quickly locate entrances for the purpose of either visitation or responding to emergency calls. While such signage is referenced based upon the function it serves within the context of this chapter, the provisions of this chapter are unrelated to the content of the speech provided and allow the maximum expressive potential to sign owners. The city further finds that holiday decorations are not signs, but rather seasonal ornamentation not controlled by this chapter.
- (12) Accordingly, in consideration of the city's rights and obligations to promote traffic safety, to preserve property values, to provide for the convenience and enjoyment of public travel, to eliminate annoyance to travelers, to attract tourists, residents and industry, to serve the public health, safety and morals, to advance the general prosperity of the community, and to serve the general welfare, the city hereby imposes the regulations contained in this article.
- (13) The city council finds that there is a compelling state interest in the city and state being able to safely regulate the speed, direction and flow of vehicular and pedestrian traffic in and around public roads, streets and sidewalks, and quasi-public roads, streets and sidewalks in private property where the general public, invited by the owner, routinely and customarily to enters, transverses, and parks by vehicle and/or by foot. The city has a compelling state interest in the public safety and welfare of motorist and pedestrians in these areas, the safe and expedient access of public safety vehicles such as police, fire and rescue equipment to such areas. The city has a compelling state interest to regulate vehicular and pedestrian traffic such as to prevent or minimize collisions and the injury or death to persons caused thereby, or the damage to property, both public and private. Therefore, the city determines that there is a compelling state interest in the city's police chief regulating the type, traffic control message and placement of all traffic control signs and devices in the areas described above. The city also has a compelling state interest in insuring that private entities are not allowed to display in the areas described above, signs that imitate or emulate traffic instructional and control signs, devices or messages in such a way as may reasonably be mistaken by the public as true traffic control signs or devices, and thereby could reasonably be expected to cause a motorist or pedestrian to make an improper maneuver which will place the motorist or pedestrian or other motorist or pedestrian in danger of collision or injury due to such improper maneuver. Therefore, the city has a compelling state interest in regulating such signs in the areas described above which imitate or emulate a traffic instructional and control sign or device and which may reasonably be confusing to motorists or pedestrians in these areas.

(Ord. No. 2013-08, § 1(exh. A), 6-10-2013; Ord. No. 2016-05, § 1(exh. A, 5-23-2016)

Sec. 80-429. Administration.

The provisions of this article shall be administered by the director of planning of the City of Fairburn, Georgia.

Sec. 80-430. Sign permit required.

- (a) *Required.* Except where specifically excluded by other provisions of this article, it shall be unlawful for any person, firm or corporation to post, display, substantially change, change or modify sign face or face panels, alter, or erect, reconstruct, replace or reset a sign or advertising device in the City of Fairburn, Georgia, without first having obtained an authorization to erect a sign and thereafter a permit in the manner prescribed herein.
- (b) *Application for permits.* Application for authorization to erect a sign shall be made upon forms provided by the director of planning. Authorization to erect a sign is the first step in the sign permit process. Sign permits are granted after the director of planning has confirmed that the sign has been erected in accordance with the submitted application and all City of Fairburn requirements. The application shall contain or have attached thereto the following information:
- (1) Name, address and telephone number of the property owner and applicant;
 - (2) Address of building, structure, or lot to which or upon which the sign is to be attached or erected;
 - (3) Position of the sign in relation to nearby buildings or structures and other signs. Setbacks from rights-of-way, property lines and easements;
 - (4) One accurate scale drawing of the sign plans, specifications, and method of construction and attachment to the building or ground for the sign as well as a scale drawing of the site showing driveways, structures, existing and proposed signs and any other limiting site features;
 - (5) One color rendering of the proposed sign;
 - (6) Name of person, firm, corporation, or association erecting the sign;
 - (7) Name of business or activity at the address where the sign is to be erected if any;
 - (8) A copy of the occupational tax license for the business where the sign is to be erected;
 - (9) Complete calculations establishing the area of sign;
 - (10) Such other information as the director of planning shall require to show full compliance with this and all other ordinances of the city;
 - (11) Written consent of the owner of the building or lot upon which the sign is to be erected; and
 - (12) A written description of all other signs located on the lot indicating the sign type, size and placement.
- (c) *Fees.* Fees for authorizations and permits shall be as fixed from time to time by the city council.
- (d) *Notification.* The director of planning shall process all sign authorization and permit applications within 30 days of the city's actual receipt of a completed application and a sign authorization and permit fee. The director of planning shall give notice to the applicant of the decision of the city by hand delivery, by mailing to the address on the authorization and permit application, by email as provided on the application, or by fax as provided on the application on or before the 30th day after the city's receipt of the completed application. Notice shall be deemed to have been given upon the date of mailing (if mailed), date of emailing (if emailed), date of faxing (if faxed), or date of hand delivery (if hand delivered). If the city fails to act within the 30-day period, the authorization to erect the sign shall automatically be granted; however, the final permit procedure must be followed by the applicant.
- (e) *Denial.* In the event the director of planning determines or learns at any time that the applicant has not properly completed the application for authorization to erect the proposed sign, he shall notify the applicant

in writing within the 30 day period of such fact and shall automatically deny the application. In the event the zoning, or his designee, determines that all requirements for approval of the application for authorization have not been met, he shall then deny the application.

- (f) *Issuance of an authorization.* Upon the filing of an application for an authorization and permit and the payment of all necessary fees as required by this section, the director of planning shall examine all plans and specifications submitted and the premises upon which the proposed sign is to be erected, and if it shall appear that the proposed sign is in compliance with all the requirements of this article and all other ordinances and laws of the city, and if a business, that the business has registered and paid any tax due pursuant to the city's occupation tax chapter, he/she shall then issue an authorization to erect the sign pursuant to the application and any conditions placed upon the authorization by the city. If the work authorized thereby has not been completed within 180 days after the date of issuance and a final permit has not been requested in writing, the authorization shall become null and void and no final permit may be issued.
- (g) *Appeal procedure.* Any applicant who is dissatisfied by the director of planning interpretation of the sign ordinance may appeal such decision to the planning and zoning commission, pursuant to article VI, Appeals, section 80-255. Such appeal shall be in writing and shall be filed with the director of planning, within ten days of the decision being appeal. The planning and zoning commission will schedule the matter for hearing within 45 days of the appeal being filed, pursuant to section 80-273. The planning and zoning commission shall make its final determination on the appeal within ten days of the close of the hearing.
- (h) Within ten days after completion of the erection of a sign pursuant to an approved application and an authorization to erect, and within 180 days of the issuance of an authorization, the applicant shall deliver to the director of planning a written request for a final permit along with current and dated color photographs of each face of the sign (at least three inches by five inches in size) and a signed affidavit that the photographs are current and accurate photographs of the sign's faces as of the date on the photographs, that the sign was and is erected as described in the application as conditioned and authorized by the city, including the size, location, building materials, height and lighting. Within ten business days of the filing of a request for a final permit, the director of planning shall issue the final permit or deny the final permit because of the applicant's failure to properly and timely submit the written request for final permit, failure to properly and timely document the request, or failure to properly and timely erect the sign as described in the application conditioned and authorized by the city. Notification of a denial shall be effectuated pursuant to subsection (d) above, and the applicant shall have the appeal rights as provided at subsection (g). Failure of the director of planning to approve or deny the application for a final sign permit within said ten business days of the applicant properly and timely filing with the city a fully and properly documented application for final permit shall constitute an approval of the final permit.
- (i) An applicant who has failed to complete the erection of a sign within 180 days of the issuance of an authorization or who fails to request a final permit within ten days of erection of a sign pursuant to an authorization or who fails to apply for a final permit within 180 days of the issuance of an authorization or who's request for a final permit is denied, shall remove the sign or parts of the sign within 30 days of notice from the director of planning to remove the sign or parts of the sign. Failure to so remove the sign shall constitute a separate ordinance violation for each day that the sign or part of the sign is not removed from the proposed site and upon conviction, the applicant and/or owner or tenant of the sign site shall be guilty of an ordinance violation and shall be subject to fines or imprisonment as authorized by the city's Charter.
- (j) Furthermore, if the sign or part of the sign is not removed within said 30 days, the city may remove the sign or part of the sign and charge the applicant and/or owner of the site the cost of removal and disposal.
- (k) Any person aggrieved by a final decision of the city shall have the right of certiorari to the superior court within 30 days after the date of the written decision.

(Ord. No. 2013-08, § 1(exh. A), 6-10-2013; Ord. No. 2015-24, § 1(exh. A), 12-14-2015; Ord. No. 2015-27, § 1(exh. A), 12-14-2015; Ord. of 10-28-2019(1))

Sec. 80-431. Regulated signs.

(a) General regulations.

- (1) Changeable copy shall be limited to freestanding and monument signs in nonresidential zoning districts, and where specifically permitted in residential districts pursuant to section 80-431(c)(3).
- (2) Notwithstanding any other provision of this sign article, no sign, whether permitted as a regulated sign or an exempt sign, shall be permitted within 100 feet of the intersection of any state highway with any other state highway or major thoroughfare without the prior approval of the city engineer. Considering such application, the city engineer shall approve such a location only upon a determination that the proposed sign will not potentially obstruct the view of motorists or pedestrians so as to prevent their safety in traversing the intersection.
- (3) Any sign authorized by this chapter is allowed to contain noncommercial copy or commercial copy, except for traffic instructional signs.
- (4) Traffic instructional signs shall be placed by the owner at such locations and for such purposes as required by the city engineer. A traffic instructional sign plan shall be submitted to the city for approval by the city engineer with the master sign age plan for planned centers, shopping centers, office or industrial complex, or subdivision.
- (5) All signs or advertising devices not specifically designated as a sign exempt from permitting (section 80-436, Exempt signs) shall be a regulated sign under the sign ordinance. The director of planning is authorized to issue sign permits for any sign that meets the standards and limitations set forth herein.
- (6) Freestanding signs, as defined in subsection 80-427(b), which are permanent shall be permitted in non-residential zoning districts.
- (7) Wall signs, as defined in subsection 80-427(b), shall be permitted in nonresidential zoning districts.
- (8) Monument signs, as defined in subsection 80-427(b), shall be permitted in nonresidential zoning districts.
- (9) Illuminated signs (internal and external) shall only be allowed in freestanding, monument, and wall signs in non-residential districts, and where specifically permitted in residential districts pursuant to section 80-431(c)(2) and (c)(6).
- (10) Convenience stores and service stations with pump islands may have additional signage subject to the following limitations:
 - a. Two signs per canopy face with a maximum of eight square feet per sign.
 - b. Pump toppers (signs located under canopy over pump islands) shall be limited to no more than two signs per pump topper, not to exceed four square feet per pump.
 - c. Accessory car wash, if a separate drive-through car wash building is on site, two additional wall signs may be allowed not to exceed eight square feet each.

(b) Non-residential allowable signs. In non-residential zoning districts, signs shall be permitted as herein provided:

- (1) *Freestanding and monument signs.* Such property may contain one or more freestanding or monument signs as defined in subsection 80-427(b).

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- a. Platted lots with a single building shall be permitted a maximum of one 50-square-foot freestanding sign or monument sign for each public street frontage provided the lot meets the minimum lot width for the specific zoning district.
 - b. Platted lots with two or more street frontages with a single building shall be allowed to combine the square footage for each public street frontage, as provided for in section 80-431(b)(1)a., into one monument or freestanding sign on one of the street frontages; provided no such sign is larger than 64 square feet, with a smaller monument or freestanding sign on the secondary street frontage utilizing the remainder of the overall allowed monument or freestanding signage area.
 - c. For lots that contain more than 15 acres, if the public street frontage of the lot is 500 linear feet or more and if the lot has two or more entrances or exits on the public street for which it has frontage, one maximum 64 square feet sign may be substituted with two double-sided freestanding or monument signs not to exceed 32 square feet.
 - d. All such signs shall be located within a landscaped area. No sign shall be permitted to encroach in a parking area to such extent that the remaining parking spaces fail to meet the minimum standards of the zoning ordinance for off-street parking.
 - e. The maximum height of a freestanding or monument sign shall be as follows:
 1. Six feet in the AG, C-1, DTMU,, and O&I zoning districts.
 2. Twenty feet in the C-2, M-1, and M-2 zoning districts.
 3. For lots which are zoned PD, the district regulations in subsection (1) or (2) above will apply depending on the nature of the use upon the lot in the planned development. For example, if a use allowed in the C-2 district is allowed on a lot within a planned development, the sign regulations for the C-2 district will apply.
 4. For lots which are zoned P&O, the district regulations in subsection (1) or (2) above will apply depending on the nature of the use upon the lot in the public service district. For example, if a use allowed in the C-2 district is allowed on a lot within a public service district, the sign regulations for the C-2 district will apply.
 - f. Such signs shall not be located within 15 feet of a street right-of-way or within 40 feet of any other sign, structure, or building except temporary signs.
 - g. Changeable copy shall not exceed 20 percent of the area of the sign face.
 - h. Such signs are allowed only on lots:
 1. Upon which there is a building which is currently occupied pursuant to a current and valid city certificate of occupancy and the sign applicant and/or owner of the property has shown proof that the occupational tax has been paid in full; or
 2. Which is currently being developed under an active city building permit.
- (2) *Wall/building signs.* Such property may contain one or more wall/building signs as defined in subsection 80-427(b).
- a. Platted lots with a single building shall be permitted two wall/building signs not to exceed the lesser of ten percent of the gross wall area or 150 square feet total.
 - b. When calculating their allowed square footage, calculations shall be based on the façade with the primary entrance and/or architectural features of the building. Otherwise, the façade used shall be that façade which faces the public road of the greatest capacity. The classification of streets

set forth in chapter 71, Land development regulations of the city Code shall be the basis for determining street capacity.

If the linear footage of the façade with the primary entrance is at least 50 percent less than the linear footage of the opposite wall, then an average of the two measurements shall be used to determine the allowed square footage.

- c. The maximum area for a single wall/building sign shall not exceed the lesser of ten percent of the gross wall area or 150 square feet.
- d. Only one wall/building sign is allowed per wall.
- e. Wall/building signs are allowed only upon a building which is currently occupied pursuant to a current and valid city certificate of occupancy or which is currently being developed under an active city building permit.

(3) *Planned centers.*

- a. Freestanding or monument signs.
 - 1. Planned center developments shall be permitted a maximum of one 100-square-foot freestanding or monument sign for each street frontage.
 - 2. The maximum height of a freestanding or monument sign shall be as follows:
 - (i) Six feet in the AG, C-1, and DTMU zoning districts.
 - (ii) Twenty feet in the O&I, C-2, M-1, and M-2 zoning districts.
 - (iii) For lots which are zoned PD, the district regulations in subsection (1) or (2) above will apply depending on the nature of the use upon the lot in the planned development. For example, if a use allowed in the C-2 district is allowed on a lot within a planned development, the sign regulations for the C-2 district will apply.
 - (iv) For lots which are zoned PO, the district regulations in subsection (1) or (2) above will apply depending on the nature of the use upon the lot in the public service district. For example, if a use allowed in the C-2 district is allowed on a lot within a public service district, the sign regulations for the C-2 district will apply.
 - 3. Changeable copy shall not exceed 20 percent of the area of the sign face.
 - 4. Freestanding or monument signs are allowed only on lots upon which there is a building which is currently occupied pursuant to a current and valid city certificate of occupancy or which is currently being developed under an active city building permit.
 - 5. Planned center developments may apply for a landscape wall sign in lieu of a standard freestanding or monument sign. Such signage shall be consistent with the architecture and materials of the planned center and shall be subject to approval by the director of planning. The maximum permitted height of landscape walls where such signs are mounted is four feet and the sign copy, to ensure visibility, must be a minimum of six inches from the top, and 12 inches above ground level. Landscape wall signs may be internally or externally illuminated.
 - 6. Planned center developments shall also be permitted an entrance sign. Such signs shall be one double-sided freestanding sign located at each entrance of the development, each side of which shall not exceed 50 square feet signage area. The only permitted text on entrance signs shall be the name and street number of the planned center. The height of the sign

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shall not exceed six feet. All such signs shall be placed on private property and may not be placed within 15 feet of a right-of-way.

- b. Wall/building signs.
 - 1. Each planned center building with entrances accessible by multiple tenants such as an office building or similar use shall be permitted two wall/building signs not to exceed the lesser of ten percent of the gross wall area or 150 square feet total. Only one wall/building sign is allowed per wall.
 - 2. Each building or unit with a separate entrance with multiple treated façades, not accessible by other tenants located in a planned center, shall be permitted two wall/building signs not to exceed the lesser of ten percent of the gross wall area or 150 square feet total. Only one wall/building sign is allowed per unit wall.
 - 3. The maximum area for a single wall/building sign shall not exceed the lesser of ten percent of the gross wall area or 150 square feet.
- c. No permits shall be issued for buildings or units in a planned center unless and until a master signage plan for the planned center has been submitted and approved by the director of planning. The master signage plan shall indicate how all signage will be consistent in:
 - 1. Lighting.
 - 2. Colors.
 - 3. Fonts.
 - 4. Building materials.
 - 5. Location in relation to the primary building.
 - 6. Proportions.
- d. A non-subdivided industrial, office or commercial complex with multiple tenants shall be permitted one double-sided freestanding or monument sign at the complex entrance, each side of which shall not exceed 50 square feet signage area, per section 80-427. The height of the sign shall not exceed six feet.

(4) *Billboards and electronic or digital billboards allowed.*

- a. Billboards shall be at a minimum 72 square feet and not exceed 672 square feet and shall be located according to the following standards:
 - 1. All applications for billboards shall be accompanied by written permission of the owner of the property on which the proposed sign is to be placed, a site plan showing the proposed location of the sign, and a scale drawing of the sign.
 - 2. Along, and facing toward, I-85, or any other federal interstate highway, traffic only.
 - 3. Allowed only in lots zoned to an industrial or commercial zoning classification that have at least 400 feet of frontage on a federal interstate highway.
 - 4. At least 500 feet from all residential zoning districts.
 - 5. Maximum setback from I-85, or any other federal interstate highway, is 150 feet.
 - 6. Shall not exceed 75 feet in height.
 - 7. Minimum of 500 feet from any other billboard on the same side of street frontage.

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8. Minimum of 1,000 feet from any other electronic or digital billboard on the same side of street frontage.
 9. Billboards shall be erected only in the buildable area of the lot. No trees or other vegetation shall be cut or removed in locating or erecting a billboard.
 10. The lot on which the billboard is located shall have sufficient area to accommodate the fall zone, and excepting the sign, no buildings, structures, or appurtenances shall be contained in the fall zone.
 11. Billboards placed along interstates must obtain permission from the Georgia Department of Transportation.
 12. Inspections and maintenance. At least once every two years, an inspection report by a structural engineer licensed in the state must be submitted to the city engineer showing that the structural integrity of the billboard is intact. If the structural integrity of the billboard is not intact, the applicant and/or billboard owner shall, within 60 days from the date of the inspection report, take the steps required to make the billboard structurally sound and submit a second inspection report by a structural engineer licensed in the state to the city engineer showing that the structural integrity of the billboard is intact.
- b. Electronic or digital billboards shall be at a minimum 72 square feet and not exceed 672 square feet and shall be located according to the following standards:
1. For every electronic or digital billboard permit that is issued, two billboards owned by the permittee within the city limits must be removed within 180 days after the date of issuance of the authorization to erect the electronic or digital billboard. Failure to remove the two billboards within that time frame shall render the authorization to erect the electronic or digital billboard null and void;
 2. All applications for electronic or digital billboards shall be accompanied by written permission of the owner of the property on which the proposed sign is to be placed, a site plan showing the proposed location of the sign, and a scale drawing of the sign;
 3. Along, and facing toward, I-85, or any other federal interstate highway, traffic only;
 4. Allowed only in lots zoned to an industrial or commercial zoning classification that have at least 400 feet of frontage on a federal interstate highway;
 5. At least 1,000 feet from all residential zoning districts;
 6. Maximum setback from I-85, or any other federal interstate highway, is 150 feet;
 7. Shall not exceed 75 feet in height;
 8. Minimum of 1,000 feet from any other billboard on the same side of street frontage;
 9. Minimum of 5,000 feet from any other electronic or digital billboard on the same side of street frontage;
 10. The lot on which the electronic or digital billboard is located shall have sufficient area to accommodate the fall zone, and excepting the sign, no buildings, structures, or appurtenances shall be contained in the fall zone;
 11. Electronic or digital billboards shall be erected only in the buildable area of the lot. No trees or other vegetation shall be cut or removed in locating or erecting a billboard;
 12. Electronic or digital billboards placed along interstates must obtain permission from the Georgia Department of Transportation;

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13. Any permit for an electronic or digital billboard sign will include a maximum number of displays per cycle for the structure. No more than six displays per minute will be allowed;
 14. All such signs shall be programmed to automatically freeze in a single display in the event of a malfunction or computer error;
 15. Digital or electronic billboard signs must have a light sensing device that will adjust the brightness of the display as the natural ambient light conditions change. Dark backgrounds with light lettering or symbols are preferred between dusk and dawn to minimize detrimental effects. In any event, glare and excessive brightness in the field of view causes loss in visual performance or annoyance, to jeopardize health, safety or welfare, is to be avoided;
 16. Digital or electronic billboards may not operate at brightness levels of more than 0.20 footcandles above ambient light levels (at measurement conditions) as measured at a distance of 125 feet. If the digital or electronic billboard is located in the line of sight of a residentially occupied structure on a residentially zoned property, such electronic sign shall not operate at brightness levels of more than 0.1 footcandles above ambient light levels (at measurement conditions) as measured at the nearest portion of such residential structure;
 17. Such displays shall contain static messages only, changed instantaneously, through dissolve or fade transitions, or other subtle transitions that do not have the appearance of moving text or images;
 18. Any application for a revision to the sign or its display shall be evaluated by the director of planning. Regular copy changes are not considered revisions;
 19. The owner of said digital or electronic billboard sign shall provide to code enforcement, information for a 24-hour contact able to turn off the digital or electronic billboard sign promptly if a malfunction occurs. If, at any time more than 50 percent of the digital or electronic display lights malfunction or are no longer working, the owner of said billboard sign shall turn off the digital or electronic display until repairs are made;
 20. Inspections and maintenance. At least once every two years, an inspection report by a structural engineer licensed in the state must be submitted to the city engineer showing that the structural integrity of the electronic or digital billboard is intact. If the structural integrity of the electronic or digital billboard is not intact, the applicant and/or electronic or digital billboard owner shall, within sixty days from the date of the inspection report, take the steps required to make the electronic or digital billboard structurally sound and submit a second inspection report by a structural engineer licensed in the state to the city engineer showing that the structural integrity of the electronic or digital billboard is intact.

(5) *Electronic or digital signs/message boards.*

- a. Electronic or digital signs/message boards may be incorporated into the body of a freestanding or monument sign in the C-1, C-2, O&I, M-1 and M-2 zoning districts. In no case may electronic or digital sign/message boards exceed 50 percent of the total allowed signage for any property. The maximum sign face shall be 50 square feet, as per section 80-431(b)(1)a. above. The maximum sign face for a freestanding or monument sign in a planned center shall be 100 square feet, as per section 80-431(b)(3)a.1. above.
- b. The maximum height for such signs shall be as permitted in the specific zoning district per section 80-431(b)(l)c. above. The maximum height for a freestanding or monument sign in a planned center shall as follows per section 80-431(b)(3)a.2.:
 1. Six feet in the AG, C-1, and DTMU zoning districts.

2. Twenty feet in the O&I, C-2, M-1, and M-2 zoning districts.
3. For lots which are zoned P&O, the district regulations in subsection 1. or 2. above will apply depending on the nature of the use upon the lot in the planned development. For example, if a use allowed in the C-2 district is allowed on a lot within a planned development, the sign regulations for the C-2 district will apply.
4. For lots which are zoned PS, the district regulations in subsection 1. or 2. above will apply depending on the nature of the use upon the lot in the public service district. For example, if a use allowed in the C-2 district is allowed on a lot within a public service district, the sign regulations for the C-2 district will apply.
- c. The regulations for freestanding and monument signs set forth in sections 80-431(b)(l) and 80-431(b)(3)a. shall also be applicable to electronic and digital signs/message boards.
- d. Electronic or digital signs/message boards shall be prohibited in DTMU and the Highway 29 Overlay districts.
- e. The following provisions shall also apply to electronic or digital signs/message boards:
 1. Any permit for an electronic or digital sign/message board will include a maximum number of displays per cycle for the structure. No more than three displays per minute will be allowed. Images and messages must be complete in themselves without continuation in context to the next image or message or to another sign;
 2. All such signs shall be programmed to automatically freeze in a single display in the event of a malfunction or computer error;
 3. Digital or electronic signs/message boards must have a light sensing device and automatic dimming equipment that will adjust the brightness of the display as the natural ambient light conditions change. Dark backgrounds with light lettering or symbols are preferred between dusk and dawn to minimize detrimental effects. In any event, glare and excessive brightness in the field of view causes loss in visual performance or annoyance, to jeopardize health, safety or welfare, is to be avoided;
 4. Digital or electronic signs/message boards may not operate at brightness levels of more than 0.10 footcandles above ambient light levels (at measurement conditions) as measured at any property line adjacent to a residentially used or zoned parcel.
 5. Such displays shall contain static messages only, changed instantaneously, through dissolve or fade transitions, or other subtle transitions that do not have the appearance of moving text or images. Displays shall not be animated, intermittent, scrolling, and/or full video. Flashing, strobing, and/or racing shall be prohibited. No sign can be designed or displayed to imitate traffic safety lights and/or signs;
 6. Changeable messages or displays shall not flash, undulate, pulse, blink, expand, contract, bounce, rotate, spin, twist or otherwise move;
 7. Any application for a revision to the sign or its display shall be evaluated by the director of planning. Regular copy or text changes are not considered revisions; and
 8. The owner of said electronic or digital sign/message board shall provide to code enforcement, information for a 24-hour contact able to turn off the electronic or digital sign/message board promptly if a malfunction occurs. If, at any time more than 50 percent of the digital or electronic display lights malfunction or are no longer working, the owner of said sign shall turn off the digital or electronic display until repairs are made.

(6) *Other non-residential signs allowed.*

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- a. Each legal city lot in non-residential zoning districts shall be entitled to one stake sign, which may not be placed within a right-of-way.
 - b. Lots in non-residential zoning districts shall be entitled to one temporary single-face freestanding sign up to 24 square feet. The required permit may be issued for no longer than one year. For properties outside of the Highway 29 overlay district, the sign may not be placed within 15 feet of a right-of-way.
 - c. Window signs are permitted, except see limitations in Highway 29 overlay district signs. Window signs are not calculated as part of the overall signage allowed per property and must meet the sign material requirements of this chapter.
 - d. A lot zoned C-2 or PD, containing a licensed business which provides and utilizes a vehicle drive-through, may display one additional permitted single-faced freestanding sign per drive through lane not to exceed 35 square feet in sign area nor seven feet in height, in addition to the signage allowed in section 80-431, located adjacent to the drive-through lane with a font size no larger than three inches, and the message face of which is directed towards the motorist passing through the drive through lane. Such lot shall also be entitled to two stake signs, which may not be placed within a right-of-way.
 - e. Special temporary signs are permitted but only under the following conditions and requirements:
 1. Prior to use of such special temporary signs, and the erection and placement of any such temporary signs, an application for an annual permit shall be filed with the director of planning. Such signs shall be specifically described as to their construction, composition, and specific dates of display for that calendar year. Application for permit shall be approved or denied (with grounds therefore) in writing within 30 days of city receipt of complete application sent to applicant at address shown on application.
 2. A lot or unit shall be allowed a maximum of six special temporary signs per year, each of which shall be valid for 14 consecutive days.
 3. The maximum size allowance for all such signs used for an event shall be a total of 35 square feet.
 4. All such signs may be attached to the exterior wall or walls of a building or beneath an awning or attached to the ground. Outside of the Highway 29 overlay district, no such sign shall be placed within 15 feet of the street right-of-way. In all districts, no such sign shall be placed in any manner as to obstruct the view of motorists or pedestrians.
 5. All such signs shall be professionally made and properly maintained. Temporary signs shall not appear to be ripped, frayed, or in generally poor condition resulting from extended use.
 6. Temporary sign frames and related mounting hardware shall be removed when a sign is not permitted for display.
 7. The owner of a planned center may apply to the city for one common area sign, no larger than 30 square feet, for the planned center and its tenants located within the planned center. The common area sign shall be consistent with the architecture of the planned center and shall provide for removable sign panels. It shall be the responsibility of the planned center owner to coordinate with tenants on the use, maintenance and appearance of the common area sign.
 8. All special temporary signs shall comply with all other applicable regulations and conditions as set forth in this chapter.

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- (7) *Highway 29 overlay district signs.* The purpose of the Highway 29 overlay district sign ordinance [this subsection] is to ensure the district's signage is harmonious in proportion, form, color, and materials to the character of the overlay district. Visual relatedness is crucial to the goal of an integrated Highway 29 overlay district, which includes the historic downtown commercial district, and signs play a key role in helping to preserve this district's sense of time and place and achieve the desired effect of charm and compatibility. The ordinance allows businesses to maintain their individual identities, and also become identified with the overlay and downtown historic district as a whole. To resolve the technical and aesthetic questions of signage, and encourage high quality in design, the signs within this district shall comply with section 80-89 of the Highway 29 overlay district ordinance. Section 80-89 contains appropriate sign/design examples and is incorporated herein by reference.
- a. *Applicability.* This subsection shall apply only to those building structures and uses within the geographical boundaries of the Highway 29 overlay district, as established and defined in section 80-89 of the city's zoning ordinance.
 - b. *Compatibility.* As to signs, buildings, structures, and uses within the Highway 29 overlay district, when a provision of this section conflicts with any section in the balance of chapter 80 of the Code, the provision of this section shall control. Otherwise, to the extent reasonably possible, the provisions of this section shall be interpreted consistent with the provisions of the balance of chapter 80 of this Code.
 - c. *Signage standards.*
 1. *General.* Signage shall complement the architectural details of the building and shall not violate or otherwise obscure the architecture of the building to which it is attached. Signs, lettering, or boxed graphics shall not cut across columns, cornices, windowsills, arches or balconies, nor extend above the roofline of any building to which it is attached.
 2. *Lettering, size, and construction.* Letters can be painted or mounted directly on a signboard, storefront, wall or window, if in proportion to the storefront. Inside the Highway 29 overlay district businesses may utilize awning signs, A-frame and sandwich board signs, projecting/hanging/suspended signs, monument signs, wall/signboard signs, and window signs. Acceptable lettering materials include wood, stone, synthetic stone, metal, vinyl, dimensional plastic, acrylic, or high-density polystyrene foam. The overall design of all signage shall be compatible with the turn-of-the-century-theme. The typeset or lettering used shall be taken from, or compatible with, the typeset choices listed in Highway 29 overlay district ordinance, subsection 80-89(m).
 3. *Materials.* Signs may be constructed of concrete, brick, wood, stone, metal, glass, or synthetic materials that have the same appearance of the aforementioned natural materials due to their finish. All materials shall be compatible with the building's architecture and should be colorfast and resistant to corrosion. Signs shall be professionally finished in accordance with the material selected, whether by sanding, painting, staining and/or sealing, with the edges of the sign framed out and/or sealed.
 4. *Lighting.* All signs in the overlay district, whether freestanding signs or wall/building signs, shall only be illuminated by an external light source, and through craftsmanship and materials, shall reflect downtown district design aesthetics. (See Subsection 80-89(o) of the Highway 29 overlay district ordinance.)
 5. *Colors.* Signs, and all lettering, symbols, and embellishments contained therein, shall be furnished in colors either contained in or consistent with the typeset and color guide for the Highway 29 overlay district signage or from any commercially available historic color palette.

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6. *Awnings.* Decorative awnings over doors or windows are permitted in the historic district area and shall not be calculated as part of total signage area. Professionally applied lettering or symbols may be incorporated into the awning valance/drop flap; but, are restricted to 20 percent of the awning field. Awnings shall clear sidewalks by seven feet in height, and project no more than six feet from the building. Canvas or synthetic look-alike canvas is the only material permitted for decorative awnings. Metal or vinyl may be approved for functional awnings if the overall design is consistent with the historic district's turn-of-the-century theme. Awnings may not be backlit.
 7. *Projecting, hanging or suspended signs.* Hanging, suspended, or projecting signs are permitted in the historic area, and shall clear sidewalks by seven feet in height, and project no more than 36 inches from the building. Hanging or suspended signs should project from the wall at a 90-degree angle. Hanging or suspending signs over driveways, alleys, or parking areas is prohibited. Hanging, suspended, or projecting signs shall be limited to a maximum size of six square feet, and if double-sided, shall be calculated as only one sign. One hanging, suspended, or projecting sign per business street frontage is permitted, and shall be calculated as part of the total signage area allowed under section 80-431. Attractive hardware for hanging is encouraged.
 8. *Sandwich board signs (a.k.a. A-frame signs).* Movable sandwich signs, or A-frame signs, may be used in the overlay district one per building or unit. A sandwich board sign shall have a maximum height of four feet, and a maximum area of eight square feet on one side, and through design, paint, lettering, and materials, shall conform to the Highway 29 overlay district aesthetic standards. Sandwich board signs shall not be placed off-site or displayed in such a way as to block or hinder pedestrian traffic. Sandwich board signs may be placed upon public sidewalks; but, must leave a minimum of five feet width of sidewalks clear of obstructions for pedestrian traffic. Each building or unit at its main public entrance, used exclusively by said building or unit shall be permitted one sandwich board sign. The sandwich board sign must be placed only on the sidewalk in front of said building or unit or in the front yard of the building or unit. Such signs must be placed in front of the building or unit within 20 feet of the main public entrance of said building or unit. Sandwich board signs shall not be included within the overall amount of signage allowed.
 9. *Window signs.* Interior window signs, bearing lettered, numbered, or pictorial matter, shall not exceed 25 percent of the total window area exposed to public view. Window signs shall not be included within the overall amount of signage allowed.
 10. *Wall sign or signboard sign.* Wall signs and signboard signs shall be permitted if such signs meet the requirements of section 80-431(b)(2) and 80-431(b)(3)b.
 11. *Monument sign.* Monument signs shall be permitted if such signs meet the requirements of section 80-431(b)(1).
 12. *Air and gas filled devices.* Under the following guidelines, balloons are permitted to be used as a temporary enhancement to sandwich boards in the Highway 29 overlay district.
 - (i) Deflated or unsightly displays shall be removed immediately.
 - (ii) Balloons must be no larger than 12 inches in length or diameter.
 - (iii) Maximum number of balloons per unit or lot is three.
 - (iv) Maximum length of tether is 24 inches.
 - (v) Non-metallic balloons only.

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- (vi) All displays shall conform to the Highway 29 overlay district sign ordinance aesthetic standards.

13. *Electronic or digital billboards/signs/message boards.* Such signs shall be prohibited in the Highway 29 overlay district.

(c) *Residential allowable signs.* In residential zoning districts, signs shall be permitted as follows subject to the provisions herein provided:

- (1) Two stake signs per lot in residential zoning districts not placed within the rights-of-way.
- (2) Subdivisions shall be permitted one double-sided monument sign located at the entrance of the subdivision, but not within 15 feet of the public right-of-way, each side of which shall not exceed 35 square feet signage area, per section 80-427. The height of the sign shall not exceed six feet. All subdivision signs shall be placed on private property and may not be placed within 15 feet of a right-of-way. This sign may be externally illuminated.
- (3) Subdivision homeowner associations may have one 25-square feet changeable copy or glass covered freestanding sign located adjacent to the entrance to the subdivision's intersection with the public right-of-way and located within the common area owned by the homeowner's association but not interfering with sidewalks or streets, and the message face directed toward motorist and pedestrians who have entered the subdivision. These signs shall be placed in common areas and may not be placed on individual lots. The homeowner association sign shall be the responsibility of the elected officials of the homeowner's association. Subdivisions without elected homeowner association officers must have a designated person responsible for the sign.
- (4) The owner or the owner's designated agent (but not both at the same time) of a subdivision under development in which the owner of the subdivision owns one or more subdivision lots may obtain a permit, effective for up to one year, to display within the subdivision under development one temporary double-sided freestanding or monument sign with no more than 24 square feet of sign face per side. A planned center with one or two out-parcels is not a subdivision for purpose of this paragraph. The sign may not be placed within 15 feet of a right-of-way.
- (5) A lot zoned residential which is not within a subdivision platted pursuant to the city's subdivision regulations, and which is three acres or more in size, may display a permitted temporary, double-sided freestanding sign, with a sign face not more than 24 square feet per side. The required permit may be issued for no longer than one year. The sign may not be placed within 15 feet of a right-of-way.
- (6) Apartment complex, condominium complex, or other building with multiple residential dwelling units shall be permitted one double-sided monument or freestanding sign at the complex entrance, each side of which shall not exceed 35 square feet of signage area, per section 80-427. The height of the sign shall not exceed six feet. This sign may be externally illuminated.
- (7) Only one freestanding sign on a single-family zoned lot, with a face not to exceed 24 square feet per side.
- (8) Non-residential uses permitted in a residential zoned district that are in compliance with the zoning ordinance shall be permitted one double sided monument sign, with a face not to exceed 45 square feet per side, in lieu of the freestanding sign allowed per section 80-431(c)(7). This sign may be internally or externally illuminated. The height of the sign shall not exceed six feet.
 - a. The following provisions shall also apply to such signs:
 1. Changeable copy shall be allowed in such signs but shall not exceed 20 percent of the area of the sign face.

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2. Signs that are internally or externally illuminated may not operate at brightness levels of more than 0.10 footcandles above ambient light levels (at measurement conditions) measured at the nearest property line adjacent to residentially used or residentially zoned property.
 - (9) Unless specified otherwise within this section, the maximum height of any sign shall be four feet in the R-1, R-2, R-3, R-4, RM-12, and R-CT zoning districts.
 - (10) Changeable copy shall be prohibited, except where specifically permitted in subsection 80-431(c)(3) and (8) above.
 - (11) Illuminated signs (internal and external) shall be prohibited, except where specifically permitted in subsection 80-431(c)(2),(6) and (8) above.

(Ord. No. 2013-08, § 1(exh. A), 6-10-2013; Ord. No. 2014-05, § 1, 2-24-2014; Ord. No. 2014-23, § 1, 11-10-2014; Ord. No. 2015-24, § 1(exh. A), 12-14-2015; Ord. No. 2015-27, § 1(exh. A), 12-14-2015; Amend. No. 2015-TA-007, 12-14-2015; Ord. No. 2016-05, § 1(exh. A), 5-23-2016; Ord. No. 2017-02, § 1(exh. A), 1-23-2017; Ord. of 10-28-2019(1))

Sec. 80-432. Construction and maintenance requirements.

- (a) No sign shall be constructed in such a manner which will hinder vehicle traffic or pedestrians or block any entrances or exists from any sidewalk or building or any windows, doors, fire escapes. Each sign shall be securely erected and free of any protruding nails, tacks and wire.
- (b) No sign shall be constructed with any type material, finished letters, characters or surface that will reflect sunlight or any other type of light of such an intensity to hinder vehicle traffic or in any way create a nuisance to the surrounding area.
- (c) A sign containing wood in its structure, face or frame or any part thereof shall be painted or stained.
- (d) No wall sign or its supports shall protrude more than 15 inches from the wall on which it is mounted.
- (e) All signs shall be constructed in such a manner and fastened in such a way to prevent movement by wind action.
- (f) No wood, metal or any other type of supports for freestanding signs shall be less than four by four inches in size for each support or less than three inches in diameter if circular.
- (g) Wood signs shall be framed on the two sides attached to the supports, except for hanging and projecting signs allowed in the Highway 29 overlay district. Supports can be considered framing if the sign is so designed with supports as part of framing on both sign face areas.
- (h) Underwriters Laboratories (UL), FM approval tests or similar approval is required where applicable.
- (i) All signs shall be constructed and maintained in accordance with the provisions of the building code as adopted and from time to time amended by the city.
- (j) The illumination of internally illuminated signs shall not exceed 20 footcandles of incandescent light measured at a distance of ten feet from such structure; provided, however, the same may not exceed the maximum incandescent light measurement of the 2009 International Energy Code.
- (k) Externally illuminated signs shall be lighted so that no lights are positioned in such a manner that light glares or shines into the eyes of motorists or pedestrians as to create a hazardous or dangerous condition.
- (l) All internally and externally illuminated signs shall undergo an electrical inspection in accordance with National Electrical Code.

- (m) No wall/building sign shall cover wholly or partially any wall opening, nor project beyond the ends or top of the wall to which it is attached.
- (n) All special temporary signs shall be securely installed and shall meet all applicable safety standards as prescribed by the city's current building code or electrical code.
- (o) All signs at the entrance of complexes shall be placed on private property and may not be placed within 15 feet of a right-of-way.
- (p) Except for subdivision signs described in this article, all signs must be placed upon a lot, as defined in the city's zoning ordinance and the subdivision regulations. No sign may be placed on any lot, which lot does not meet the minimum lot requirements of the zoning ordinance and subdivision requirements.
- (q) No message or advertisement may be displayed on any portion of the structural supports of any sign.
- (r) All signs regulated by this article shall be kept clean, neatly painted, and free from all electrical and mechanical hazards, including, but not limited to, faulty wiring and loose connections, and the premises surrounding the signs shall be maintained by the owner in a sanitary and inoffensive condition, free and clear of all weeds, rubbish, and debris.
- (s) No sign shall be illuminated either internally or externally, in any residential district zoned except that entrance signs and subdivision signs may be externally illuminated from dusk until dawn.
- (t) All signs shall comply with the applicable provisions of the most current edition of the Georgia State Minimum Standard Electrical Code at all times.

(Ord. No. 2013-08, § 1(exh. A), 6-10-2013; Ord. of 10-28-2019(1))

Sec. 80-433. Enforcement.

- (a) *Enforcement personnel.* The enforcement of this article shall be within the jurisdiction of the director of planning, a police officer of the city, or the city's code enforcement personnel. The enforcement personnel shall have such powers as are to enforce and give effect to this article, including, but not limited to, the issuance of citations for violations of this article.
- (b) *Violation deemed public nuisance.* Any violation of this article is hereby declared to be a public nuisance. Improperly located signs or prohibited signs are hereby determined to pose an immediate safety threat and traffic hazard to members of the public traveling on city roadways.
- (c) *Repair of signs.*
 - (1) Any sign which has become dilapidated, or any sign which, due to poor maintenance or neglect, has become a visual blight, or by its condition and state of repair is deemed to be dangerous and is deemed to be a public nuisance. Upon the above determination, the director of planning shall cause notice of the same to be mailed by written notice, registered mail return receipt requested, to the owner of the sign if the same may be determined or to the owner of the property upon which said sign is located, that the owner shall be given 30 days from the date of receipt of such notice to repair the sign.
 - (2) If the sign owner or property owner fails to repair the sign so as to comply with the standards herein set forth within 30 days after such notice, the permit for such sign shall be revoked and the permittee or property owner shall be subject to the penalties set forth in this article, including but not limited to the removal of the sign by the city.
- (d) *Removal of signs with notice.*
 - (1) The enforcement personnel may order the removal of any sign that has been issued a permit and is in violation of this article, including a violation of subsection 80-433(c)(1) and (2) above, by written notice,

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registered mail return receipt requested, to the permit holder. The removal order shall be issued only after the appropriate party fails to comply with the terms of this article within five days after the receipt of written notice of noncompliance by the city or within ten days from the mailing of such notice if no receipt indicating acceptance is returned.

- (2) An aggrieved party may appeal the removal order or the notice finding the sign in disrepair within ten days from the date the notice was received to the planning and zoning commission.
 - (3) If the sign is not removed within 30 days after the order of removal or 30 days after the date any appeal of the order of removal becomes final, the enforcement personnel are authorized to remove or cause to be removed the sign and to collect the costs thereof as provided in this article.
- (e) *Removal of signs without notice.* The enforcement personnel or any other agent of the city having jurisdiction under the circumstances may remove or direct the removal of any sign in violation of this article without giving notice to any party, if such sign:
- (1) Is upon the public right-of-way or upon other public property; or
 - (2) Poses an immediate threat to the life or health of any members of the public; or
 - (3) The sign does not have a permit and is in violation of this article.

In the event that enforcement personnel remove or cause to be removed any sign under this section, criminal charges for such violation may be issued to any one or combination thereof of the following:

- (1) To the owner of the sign;
 - (2) To the erector of the sign;
 - (3) To the property owner upon which such illegal sign is located; or
 - (4) To the person or to the business entity who procured the erection of the sign.
- (f) *Charges to legal entity.* If the criminal charges shall issue to a legal entity registered to do business in any state, such as a corporation, limited liability company, partnership or the like, then in that case, the citation for such violation may be issued to both the legal entity and any or all of the officers or employees of the legal entity who are culpable of violating this article.
- (g) *Evidence in prosecution.* Any sign that is removed and confiscated by the enforcement personnel shall constitute evidence in any subsequent prosecution regarding the illegal sign. Each sign that is caused to be removed shall constitute a separate violation of this article.
- (h) *Costs of removal.* Removal of any sign as provided for in this section shall be without liability to the city, its officers, agents, servants and employees. The permit holder shall be primarily responsible for the costs of removal. If there is no permit holder, then the sign owner shall be responsible. If the sign owner cannot be found or cannot be determined, then the costs of removal shall be the responsibility of the sign erector and/or property owner or any other party that procured the erection of the sign. If payment or arrangement to make payment is not made within 60 days after the receipt of such statement, the code enforcement personnel shall certify the amount thereof for collection to the city attorney. Following such removal or repair, the county may collect the costs as provided in this subsection.
- (i) *Invalid permits.* The enforcement personnel may issue a removal order when it has been determined that a permit was improperly issued, that the permit was issued on the basis of misstatement of fact or fraud, that the sign has not been constructed in compliance with this article or with the specifications of the application or site plans, that the sign permit has expired or that the sign is otherwise not in compliance with this article. If a sign is not removed after receipt of a removal order by the owner of such sign or property, enforcement personnel may institute legal proceedings pursuant to this article against the property owner, sign owner, lessee, sign erector or a combination thereof.

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- (j) *Civil actions.* The enforcement personnel or any individual or entity whose property interests are directly affected may bring a civil action to seek injunctive and other relief to enforce this article.
 - (k) *Citations.* Any violation of this article may be tried upon citations issued by the enforcement personnel pursuant to O.C.G.A. § 36-32-10.2. Without limitation, sign erectors, sign owners and such other parties responsible for the violation may be cited for violation of any provisions of this article.
 - (l) *Penalties.* Any person who violates any section or provision of this article after the conviction upon a citation issued to the municipal court of the city shall be fined as per the fine schedule determined by the municipal judge, in accordance with O.C.G.A. § 36-32-5.
 - (m) *Remedies cumulative.* All remedies and penalties specified in this article are cumulative.
- (Ord. No. 2013-08, § 1(exh. A), 6-10-2013; Ord. of 10-28-2019(1))

Sec. 80-434. Prohibited signs and advertising devices.

The following signs and advertising devices are prohibited in all zoning districts of the city:

- (1) Air and gas filled devices, except see Highway 29 overlay district signs;
- (2) Animated signs;
- (3) Awning signs, except see Highway 29 overlay district signs;
- (4) Banners, unless permitted as special temporary signs;
- (5) Beacons;
- (6) Bench signs;
- (7) Signs with neon or neon accents;
- (8) Feather flag signs;
- (9) Inflatable signs and tethered balloons, except see Highway 29 overlay district signs;
- (10) Sign which displays obscene text, copy, message, pictures, forms or structures;
- (11) Flashing, intermittent, blinking, traveling signs or lights, except for authorized public safety and time and temperature signs;
- (12) Portable, mobile or trailer signs, except for authorized public safety and Highway 29 overlay district signs;
- (13) Roof signs or signs projecting above the roofline of a structure;
- (14) Sidewalk, sandwich signs, and A-frame signs, except see Highway 29 overlay district signs;
- (15) Signs located within a Railroad zoning district;
- (16) Signs on a public right-of-way or on city property except exempt traffic control signs and devices;
- (17) Signs which contain or are in imitation of an official traffic control sign or signal or contain the words "stop," "go," "slow," "danger," "detour," "speed limit," "yield" or similar words intended to direct or regulate traffic;
- (18) Signs affixed to utility poles, trees, street markers, and fence posts or placed on any curb, sidewalk, fence, hydrant, bridge or other surface located on public property or over or across any public street;
- (19) Signs that advertise or promote illegal activities;

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- (20) Signs that are erected, located or maintained in such a manner as to interfere with safe and free ingress or egress of any door or emergency exit or fire escape;
 - (21) Spectacular signs, including feather flag signs, streamers and pennants;
 - (22) Swinging or projecting signs, except see Highway 29 overlay district signs;
 - (23) Signs which obstruct sight of motorist or pedestrians so as to create safety hazards for motorists or pedestrians;
 - (24) Vehicle signs with a total sign area in excess of ten square feet, when the vehicle:
 - a. Or any part of the vehicle is parked within 100 feet of any street right-of-way, and the vehicle is not being actively loaded or unloaded, and there are other available and accessible locations on or about the occupancy advertised where the vehicle can be parked, which are not within 100 feet of a street right-of-way and visible from such; and
 - b. Is visible from the street right-of-way that the vehicle is within 100 feet; and
 - c. Is not regularly used in the conduct of the business advertised on the vehicle; a vehicle used primarily for advertising, and not for the purpose of providing transportation for owner, employees, inventory, merchandise, supplies or materials of the occupancy advertised on the vehicle, shall not be considered a vehicle used in the conduct of business. Vehicle may not be used for off-premises storage of inventory, merchandise, supplies, or materials.
 - (25) Any sign, including banners, not painted or manufactured by a professional artist or sign designer.
- (Ord. No. 2013-08, § 1(exh. A), 6-10-2013; Ord. No. 2016-05, § 1(exh. A), 5-23-2016)

Sec. 80-435. Grandfathered and nonconforming signs.

Grandfathered and nonconforming signs may continue in existence subject to the following restrictions:

- (1) No change may be made in the location, shape, height, size, or design of any nonconforming sign, except to bring the sign into compliance with the provisions of this article, and a sign permit granted.
- (2) The structure of a nonconforming sign shall not be replaced, expanded, or modified by another nonconforming sign, except that the substitution or interchange of sign panels, on nonconforming signs shall be permitted.
- (3) A nonconforming sign may not be reconstructed, replaced, or reset if it is removed by the owner or agent for the owner for any reason.
- (4) Any sign erected in violation of this article may be removed from any public right-of-way by duly authorized employees of the city, and the responsible party (sign applicant, sign owner or owner of the property where the sign is located) may be cited for such violation.
- (5) No additional sign or advertising device shall be erected on the same lot with an existing nonconforming sign until the nonconforming sign has been removed or brought into conformity with this article.
- (6) No sign permit may be granted to any applicant, where there exists on the subject lot a nonconforming sign, as defined in this article, an illegal sign, an unpermitted sign, a damaged sign, a sign in need of repair or painting, or a sign in violation of this article.
- (7) A nonconforming sign may not be replaced by another nonconforming sign except where such sign is damaged or destroyed by act of God or changed conditions beyond the control of the owner render the sign nonconforming or warrant the sign's repair.

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- (8) A nonconforming sign may not be expanded or altered in any manner that increases the degree of nonconformity.
 - (9) Destruction by any means of more than 50 percent of the appraised valuation of the sign shall require that the sign be reconstructed in conformity with the provisions of this section. The "appraised valuation" is the value of the sign prior to such destruction or damage having occurred, and shall be the appraised value established by the Fulton County tax assessor. If however, the appraised value has not been established by the Fulton County tax assessor, an independent appraiser shall establish the appraised value. The director of planning shall provide a list of four independent appraisers for the sign owner to choose from. It shall be the sign owner's responsibility to pay the cost of such appraisal.
 - (10) Destruction by any means of 50 percent or less of the appraised valuation of the sign shall not require that the sign be reconstructed in conformity with the provisions of this section. However, if a permit to reconstruct the sign is not obtained within 12 months from its destruction, the sign shall be reconstructed in conformity with the provisions of this article.
 - (11) Sixty days after a business is closed, if no new business is operating inside the same building or tenant space, non-conforming signs must be removed.

(Ord. No. 2013-08, § 1(exh. A), 6-10-2013; Ord. No. 2015-24, § 1(exh. A), 12-14-2015; Ord. No. 2015-27, § 1(exh. A), 12-14-2015; Ord. of 10-28-2019(1))

Sec. 80-436. Exempt signs.

The following signs and advertising devices are exempt from the permit requirements of this article but must in all respects otherwise comply with this article:

- (1) Window signs, as allowed by this article.
- (2) Flags (flag poles shall be considered as an "accessory structure" under the city's zoning ordinance as to the location and site of flag poles).
- (3) Two stake signs per lot in residential zoning districts, as provided in this article.
- (4) One stake sign per lot in non-residential zoning districts, as provided in this article.
- (5) Any sign inside a building, not attached to a window or door, that is not legible from a distance of more than three feet beyond the lot line of the zoned lot or parcel on which such sign is located.
- (6) Any public notice or warning required by a valid and applicable federal, state, or local law, regulation or ordinance.
- (7) Traffic control signs on private property, such as "stop," "yield," and similar signs, which meet state department of transportation standards.

(Ord. No. 2013-08, § 1(exh. A), 6-10-2013; Ord. No. 2016-05, § 1(exh. a), 5-23-2016)

Sec. 80-437. Variances.

- (a) *Limitations.* The planning and zoning commission shall be allowed to grant variances where a hardship has been demonstrated pursuant to the City of Fairburn Zoning Ordinance. Said variance or variances may only be granted as to number, set back, building material, height and size or sign style.
- (b) *Timing.* The planning and zoning commission shall hear and decide upon a variance within 90 days of the submission of a complete and accurate application.

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- (c) *Tolling.* In the event a variance is sought under this sign ordinance, the time to grant or deny a sign permit application under section 80-430 will be tolled.
 - (d) The mere existence of a nonconforming sign shall not constitute a valid reason to grant a variance.
- (Ord. No. 2013-08, § 1(exh. A), 6-10-2013)

Sec. 80-438. Severability.

Should any article, section, clause, or provision of this article be declared by a court of competent jurisdiction to be invalid, such action shall not affect the validity of the ordinance as a whole or any part hereof other than the part so declared to be invalid, it being the intent of the city council that each article, section, clause, and provision hereof be severable.

(Ord. No. 2016-05, § 1(exh. A), 5-23-2016)

Secs. 80-439—80-450. Reserved.

DIVISION 2. ART ADVISORY COUNCIL⁹

Sec. 80-451. Creation of an art advisory council; appointment and terms.

- (a) There is hereby created an art advisory council ("council") called the "City of Fairburn Art Advisory Council" consisting of seven members, including the following:
 - (1) Seven members, having one or more of the following qualifications: A professional in the field of art, landscape architect or land use planner, historian, residential citizen of the City of Fairburn, or business citizen of the City of Fairburn. They will be chosen for their demonstrated background, education and expertise in the visual arts, public art, architecture or related professions, art history or art critic.
- (b) Members shall serve four-year terms. In order to achieve staggered terms, initial appointments shall be two members for one year; two members for two years; and three members for four years. Members shall not receive a salary, although they may be reimbursed for authorized expenses directly incurred in the performance of the duties contained herein.

(Ord. No. 2013-08, § 1(exh. A), 6-10-2013; Ord. of 10-28-2019(1))

Editor's note(s)—An ordinance adopted Oct. 28, 2019 changed the title of § 80-451 from creation of an art and architectural advisory committee; appointment and terms to creation of an art advisory council; appointment and terms.

Sec. 80-452. Duties of the art advisory council.

- (a) The council shall have the duty and responsibility to review public art enhancement [PAE] throughout the City of Fairburn and to make recommendation on whether specific public art enhances or benefits the city

⁹Editor's note(s)—An ordinance adopted Oct. 28, 2019 changed the title of div. 2 from art and architectural advisory committee to art advisory council.

and/or community. PAE shall review for nonresidential and mixed use (including any nonresidential use) properties.

- (b) After making such review, the council shall make recommendations regarding the approval or disapproval of such applications to the director of planning or his/her designee. Recommendations on PAE in the Highway 29 Overlay District shall be based upon the compliance or noncompliance with the architectural design standards set forth in the Highway 29 Overlay District, section 80-89 of the Fairburn Code of Ordinances. The art advisory council shall have no authority to actually approve or disapprove any applications.

(Ord. No. 2013-08, § 1(exh. A), 6-10-2013; Ord. of 10-28-2019(1))

Sec. 80-453. Meetings; quorum; officers.

The art advisory council shall meet at such time and on such days as the council may deem convenient for the members. Four members present shall constitute a quorum. A quorum shall be required for the council to conduct any business. A recommendation shall be authorized where a majority of the members present at the meeting vote in favor of a recommendation. If no majority vote can be reached, then the council shall provide a written statement to the director of planning that the council was unable to reach a recommendation supported by the majority of the present members.

(Ord. No. 2013-08, § 1(exh. A), 6-10-2013; Ord. of 10-28-2019(1))

Sec. 80-454. Review procedure.

- (a) Upon receipt of a PAE located anywhere in the city, the art advisory council shall, within 15 days, review such application and make a written recommendation to the director of planning or his/her designee. If the art advisory council should fail to review an application within the 15-day time period specified herein, then the director of planning or his/her designee shall consider the application without the recommendation of the council.
- (b) PAE standards of review. The purpose of regulating art in public areas is to enhance the quality of the visual environment in the City of Fairburn community, both natural and constructed; and in so doing:
 - (1) To promote the historic, intellectual and aesthetic enrichment of the community through public art;
 - (2) To provide a variety of public art for the City of Fairburn;
 - (3) To approve public art enhancement which has aesthetic and/or technical merit and is appropriate in context to the location;
 - (4) To approve public art enhancement throughout the City of Fairburn in such a manner that it is visible and accessible to the Fairburn community.
- (c) Determining PAE benefit to community. In determining whether specific PAE enhances or benefits the City of Fairburn community, the council, under the direction of the director of planning and city administrator, shall consider the following criteria:
 - (1) PAE shall be located in areas where residents and visitors live, work or congregate and shall be visible and accessible by the general public.
 - (2) The council shall take into account appropriateness to the site, permanence of the work relative to environmental conditions, maintenance requirements and the enduring nature of the artistic statement.

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- (3) The selection should show sensitivity to the aesthetic, historic and cultural traditions of the City of Fairburn and also to the surrounding property's character.

- (4) In the Highway 29 overlay district, the PAE must be consistent with and reflect historical Fairburn.

(Ord. No. 2013-08, § 1(exh. A), 6-10-2013; Ord. of 10-28-2019(1))

Sec. 80-455. Conflicts of interest.

At any time the council reviews an application in which a member has ownership or other vested interest, that member will be forbidden from presenting, voting, or discussing the application, other than answering a direct question, and such member shall reveal all conflicts of interest to the council.

(Ord. No. 2013-08, § 1(exh. A), 6-10-2013; Ord. of 10-28-2019(1))

Sec. 80-456. Effect upon the director of planning.

Nothing contained in sections 80-451 through 80-455 shall interfere with the right and authority of the director of planning to review and approve or disapprove any applications at any time.

(Ord. No. 2013-08, § 1(exh. A), 6-10-2013; Ord. of 10-28-2019(1))

Editor's note(s)—An ordinance adopted Oct. 28, 2019 changed the title of § 80-456 from effect upon the planning and zoning commission and the zoning administrator to effect upon the director of planning.

Secs. 80-457—80-471. Reserved.

ARTICLE XIII. RESIDENTIAL INFILL¹⁰

Sec. 80-472. Definitions.

- (a) For the purposes of this section, the term "infill" shall apply to all single-family residential zoning within the districts.
- (b) For the purposes of this section, "accessory structure" shall mean detached garages, carports, storage sheds, etc. and shall meet the minimum setback requirements prescribed by the applicable zoning district. Said structures shall be constructed of similar building materials and orientation of the principal structure.
- (c) For the purposes of this section, the term "infill development" shall mean the construction of single-family dwellings and/or reconstruction of at least 25 percent of the exterior of a residential structure in neighborhoods in which at least 75 percent of the lots in the survey area have been developed. Infill development shall be required if a developer is building five or less homes. A single-family detached structure constructed on three acres or more is exempt from this chapter.
- (d) For purposes of this section, the term "survey area" shall mean:

¹⁰Editor's note(s)—Ord. No. 2012-04, § 1, adopted June 11, 2012, repealed ch. 80, art. XIII, §§ 80-472—80-494 and added a new ch. 80, art. XIII, §§ 80-472—80-476. Former ch. 80, art. XIII, pertained to telecommunication towers and antennas and was derived from Ord. No. 2008-10Z, exh. A, §§ 18.1—18.18, 19—23, adopted August 25, 2008.

The nearest ten surrounding single-family residential properties that are located on both sides, directly to the rear, and directly across the public right-of-way of the lot to be developed.

In the event that topography, zoning district boundaries, city limits, or other logistical matters render strict compliance with subsection (d) impossible, the director of planning and zoning shall determine the survey area as strictly as possible in compliance with subsection (d).

- (1) In order to establish and maintain compatibility among residential developments and to preserve the aesthetic qualities of neighborhoods, which serves to preserve the property values of all residential land owners and developers, promote the health, welfare and safety of neighborhoods, and preserve the tax base of the city, the design requirements detailed herein are hereby mandated for all residential infill developments, in addition to all other construction standards contained in this Code.
 - (2) The developer of a proposed infill development shall submit to the planning and zoning department, an infill compatibility survey, on the form provided by the planning and zoning department that illustrates the size, scale, and overall visual character of the structure including setbacks, height and basic architectural features of homes in the survey area. The applicant shall also submit labeled pictures of the survey area.
- (e) The minimum requirements for residential infill development, to be shown on the infill compatibility survey, shall be as follows:
- (1) *Height.* The maximum height is measured between the highest point along a roof or highest ridge line of a proposed home, and the slab or crawl space on grade. The height shall comply with the requirements of the applicable zoning district. For purposes of building height, chimneys, as well as flues, vents, pipes, antennae, and other small projections less than 24 inches in width/diameter (measured at the widest point) shall not be included in the above measurement.
 - (2) *Number of stories.* The number of stores shall comply with the height requirements of the applicable zoning district.
 - (3) *Orientation of the front door.* The home shall have its front entrance facing the street (if the lot faces more than one street, then facing the street that existing homes in the survey area face), and shall have no less than 25 square feet of framed window facing said street, or no less than 85 percent of the average square footage of framed window facing said street for homes within the survey area, whichever is less.
 - (4) *Orientation of the house.* The infill home shall have the same orientation to the streets as the majority (51 percent) of the existing homes within the survey area. Where the dimensions of the lot, or other site-specific obstacles, do not permit the same orientation as a majority of existing structures in the survey area, the property owner, or his or her representatives, may file for a variance with the planning and zoning commission, which variance shall be considered in conformance with the procedures and standards contained in article VI, Appeals.
 - (5) *Garages and carports.* Where a majority (51 percent) of existing homes have garages or carports within the survey area, the infill home shall include a garage or carport. The garage or carport frontage shall meet all setback requirements of the applicable zoning district. The orientation of garages and carports shall be consistent with the majority (51 percent) of such structures within the survey area. Where possible, garages and carports shall be oriented and entered from the side or rear of the infill home, and out of view of the public way. A detached garage within an infill development is considered an accessory structure and must comply with the infill standards and applicable zoning district.
 - (6) *Exterior materials.* The exterior materials of an infill development, including garages, carports and other accessory structures, shall conform to the following requirements:

- a. All exterior finishes shall be either brick, stone, masonry, wood, masonry composite, or such other similar exterior finish as may be approved by the director of planning and zoning.
- b. Where either brick, stone, masonry, wood, or masonry composite is used on a majority (51 percent) of existing homes in the survey area, the infill development shall include and reflect the majority (51 percent) of the homes' building materials on the front, sides and rear of the structure as demonstrated in the community and if visible from a public right-of-way.

(7) *Square footage requirements.*

Zoning District	Minimum Floor Area (Square Feet)	Maximum Floor Area (Square Feet)
R-1 (Single-Family Dwelling District)	2,000 square feet	4,000
R-2 (Single-Family Residential District)	1,800 square feet	4,000
R-3 (Single-Family District)	1,600 square feet	3,600
R-4 (Single-Family Residential District)	1,400 square feet	3,200

- (8) *Foundations.* Foundations shall reflect the character and style of homes in the survey area. However, no foundation shall have exposed concrete. Concrete foundations, where exposed, must be covered in stucco, brick or other approved masonry material used in the majority of the homes in the survey area.
- (9) *Fireplaces and chimneys.* Where the majority (51 percent) of existing homes in the survey area have fireplaces and chimneys, the infill home shall include fireplaces and chimneys to reflect the character and style of homes in the survey area. Chimneys shall be covered in stucco, brick or other approved masonry material, unless a different material is used in the majority (51 percent) of the existing homes in the survey area and shall terminate at finished grade.
- (10) *Front porch or stoops.* Where the majority (51 percent) of existing homes in the survey area have a functional front porch or stoop, or similar front entry feature, the infill home shall have such a feature. The inclusion of these features shall be consistent with the setbacks of the applicable zoning district. Architectural features and dimensions shall conform to those of the majority (51 percent) of homes in the survey area.
- (11) *Overhangs.* The roofs of all infill homes shall be constructed in such a manner as to provide soffits (i.e. the horizontal underside of the eaves) that extend a maximum horizontal distance of one foot beyond the face of the exterior walls.
- (12) *Lot frontage.* Lot frontage for infill homes shall not vary more than ten percent from the average lot frontage of existing homes in the survey area.
- (13) *Front yard setbacks.* The front yard setbacks shall comply with the requirements of the applicable zoning district.
- (14) *Landscaping.* Landscaping of the infill lot following construction of the dwelling shall be compatible and reflect the landscaping of the homes in the survey area, subject to the requirements of the tree

protection and landscape ordinance. Effect shall be made to preserve or replace specimen trees in accordance with the tree protection and landscape ordinance.

- (f) *Relief.* To apply for relief from any of these requirements, the property owner, or his or her representatives, may file for a variance with the planning and zoning commission. That variance shall be considered in conformance with the procedures and standards contained in article VI, Appeals.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. No. 2017-04, § 1(Exh. A), 5-22-2017; Ord. of 10-28-2019(1))

Sec. 80-473. Public participation program.

The public participation program is in place to ensure that applicants pursue early effective public involvement in conjunction with their petitions, ensure that the citizens of the city have an adequate opportunity to learn about petitions that may affect them, and to ensure ongoing communication between applicants, adjoining property owners, neighborhood groups, community associations and other organizations, elected officials and city staff. A minimum target area for public participation shall be a 500-foot radius from the affected property. At the director of planning and zoning's discretion, a greater distance may be required. Applicants are required to submit a public participation plan for meeting with interested citizens to advise residents of residential infill applications and to allow citizens the opportunity to discuss concerns and provide input about project design or development. An applicant's responsibilities are to inform the public, solicit input, and provide a summary of these activities in the form of a written report.

The requirement for a public participation plan does not give communities decision making powers. Applicants are encouraged to listen to the concerns of the community and seek to reach a consensus on the outstanding issues. A refusal by the community, as defined in section 80-474, to meet with applicants or to return the completed and signed departmental documents does not mean that the applicant fails to meet the requirements of the public participation program.

Public participation plans are required with all residential infill applications and must be filed simultaneously with the application. An application for building permit may be denied by the department of planning and zoning if the report is not submitted as required.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012)

Sec. 80-474. Public participation plan.

Every application for residential infill shall include a public participation plan.

Minimum Standards:

- (1) Identification of all property owners within 500-foot radius of the site, area neighborhood groups, community associations, other organizations and any political subdivision of the state (elected officials) which may be affected by an application. This list is known as the "community" for the purposes of public participation.
- (2) Detailed explanation of how interested parties, including but not limited to the community, will be informed of a residential infill. At the least, by certified mail and a sign posted on the property ten business days prior to the meeting.
- (3) Methods for providing opportunities for discussion with interested parties, including but not limited to the community, before meetings are held. Applicants are required to schedule at least one meeting at a convenient location and time and notify all interested parties, including but not limited to the community, of the purpose, place and time of meeting.

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- (4) Applicant's schedule for completion of the public participation plan.
 - (5) Site plan and sketches, including at least the building footprint and front and side elevations, of any structure to be built (the "site plan".)

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-475. Public participation plan report.

Every application for residential infill is required to provide a public participation report which shall include the items listed below:

- (1) Provide a list of all parties, including but not limited to the community, that were contacted, the methods of notification that were used, and copies of all notification letters.
- (2) Provide a copy of letter of notification to impacted adjacent property owner.
- (3) Provide dates and locations of all community and/or other meetings that were attended by the applicant to discuss an application. Attach meeting notices, letters, etc.
- (4) Provide the number of people who participated in meetings held to discuss an application. Attach sign-in sheets.
- (5) A summary of concerns and issues expressed by interested parties.
- (6) A summary of the applicant's response to concerns and issues.
- (7) A signed copy of the notification form, provided by the planning and zoning department, signed by both the applicant and a representative of the community or other interested parties presented to.
- (8) Applicant shall attach a copy of the site plan, as referenced in subsection 80-474(5), presented to the community representative and/or other interested parties.
- (9) Applicant shall bring to the community meeting copies of the site plan, as referenced in subsection 80-474(5), which can be distributed and kept by the community. (Size not to exceed 11 by 17 inches.)
- (10) Applicant shall conduct an additional community meeting if any modifications are made to the application after it has been reviewed by the appropriate property owners, neighborhood groups, community associations other organizations and any political subdivision of the state (elected officials) affected by the application.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))

Sec. 80-476. Community responsibility.

The affected community and/or other interested parties shall also fax, mail, e-mail or hand deliver to the department of planning and zoning a copy of the signed notification form by both parties in order to insure that the information submitted by the applicant reflects what was presented to the community and/or other interested parties. The form must be submitted within five days after the scheduled meeting. If the form is not submitted, the information submitted by the applicant will be deemed to be the information presented to the community and/or other interested parties. A refusal by the community and/or other interested parties to return this form does not mean that the applicant fails to meet the requirements of the public participation program.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012)

ARTICLE XIV. REGULATIONS FOR FENCES

Sec. 80-477. Fences.

- (a) *Intent.* This section is intended to promote the general health, safety and welfare of the residents of the city by regulating the height, location, design, construction and maintenance of fences within the city limits.
- (b) *Definitions.* For purposes of administering this section, the following interpretations and definitions shall apply; words and terms not explicitly defined in this section shall have the meanings given in section 80-492, and words and terms not explicitly defined in this section shall have the meanings given by common use and as defined in the latest edition of Webster's New Collegiate Dictionary:

Fence means a structure serving as an enclosure, a barrier, or a boundary, usually made of posts or stakes joined together by boards, wire or rails.

Fence height means the vertical dimension from the natural ground level to the top of the fence measured at any point along the length of the fence.

Natural ground level means the level of the ground prior to any recent manmade changes in the elevation of the ground. For purposes of administering this section, "natural ground level" shall also include the level of the ground established on any site plan or landscape plan approved in accordance with the city's review process for site plans and subdivision plats.

Yard, front means an unoccupied area extending the full width of the lot located between the front line and the front yard setback line. On corner lots, the front yard shall be considered as parallel to the street upon which the lot has its least dimension.

- (c) *Administration.*

- (1) *Primary responsibility.* The building official shall have the primary responsibility for administering this section.
- (2) *Permits.* A building permit shall be required for the construction or alteration of any fence. As a part of the permitting process, the building official shall review plans, issue permits, inspect installations, and in general secure compliance with the requirements of this section. All fences in the city must comply with the provisions of this section.
- (3) *Hazardous conditions.* If the building official determines that a hazardous condition exists in the city, he may require the installation of a fence adequate to protect the safety of the general public. If such a fence is required, it must also comply with the appropriate standards for the area in which it is located.
- (4) *Temporary fence.* The building official may permit the installation of a temporary fence at a construction site, if it is felt that the fence would be necessary to protect the public safety or would be necessary to provide proper security for the site. A temporary fence shall remain in place for no more than one year and must comply with the following conditions:
 - a. In residential zoning districts, a temporary fence shall not exceed six feet in height if located within any setback area.
 - b. In any commercial or industrial zoning district, a temporary fence shall not exceed eight feet in height if located within any setback area.
 - c. No signs shall be attached to any temporary fence.
- (5) *Enforcement.* The building official is responsible for the enforcement of this section.
 - a. If a suspected violation is reported, it will be investigated by the code enforcement officer.
 - b. If it is determined that a violation has occurred, the city shall notify the property owner of the violation as well as the steps that should be taken to correct the violation.

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- c. If the property owner does not agree to take immediate action to correct the violation, the city shall take any action as provided by law, including the issuance of a citation, to promptly and properly correct the violation.
 - d. A property owner may request a variance as provided in article VI of this chapter.
 - e. If a fence legally exists at the time of the enactment of this section, it shall continue to be allowed to exist as a nonconforming use, but must still be properly maintained.
 - f. If a nonconforming fence is substantially damaged or is allowed to fall into a state of disrepair, it shall be required to either be removed or brought into conformance with this section.
 - g. No nonconforming fence shall be extended in any way except as permitted by this section.
- (d) *General standards.*
- (1) All fences built or erected within the city shall conform to the standards specified in this section.
 - (2) No fence in excess of four feet in height shall be installed within 40 feet of the right-of-way of a major thoroughfare.
 - (3) For any zoning lot adjacent to a greenbelt or buffer that is required along a major thoroughfare, no fence in excess of four feet in height shall be installed within 35 feet of the right-of-way of that thoroughfare.
 - (4) No privately-owned fence shall be installed within any public street right-of-way or within any city-owned property.
 - (5) No fence shall be installed so that, in the opinion of the city engineer, it obstructs vision at any street intersection, or in any way creates a hazard to traffic.
 - (6) No fence shall be installed so that, in the opinion of the fire chief, it prevents or unduly restricts access to property for emergency purposes.
 - (7) If a fence is designed so that its structural supports are primarily on one side, that side must always be toward the interior of the property.
 - (8) Wire fencing may be attached to the interior of or made a part of any wooden, stone, brick, wrought iron, or other such non-wire-type fencing, where the other type fencing would not provide an adequate barrier to certain pets or animals. When so applied, the wire shall be vinyl coated or painted in a standard dark brown, dark green or black color. When used under these conditions, it shall not be considered a wire fence.
 - (9) If a fence is required by any governmental authority to provide for the safety and security of the residents of the city, that fence shall not be removed or otherwise left in an unsafe condition for any reason without the approval of the building official, and without proper precautions being taken to provide for continuous protection.
 - (10) It shall be the responsibility of the owner of the property on which a fence is located to maintain that fence in good and proper repair so that at all times it presents a neat and orderly appearance to surrounding property owners and to the general public.
 - (11) Any fence damaged by accident or an act of God shall be properly repaired within 90 days of the occurrence. Fencing required for public safety purposes shall be repaired immediately.
 - (12) Swimming pool fences shall be constructed in accordance with the specific requirements for pools, as indicated in the International Swimming Pool and Spa Code, latest edition.

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- (13) In those instances where fence height is limited to four feet, fences with intermittent decorative feature such as newels or finials may exceed four feet in height for those features, but in no case shall these features exceed more than four feet six inches in height.

(e) *Residential standards.*

- (1) The standards in this section shall apply to all fences in the following zoning districts: AG, R-1, R-2, R-3, R-4, R-CT, RM-12, RM-36 and PD.
- (2) No fence or portion of a fence shall exceed six feet in height; however, if a property owner wishes to install a tennis court or some other similar special-purpose facility, a fence not to exceed eight feet in height may be erected on the condition that the site plan for the special purpose facility is first approved in accordance with the city's site plan review process.
- (3) Unless further restricted by this section, no fence within a required side or rear setback area shall exceed six feet in height; however, if due to variations in topography or if the fence contains decorative features such as newels or finials, it may exceed six feet in height, but in no case shall it exceed seven feet in height.
- (4) No fence comprised of metal parts shall be installed in a residential area unless all exposed metal parts are vinyl-coated or painted a standard dark brown, dark green or black color to blend into the natural surroundings.
- (5) No fence in excess of four feet in height shall be installed within the required setback area that adjoins a street right-of-way. In addition, no fence in excess of four feet in height shall be installed within a residential front yard.
- (6) No fence installed in a residential front yard shall be constructed of any material that restricts the view through such fence by more than 50 percent of the total barrier as viewed from the street.
- (7) Except as provided in subsection (e)(8) of this section, no fence, which is constructed of wire, including chain link fencing, shall be installed between the principal structure on a residential zoning lot and any adjoining street right-of-way.
- (8) In AG zoning districts, fences constructed of wire may be constructed in the front yard, outside the required front setback area, except on those lots of three acres or less that are developed or intended to be developed for single-family residential use.

(f) *Commercial standards.*

- (1) The standards in this section shall apply to all fences in the following: O&I, DTMU, C-1 and C-2.
- (2) No fence or portion of a fence shall exceed eight feet in height, unless specifically approved in accordance with the city's site plan review process; however, in no instance shall any fence exceed ten feet in height.
- (3) No fence comprised of metal parts shall be installed in a commercial area unless all exposed metal parts are vinyl-coated or painted a standard dark brown, dark green or black color to blend into the natural surroundings.
- (4) No fence which is constructed of wire, including chain link fencing, and no fence in excess of four feet in height shall be installed between the principal structure on a zoning lot and any adjoining street right-of-way line. On a zoning lot with multiple street frontages, this restriction shall apply on all street frontages. On a zoning lot with no principal building erected on the lot, this restriction shall apply to required setback areas that adjoin a street right-of-way.

(g) *Industrial standards.*

- (1) The standards in this section shall apply to all fences in the following zoning districts: M-1 and M-2.

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(Supp. No. 23, Update 2)

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- (2) No fence or portion of a fence shall exceed ten feet in height.
 - (3) No fence comprised of metal parts shall be installed in a front yard setback area unless all exposed metal parts are vinyl-coated or painted a standard dark brown, dark green or black color to blend into the natural landscape.
 - (4) No fence which is constructed of wire, including chain link fencing, and no fence in excess of six feet in height shall be installed between the principal structure on a zoning lot and any adjoining street right-of-way line. On a zoning lot with multiple street frontages, this restriction shall apply on all street frontages. On a zoning lot with no principal building erected on the lot, this restriction shall apply to all required setback areas that adjoin a street right-of-way.

(Ord. No. 2014-20, § 1(exh. A), 8-25-2014; Ord. of 10-28-2019(1); Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Sec. 80-478. Reserved.

Editor's note(s)—Ord. No 2023-12, § 1(Exh. A), adopted July 24, 2023, renumbered the former § 80-478, which pertained to definitions, as art. XV, § 80-495. Inasmuch as there were already provisions so designated, said section has been codified herein as § 80-492 at the discretion of the editor. The historical notation has been retained with the amended provisions for reference purposes.

Secs. 80-479—80-491. Reserved.

ARTICLE XV. DEFINITIONS¹¹

Sec. 80-492. Definitions.

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

Access drive. A private road giving access from a public way to a building on abutting grounds.

Accessory outdoor dining area. Any area outside the gross floor area of the building or business where customers may be served, including, but not limited to, food or beverages, provided, however, that any attempt to enclose such outside area may be construed to have a parking requirement as required for inside seating.

Accessory use. A subordinate use which is customarily incidental to the principal use of a lot, and which is located on the same lot as a principal use.

Addition. A structure added to the original structure at some time after completion of the original structure.

Adjacent to interior line. A lot which has frontage on only one street and is located in between two lots.

Administrative permit. Any use authorized by an administrative permit shall be approved and permitted by the planning and zoning administrator whenever the proposed use complies fully with the requirements of the subject property's zoning district and standards.

Annexation. The incorporation of new land areas into the city limits.

¹¹Editor's note(s)—Ord. No 2023-12, § 1(Exh. A), adopted July 24, 2023, enacted a new art. XV, and renumbered the former arts. XV, distributed generation facility, and XVI, special event venues, as arts. XVI and XVII as set out herein.

Approved plan. A plan that has been given final approval by the appropriate authority.

Automobile service, major. Automobile repair services which generally require substantial replacement/repair of major components of an automobile. Examples of major automobile service include, but are not limited to, transmission repairs/replacement, paint and bodywork engine overhaul, and radiator repair.

Automobile service, minor. Automobile maintenance services which generally only require very brief adjustments and replacement of minor components. Examples of minor automobile service include, but are not limited to, tune-up, oil change, lubrication, brake repair, air conditioning system services, muffler replacement, and alignment. Minor automobile parking shall be defined further as no overnight parking permitted.

Automobile service station. A building or premises where products necessary for automobile service or maintenance are sold, provided there is no storage of automobiles, and only minor services are rendered, and all repairs are performed indoors. An automobile service station is neither a repair garage nor a body shop.

Automobile service station pumps. Service station pumps and pump islands: Service station pumps and pump islands may occupy a required yard adjacent to a street, provided that no portion of such pump island shall be closer than 25 feet to any street intersection.

Basement. The level below a floor of a building with a minimum of one-half of the total wall area below grade. A basement is not a story. The term basement is synonymous with cellar.

Bed and breakfast inn. A residence in which the frequency and volume of visitors are incidental to the primary use as a private residence and where guest-rooms or cottages or cabins are made available for visitors for fewer than 14 consecutive days. Breakfast is the only meal served and is included in the charge for the room.

Bedroom. Any room in a dwelling designed and intended for sleeping, separable from other rooms by a door.

Berm. A planted earthen mound, usually linear in shape.

Block. An area of land bounded by streets or by a combination of streets and public land, railroad right-of-way, waterway or any other barrier to the continuity of development.

Boarding house. A dwelling in which meals, lodging, or both are furnished for compensation to more than two but not more than ten non-transient persons.

Brewpub. An accessory use to a permitted restaurant where distilled spirits, malt beverages or wines are licensed to sell and where beer or malt beverages are manufactured or brewed for consumption on the premise and solely in draft form.

Brownfields. A tract of land that has been developed for industrial purposes, the reuse of which is complicated by the presence or potential presence of contaminants.

Buffer, general. A buffer achieved with natural vegetation or revegetated. A portion of a tract which is permanently set aside to provide a perceived or actual visual (or horizontal spatial) separation between the use on the tract and abutting tracts through the use of natural vegetation or other means including replanting or the provision of supplemental plantings or other visual screening elements or noise attenuation devices. Buffers shall remain undisturbed except as required to implement landscape enhancement.

Buffer, replanted. A buffer that has been replanted or enhanced to provide a perceived or actual visual separation between the use on the tract and the abutting tracts to achieve a visual screening or noise attenuation device (noise barrier walls).

Buffer, state waters. An area along the course of any state waters to be maintained in an undisturbed and natural condition.

Buffer, undisturbed. A natural undisturbed portion of a lot, except for approved access and utility crossings, which is set aside to achieve a visual barrier between the use on the lot and adjacent lots and/or uses.

Buffer, zoning. A natural undisturbed portion of a lot, except for approved access and utility crossings, which is set aside to achieve a visual barrier between the use on the lot and adjacent lots and/or uses. A buffer is achieved with natural vegetation and must be replanted subject to the approval of the director of the department of planning and zoning or his/her designated agent(s) when sparsely vegetated. Clearing of undergrowth from a buffer is prohibited except when accomplished under the supervision of the director of the public works or his/her designated agent(s).

Buildable area. The portion of a parcel of land where a building may be located and shall contain enough square footage to meet the minimum required by the zoning district. That portion which is not located in the minimum setbacks, utility corridors, driveways, slopes to build streets, tree save areas, landscape strips, specimen tree areas, state water buffers, zoning buffers, wetlands, storm water and sanitary sewer easements.

Building. Any structure with a roof designed or built for the support, enclosure, shelter, or protection of persons, animals, or property of any kind.

Building height. The average of two measurements of vertical distance from adjacent grade to the lowest and highest points of the roof of the highest story of a building.

Building line at lot width. A line within a lot along which the distance of the "lot width at building line" is measured; the front yard setback line.

Building permit. Written permission issued by the proper municipal authority for construction, repair or alteration of, or addition to, a structure.

Building setback line. A line formed by the front, side and rear lot lines, beyond which a building or any projection thereof, excluding uncovered steps, cannot extend.

Business services. Establishments primarily engaged in rendering services to business establishments on a fee or contract basis, such as, advertising and mailing; building maintenance; employment services, management and consultant services, protective services; equipment rental and leasing; commercial research; development and testing; and personal supply services.

Canopy. A roof-like cover, excluding carports, that either projects from the wall of a building or is freestanding.

Canopy tree. Any self-supporting woody plant of a species that grows to an overall height of at least 40 feet, usually with one stem or trunk and many branches.

Car wash, accessory. A customarily incidental use of an attached or detached bay for cleaning vehicles.

Car wash, principal. A primary or main use which provides space for cleaning vehicles.

Care facilities.

- (1) **Assisted living facility.** A facility which provides short- and long-term care room and board on a 24-hour basis for residents requiring assistance with daily living activities (such as, but not limited to, dressing, grooming, bathing, housekeeping, transportation, etc.) due to health or age-related conditions. Limited on-site medical care, as well as transportation assistance for medical appointments is generally provided. Licensed by the state department of human resources.
- (2) **Convalescent center.** A domiciliary care is provided to convalescing, chronically or terminally ill persons who are provided with food, shelter and care and not meeting the test of family. Convalescent homes are primarily designed to provide a home-like environment while patients recover from long-term illnesses or medical procedures. This use shall not include hospitals, clinics, or similar institutions devoted primarily to the diagnosis and treatment of the sick or injured. Licensed by the state department of human resources.

- (3) *Personal care home.* Any dwelling, whether operated for profit or not, which undertakes through its ownership or management to provide or arrange for the provision of housing, food services, and one or more personal services for two or more adults who are not related to the owner or administrator by blood or marriage. Licensed by the state department of human resources.
- (4) *Nursing home/hospice care facilities.* Means a home for aged or ill persons in which three or more persons not of the immediate family are provided with food, shelter, and care for compensation; but not including hospitals, clinics, or similar institutions devoted primarily to diagnosis and treatment. Licensed by the state department of human resources.

Cemetery, human. The use of property as a burial place for human remains. Such a property may contain a mausoleum.

Cemetery, pet. The use of property as a burial place for the remains of pets. Such a property may contain a mausoleum.

Certificate of occupancy (CO). A document issued by the building official indicating that a building has been constructed in accordance with all codes and provisions of this chapter, or that a legal variance to the codes and provisions of this chapter has been granted.

Certificate of zoning compliance. A document issued by the zoning administrator or its designee stating that a use of a building and/or land conforms to all provisions of this chapter or that a legal variance to the provisions of this chapter has been granted.

Check casher. An individual, partnership, association, or corporation engaged in cashing checks, money orders, or other drafts for a fee. Such fee may be payable in cash, in the form of exchange of value in excess of regular retail value, in the form of mandatory purchase of goods or services by patrons on a regular basis, which shall mean the check casher conducts such services more than ten times in any calendar month, or in the form of the purchase catalog items or coupons or other items indicating the ability to receive goods, services, or catalog items.

Check cashing establishment. Any establishment licensed by the state pursuant to O.C.G.A. § 7-1-700 et seq.

Church, temple or place of worship. A facility in which persons regularly assemble for religious ceremonies. This shall include, on the same lot, accessory structures and uses such as minister and caretaker's residences, and other uses identified under the provisions for administrative and use permits.

Cistern. An artificial reservoir (as an underground tank) for storing liquids and especially water (as rainwater).

City. The City of Fairburn, Georgia.

City council, mayor, and council. The mayor and council of the city.

Clear cutting. The removal of all vegetation from a property, whether by cutting or other means, excluding stream buffer requirements.

Clinic. A use where medical examination and treatment is administered to persons on an outpatient basis. No patient shall be lodged on an overnight basis.

Club, lodge, retreat, campground. A building or facility allowed with an administrative or use permit which provides space, food, and/or lodging facilities for and operated for social, educational, or recreational purposes.

Clubhouse, general. A non-profit social, educational or recreational use normally involving community centers, public swimming pools and/or courts, civic clubhouses, lodge halls, fraternal organizations, country clubs and similar facilities.

Clubhouse, neighborhood. Any club operated for recreation and social purposes solely by the residents of a specific neighborhood or community.

Cluster districts. A development pattern and technique where structures or building sites are arranged in close proximity to one another in non-linear groups to allow for the maximum number of residences under current residential zoning and subdivisions. This type of development protects natural resources and is typically adjacent to permanently preserved common open space, to make efficient and visually aesthetic use of the natural features of the landscape and maximize visualization of permanently preserved open space.

Code enforcement officer. The individual designated by the city administrator whose duty it shall be to enforce the provisions of this chapter.

Commissary. A licensed or permitted food service establishment that provides required services to a mobile food truck. A commissary may provide anything from a source for obtaining potable water and disposing of wastewater; storage for food and supplies; or cooking facilities to prepare the food for sale and consumption.

Community farming/gardens. Means an area of land managed and maintained by a group of individuals to grow and harvest food crops and or ornamental crops for personal use, consumption, or donation. Community gardens may be divided into separate plots for cultivation by one or more individuals or may be farmed collectively by members of the group and may include common areas maintained and used by group members.

Condominium. A type of ownership for multi-family dwelling units, attached or detached dwelling units, offices, or other space within a structure, as defined by the provision of O.C.G.A. title 44, chapter 3, article III (O.C.G.A. § 44-3-70 et seq.) in which each unit is independently owned and financed by the occupant, but in which all lands are owned in common on a proportional, undivided basis.

Cool roof. A cool roof is a reflective roof—A white or light-colored surface off of which sunlight will bounce, as opposed to a dark surface that absorbs the heat like a cast-iron skillet. The roofing material on a cool roof should also have a high emissivity, which means it easily releases heat.

Country inn. A facility, with the owner or innkeepers residing on the premises, where guest rooms are made available for visitors for fewer than 30 consecutive days. A country inn is distinguished from a bed and breakfast category in that it serves both breakfast and lunch or dinner.

Courtyard. An open-air area, other than a yard, that is bounded by the walls of a building. Courtyards are used primarily for supplying pedestrian access, light, and air to the abutting building(s). Site furniture, lighting, and landscaping are appropriate for courtyards. Vehicular access allowed for unloading and loading only. No vehicular parking or vehicular storage is allowed.

Crematorium. A facility for the reduction of remains to ashes by incineration.

Cul-de-sac. A street having only one connection to another street, and is terminated by a vehicular turn-around.

Curb cut. An opening along the curb line of a public right-of-way through which vehicles may enter or exit the roadway. Curb cut applies to access regardless of the existence of curbing.

Cutoff. A luminaire light distribution where the emission does not exceed two and one-half percent of the lamp lumens at an angle of 90 degrees above nadir and does not exceed ten percent at a vertical angle of 80 degrees above nadir.

Cutoff fixture. A luminaire light distribution where the candela per 1,000 lamp lumens does not numerically exceed 25 (two and one-half percent) at or above a vertical angle of 90 degrees above nadir, and 100 (ten percent) at or above a vertical angle of 80 degrees above nadir. This applies to all lateral angles around the luminaire.

Day care center. Any establishment operated by an individual, partnership, society, agency, corporation, institution or group, and licensed by or registered with the state as a group day care home or day care center, which enrolls therein for pay, for supervision and care, at a minimum three or more children or adults. Such facility may provide supervision, care, education, recreation, and specialized programming but does not provide overnight accommodations.

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- (1) *Adult day care facility.* Any facility, whether operated for profit or not, which undertakes through its ownership or management to provide or arrange for the provision of housing, food service and one or more personal services for three or more adults who are not related to the owner or administrator by blood or marriage for a period of less than 24 hours per day.
 - (2) *Child daycare center.* A use in which shelter, care, and supervision for three or more children under the age of 18 on a regular basis away from their residence for less than 24 hours a day. A child daycare facility may provide basic educational instruction. The term shall include nursery school, kindergarten, early learning center, play school, pre-school, and group day care home. Child daycare facilities shall be further differentiated by the following:
 - a. *Large.* A place operated by any person or group who receives therein for pay for supervision and care for fewer than 24 hours per day, without transfer of legal custody, 19 or more children under 18 years of age.
 - b. *Medium.* A place operated by any person or group who receives therein for pay for supervision and care for fewer than 24 hours per day, without transfer of legal custody, seven but not more than 18 children under 18 years of age.
 - c. *Small.* A private residence operated by any person who receives therein for pay for supervision and care for fewer than 24 hours per day, without transfer of legal custody, three but not more than six children under 18 years of age.

DBH (diameter at breast height). The diameter of a tree measured at a point four and one-half feet above grade.

Deed restrictions or covenants. Private stipulations or legal restrictions assigned to the use of land, contained in the deed to the property or otherwise formally recorded.

Density. The number of dwelling units per acre. The standard for calculating gross density shall be the number of dwelling units divided by the entire acreage of the lot. Net density shall be based on the lot acreage minus the area comprising the network of streets and sidewalks together with any required reservation of open space.

Development of regional impact (DRI) study. A review by the Atlanta Regional Commission and the state regional transportation authority of large scale projects that are of sufficient size that they are likely to create impacts beyond the jurisdiction in which each project will be located.

Development standards. Dimensional measurements as specified in zoning districts relating to such standards as yard setbacks, lot area, lot frontage, lot width, height and floor area.

District. A geographic section of the city within which the zoning regulations are uniform.

Driveway. A private road giving access from a public way to a house, garage, or other building on abutting grounds.

Dumpster. A metal container designed for receiving, transporting, and dumping waste materials.

Dwelling. A building or portion thereof used exclusively for residential occupancy, including one-family, two-family (duplex) and multi-family dwellings, but not hotels, boardinghouses, or rooming houses.

Dwelling, accessory. A detached dwelling unit meeting the single-family development standards and having a floor area of a maximum 800 square feet or less on the same lot as a primary dwelling. Accessory dwelling units are distinct dwelling units with independent kitchen facilities.

Dwelling, multi-family (includes multi-family residential unit). A dwelling unit within a building or set of buildings on a common lot containing separate living units for four or more families, having separate or joint

entrances, and including apartments and condominiums. These are specifically distinguished from units defined as single-family attached dwellings (townhouses).

Dwelling, single-family attached (includes townhouse). A residential structure designed to house a single-family dwelling unit from the lowest level to roof, with a private outside entrance, but not necessarily occupying an individual lot, and sharing a common wall adjoining other dwelling units.

Dwelling, single-family detached. A residential structure designed to house a single unit located on an individual lot which is not attached to any other dwelling unit by any means.

Dwelling unit. One or more rooms constructed with cooking, sleeping, and sanitary facilities designed for and limited to use as living quarters.

Easement. A grant or reservation by the owner of land for the use of such land by the others for a specific purpose or purposes by the public, the city, a corporation or other persons for specified purpose, and which must be included in the conveyance of land affected by such easement.

Environmentally adverse. Any use or activity which poses a potential or immediate threat to the environment and/or is physically harmful or destructive to living beings as described in the executive order 12898 regarding environmental justice.

Environmentally stressed community. A community exposed to a minimum of two environmentally adverse conditions resulting from public and private municipal (e.g., solid waste and wastewater treatment facilities, utilities, airports, and railroads) and industrial (e.g., landfills, quarries and manufacturing facilities) uses.

Erosion. The detachment and movement of soil or rock fragments, or the wearing away of the land surface by water, wind, ice or gravity.

Extended stay residential facilities, or other similar accommodations. A building designed for occupancy of six or more guest rooms, and where more than five percent of the guest rooms located therein contain a fixed cooking appliance.

Family. Means one or more persons related by blood, marriage, adoption, guardianship or other duly authorized custodial relationship, or up to three unrelated persons, occupying a dwelling unit and living as a single housekeeping unit, as distinguished from persons occupying a rooming, boarding house, lodging house, or a hotel.

Family day care home. A home occupation in which shelter, care, and supervision are provided for six or fewer persons on a regular basis. A family day care home may provide basic educational instruction.

Farm. A parcel of land which is used for the raising of animals (including fish) on a commercial basis, or non-commercial such as ranching, dairy farming, piggeries, poultry farming and fish farming; a facility for the business of boarding or renting horses to the public; or a site used for the raising or harvesting of agricultural crops such as wheat, field forage and other plant crops intended for food or fiber.

Fence. A structure serving as an enclosure, a barrier, or a boundary, usually made of posts or stakes joined together by boards, wire, or rails.

Fixed cooking appliances. Includes a stove top burner, a hot plate that does not serve as an integral part of an appliance designed solely to produce coffee, a conventional oven, or any oven producing heat using resistance heating elements, induction heating, or infrared heating sources; provided, however, a microwave oven shall not be considered a fixed cooking appliance.

Flag lot. A lot where frontage to a public street is provided via a narrow strip of land forming a pole or stem to the buildable portion of the lot.

Flood lamp. A form of lighting designed to direct its output in a specific direction with a reflector formed from the glass envelope of the lamp itself. Such lamps are so designated by the manufacturers and are typically used in residential outdoor area lighting.

Floodplain. Any land area susceptible to flooding, which would have at least a one percent probability of flooding occurrence in any calendar year based on the basin being fully developed as shown in the current land use plan (i.e., the regulatory flood).

Floor area. The floor area is the gross horizontal area of the several floors of a structure exclusive of carport, garage, basement, attic, open porches, and balconies. Only finished, conditioned living space can contribute to the minimum required floor area.

Frontage. The length of any one property line of a lot that abuts a public street right-of-way.

Future land use map. A map contained in the city comprehensive plan depicting the desired pattern of development by type of use. This map is referenced in all zoning decisions.

Garden center/landscaping business. A business whose primary operation is the sale and/or storage of seeds and organic and inorganic materials, which include, but are not limited to, trees, shrubs, flowers, and other plants for sale or transplanting, mulch, pine straw, and other organic products for landscaping purposes, and other limited related accessory products for gardening and/or landscaping and the storage and use of landscape vehicles with an approved use permit for landscaping business, plant nursery, or garden center with indoor retail component.

Golf course. A use of land for playing the game of golf. The term shall not include miniature golf, but may include a country club and a driving range as an accessory use.

Grade. The average elevation of the finished surface of the ground adjacent to the exterior walls of a building.

Green roof. The roof of a building that is partially or completely covered with vegetation and a growing medium, planted over a waterproofing membrane. It may also include additional layers such as a root barrier and drainage and irrigation systems.

Green space. Permanently protected land and water, including agricultural and forestry land that is in its undeveloped, natural state or that has been developed only to the extent consistent with, or is restored to be consistent with, one or more of the following goals:

- (1) Water quality protection for rivers, streams, and lakes;
- (2) Flood protection;
- (3) Wetlands protection;
- (4) Reduction of erosion through protection of steep slopes, areas with erodible soils, and stream banks;
- (5) Protection of riparian buffers and other areas that serve as natural habitat and corridors for native plant and animal species;
- (6) Scenic protection;
- (7) Protection of archaeological and historic resources;
- (8) Provision of recreation in the form of boating, hiking, camping, fishing, hunting, running, jogging, biking, walking, and similar outdoor activities; and
- (9) Connection of existing or planned areas contributing to the goals set out in this paragraph.

Greyfields. Economically obsolescent, outdated, failing, and/or under used real estate assets or land. The term was coined as a way to describe the sea of empty asphalt and "dead malls".

Gross acreage. The total acreage of a lot prior to making site improvements.

Group home for children. A dwelling unit or facility in which full time residential care is provided for children under the age of 17 as a single housekeeping unit. A group home must comply with applicable federal, state and local

licensing requirements. A group home may not serve the purpose of, or as an alternative to, incarceration. A group home for children shall be further differentiated by the following:

- (1) *Small.* A facility where care is provided for two or three unrelated children under the age of 17.
- (2) *Medium.* A facility where care is provided for four to six unrelated children under the age of 17.
- (3) *Large.* A facility where care is provided for seven to 15 unrelated children under the age of 17.
- (4) *Congregate.* A facility where care is provided for 16 or more unrelated persons under the age of 17.

Group home/shelter. A state licensed 24-hour residential facility functioning as a single housekeeping unit for the sheltered care of persons with special needs, which, in addition to providing food and shelter, may also provide some combination of personal care, social or counseling services and transportation. Bedroom suites shall not include kitchen facilities. For purposes of this chapter, group home/shelter shall not include those facilities which exclusively care for children under the age of 17.

- (1) *Small.* A facility where care is provided for two or three unrelated adults over the age of 18.
- (2) *Medium.* A facility where care is provided for four to six unrelated adults over the age of 18.
- (3) *Large.* A facility where care is provided for seven to 15 unrelated adults over the age of 18.
- (4) *Congregate.* A facility where care is provided for 16 or more unrelated adults over the age of 18.

Halfway house. Any dwelling used as a residence by individuals on parole, probation, or serving a criminal sentence on condition of house arrest, for the purpose of rehabilitation of the individual while transitioning back into the community.

Hardship. The existence of extraordinary and exceptional conditions pertaining to the size, shape, or topography of a particular property, because of which the property cannot be developed in strict conformity with the provisions of this chapter.

Height. The distance from grade to the highest point of an object.

Historic period lighting. Commercial lighting with an architectural design from the late 19th and early 20th centuries.

Home occupation. A low intensity type business conducted within or administered from a portion of a dwelling (see section 80-138).

Hospital. The provisions of in-patient health care for people, including general medical and surgical services, psychiatric care, and specialty medical facilities. Outpatient facilities are normally included.

Hotel/motel. A building in which lodging and/or boarding is provided for fewer than 30 days. The term may include a restaurant in conjunction therewith and may also mean an inn.

Impervious surface. Mainly artificial structures, such as pavements (roads, sidewalks, driveways and parking lots) that are covered by impenetrable materials such as asphalt, concrete, brick, stone, and rooftops.

Improvement. Any manmade object that becomes part of, is placed upon, or is affixed to real estate.

Industrialized (modular) housing. A single-family dwelling unit manufactured in one or more sections in accordance with the Georgia Industrialized Building Act of 1982, as amended and the rules of the commissioner of the state department of community affairs issued pursuant thereto. An industrialized or modular housing unit is designed for placement on a permanent foundation and does not have a permanent chassis, axle, or wheels. In addition, it is placed on a permanent foundation and is not intended to be moved at a later date.

Inoperable vehicle. A motorized vehicle incapable of immediately being driven.

Junk facility. See salvage/storage/junk facility.

Junked vehicle. Any wrecked or inoperative vehicle which:

- (1) Does not bear a current license plate;
- (2) Has not been capable of operating under its own power for a period exceeding 30 days; or
- (3) From which parts have been or are to be removed for reuse or sale.

Kennel. A use for the shelter of domestic animals where the shelter of these animals involves an exchange of revenue in which a business license is required. If the kennel is a non-business operation, its use shall be certified by the county animal control office.

Land development regulations. Standards to provide guidance and establish rules and regulations governing the development of lands within the corporate city limits.

Landfill, inert waste disposal. Disposal facility accepting only waste that will not or is not likely to cause production of leachate of environmental concern by placing an earth cover thereon. Such waste is limited to earth and earth-like products, concrete, cured asphalt, rocks, bricks, yard trash, stumps, limbs, and leaves. This definition excludes other types of industrial and demolition waste not specifically listed above. (Refer to the rules concerning solid waste management of the state department of natural resources, environmental protection division, as amended, for further definition.)

Landfill, solid waste disposal. A disposal facility accepting solid waste excluding hazardous waste disposed of by placing an earth cover thereon. Solid waste includes waste from domestic, agricultural, commercial, and industrial sources. (Refer to the rules concerning solid waste management of the state department of natural resources, environmental protection division, as amended, for further definition.)

Landscape strip. An area required by this resolution or by conditions of zoning which is reserved for the installation and/or maintenance of plant materials.

Large-scale retail/service commercial development. A retail/service commercial development with at least one large-scale retail structure but no more than four such structures whether freestanding or combined.

Large-scale retail/service commercial structure. An individual retail/service commercial structure that is 75,000 square feet or greater. This size threshold refers to an individual establishment and its associated outdoor areas used for display and storage.

Lawful use. Any use of lots or structure which is not in violation of any existing federal, state or local law, statute, regulation or ordinance.

LEED (leadership in energy and environmental design). Is an internationally recognized green building certification system, providing third-party verification that a building or community was designed and built using strategies intended to improve performance in metrics such as energy savings, water efficiency, CO2 emissions reduction, improved indoor environmental quality, and stewardship of resources and sensitivity to their impacts.

Licensed cashier of checks (check cashing facility). Any individual, partnership, association, or corporation duly licensed by the department of banking and finance to engage in this type of business.

Licensee. A licensed cashier of checks, drafts, or money orders.

Livestock. Used to refer (singularly or plural) to a domesticated animal intentionally raised in an agricultural setting to produce commodities such as food or fiber, or for its labor. The term generally does not include poultry, or farmed fish.

Live-work units. Buildings or spaces within buildings that are used jointly for commercial and residential purposes where the residential use of the space is secondary or accessory to the primary use as a place of work. Maximum size of the live-work unit shall be 1,200 square feet with at least one-third of the unit designated for residential space.

Loading space. An area within the main building or on the same lot, which provides for the temporary parking of vehicles for loading or unloading of people, goods, and equipment.

Loft, residential. A dwelling in combination with any permitted use in a non-commercial zoning district provided the dwelling is located above the first floor, with direct access to the street or other public area; the dwelling has at least 800 square feet of usable floor area, and the dwelling meets all the requirements of the building and fire codes.

Long-term storage. A truck, trailer or vehicle parked in the same parking space continuously for a period of 30 days or more.

Lot. An unsubdivided parcel or portion of land occupied or intended to be occupied by a common use or occupied or intended to be occupied by a building or group of buildings devoted to a common use, together with the customary accessory buildings and uses and open spaces belonging to the same, which has both lot area and lot dimensions equal to or greater than the lot width and lot area requirements established by this chapter for the zoning district in which such tract of land is located and for the use purposed for the tract of land.

Lot, corner. A parcel of land bounded on two or more adjacent sides by street right-of-way lines

Lot coverage. The total horizontal ground area of a lot that is occupied by all buildings on the lot.

Lot, double frontage. A lot having frontage on two streets that do not intersect at any point along the lot, as distinguished from a corner lot.

Lot, flag. A lot to which access to the bulk of the lot area is by means of a narrow, private right-of-way or driveway.

Lot frontage. The horizontal distance of a lot adjacent to a street right-of-way.

Lot line. A boundary of a lot. The term "lot line" may also be referred to as a property line.

Lot line, front. A lot line which extends the entire length of an abutting street from intersecting property line to intersecting property line. The front lot line of a corner lot has two front lines.

Lot line, rear. The boundary of a lot which is most distant from, and is, or is most nearly parallel to the front lot line; except that in the absence of a rear lot line as is the case of the triangular shaped lot, the rear lot line may be considered as a line within the lot parallel to and at a maximum distance from the front lot line.

Lot line, side. A lot line which is not a rear or front lot line.

Lot of record. An individual lot or lot which is a part of a subdivision, the map of which has been recorded in the office of the clerk of superior court of the county; or a parcel of land the deed of which has been recorded in the office of the clerk of superior court of the county.

Lot, substandard. A lot having less than the minimum area required by the district in which it is located, provided the lot was of record as a legally created lot on the effective date of the ordinance.

Lot, unlawful. Any lot-of-record which, at the time of recordation in the official records of the clerk of superior court, did not comply with zoning and subdivision laws in effect at that time.

Lot width. The horizontal distance between side lot lines measured at the minimum front yard setback line.

Lots, multiple frontage. Any lot having a property line adjacent to more than one public street right-of-way or private street shall be deemed a multiple frontage lot. Any rear or side setback that also fronts on a public right-of-way or private street shall have a setback depth equal to the minimum front setback depth specified for the appropriate zoning district.

Manufactured (mobile) housing. A dwelling unit fabricated in an off-site facility for installation or assembly at the building site, bearing a label certifying it is constructed in compliance with the Federal Manufactured Home and Standards Act, 42 U.S.C. §§ 5401—5445. Said dwelling unit is transportable and is delivered to a site on wheels

and then converted to a semi-stationary or stationary structure. As used herein, the terms "manufactured housing or mobile home" shall exclude any structure that falls under the definition of the term "industrialized housing".

Marquee. Any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building used for advertising or identification.

Massing. Varying the massing of a building may be achieved by varying the surface planes of the building with porches, balconies, bay windows, and/or overhangs, and/or stepping-back the buildings from the second floor and above, and/or breaking up the roofline with different elements to create smaller compositions.

Maximum lot coverage. The percentage of the gross acreage of a lot that may be occupied by a structure or structures. In calculating maximum lot coverage, gross acreage shall not include floodplains or slopes in excess of 30 percent.

Medical related lodging. A use which provides temporary lodging for family members of a hospitalized patient.

Minimum building separation. A required space between any two buildings on the same lot that are used for multi-family or nonresidential purposes.

Miniwarehouse. A building or portion thereof used for dead storage, mainly of the excess personal property of an individual or family, but also of small amounts of goods or merchandise for business or individuals. Miniwarehouse shall not include retail sale on the premises, commercial repair or other services, manufacturing or any other commercial use.

Mixed-use. A building or groups of buildings under one ownership designed to encourage a diversity of compatible land uses, which include a mixture of two or more of the following uses: retail, office and institutional, and/or service, and residential.

Mobile food truck. A retail food establishment that reports to and operate from a commissary and is readily moveable. Said mobile food truck shall be a motorized wheeled vehicle which includes a self-contained kitchen where food is prepared or stored and from which food products are sold and dispensed.

Mobile home. Prefabricated homes built in factories, rather than on-site, and then taken to the place where they will be occupied. Being built on a permanently attached chassis with highway-grade wheels and tires, they are usually transported by being pulled behind a tractor-trailer over public roads to a home site.

Mobile home park. Use of property for two or more mobile homes for living purposes, and spaces or lots set aside and offered for use for mobile homes. Does not include mobile home sales lot.

Modification, administrative. An application requesting change to an approved condition of zoning or use permit, except for conditions that pertain to a change in use, increase in density, and/or increase in height.

Modification, zoning. An application to change approved zoning conditions on rezoning and use permits where it has been determined by the zoning administrator that the requested change involves a matter of significant public interest.

Modular building. A transportable, nonresidential building fabricated in an off-site facility for installation or assembly at a separate building site.

Modular home. A factory-fabricated, single-family dwelling built in one or more sections, designed for placement on a permanent foundation and not having a permanent chassis. A modular home is not a mobile home.

Multi-tenant. Two or more businesses that provide goods and/or services within separate structures located on the same site or within the same structure, that provides wall separation and private access for each business.

Nightclub. An establishment having a capacity of at least 100 persons, with all booths and tables unobstructed and open to view, dispensing alcoholic beverages and in which music, dancing or entertainment is

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conducted. All such establishments shall be equipped with air conditioning. The principal business of a nightclub shall be entertainment, and the serving of alcoholic beverages shall be incidental thereto.

Nonconforming (grandfathered) lot, use, or structure. A use, lot or structure that was nonconforming at the time of the adoption and does not now meet the minimum requirements of the district in which it is located. Also, a use, lot, or structure which has been made nonconforming by some city or state action. Any change or addition to a use, lot, or structure must comply with current provisions of this chapter.

Official zoning map. The most current map depicting the district designation of all lots in the city, controlling their use and development, as attested by the city clerk.

Off-premises. A location outside of the subject lot for a designated use.

Off-site. The location of a structure or use outside the lot-of-record of the subject development including the adjoining street or other right-of-way.

Off-street parking space. A paved, off-street area adequate for parking an automobile, with appropriately related access to a public street or alley and associated maneuvering room.

Office, temporary. A mobile, manufactured or other structure which is used as an office for real estate sales, on-site construction management and related functions. Requires an administrative permit under temporary structures.

On-premises. The individual lot-of-record on which the use is located.

On-site. The location of a structure or use within the confines of a property delineated by property lines or, if referenced in a zoning or use permit case, within the confines of the boundaries of the legal description filed with the petition.

Open space. A portion of a site which is permanently set aside for public or private use and will not be developed. The space may be used for passive or active recreation or may be reserved to protect or buffer natural areas. Open space may include wooded areas other than required landscape strips and buffers, pathways/walkways, fields, and sensitive environmental areas such as wetlands, etc. Detention facilities and platted residential lots shall not be included in open space calculations.

Outdoor display. The outdoor display of products actively available for rent or sale within the principle business facility. This definition does not include products in shipping boxes, crates, on pallets, or other shipping containers, or any construction equipment which shall be considered outdoor storage.

Outdoor storage. The outdoor storage of products, whether for sale, rent or processing for a period exceeding 24 hours. This definition includes any products on pallets, in shipping containers, in or on crates, any construction equipment, any goods, junk, material, merchandise, or vehicles.

Outparcel (spin-site). A portion of a larger parcel of land generally designed as a site for a separate structure and business from the larger tract. An outparcel may or may not be a subdivision of a larger parcel. To be recognized as an outparcel, the portion must be identified on a site plan approved for the larger parcel.

Owner. An individual, firm, association, syndicate, partnership, or corporation having sufficient vested legal property rights in the property for which they seek an action under this chapter.

Parcel. An area of land having one continuous boundary held by one owner and recorded with the clerk of the superior court of the county.

Park land. Land within or suitable for public parks; land for noncommercial park, recreation or open space purposes;

Parking lot. An area which is used for the parking of vehicle.

Parking space. An area designated for the parking of one vehicle on an all-weather surface. All residential development shall provide two spaces per dwelling unit.

Path. A cleared way for pedestrians and/or bicycles that may or may not be paved or otherwise improved.

Pavement. An area of brick, stone, concrete, or asphalt placed on the surface of land sufficient for vehicular use, and that portion of a street right-of-way having an improved surface.

Pawn shop. A business that lends money at interest on personal property deposited with the lender until redeemed.

Permitted use. An activity conducted on a lot that is among those activities allowed as a matter of right under the zoning district of this chapter in which the lot is located, subject to the applicable regulations of the district.

Personal services. Establishments primarily engaged in providing services involving the care of a person or his or her personal goods or apparel.

Pervious lot paving. Pervious paving materials include pervious interlocking concrete paving blocks, concrete grid pavers, perforated brick pavers, and compacted gravel. It is used to reduce the imperviousness of firm surfaces such as patios, walkways, driveways, fire lanes, and parking areas, for the purpose of reducing surface runoff and increasing infiltration.

Plant nursery. Any land used to raise trees, shrubs, flowers and other plants for sale or transplanting, but not including the retail sale of any related garden supplies such as chemical fertilizer, tools and other similar goods and/or equipment. See garden center/landscaping business for retail component.

Plat, final. The permanent plan documenting the approved subdivision of land as defined in the city subdivision regulations, indicating the proposed layout of the subdivision, together with all site improvements.

Plat, preliminary. An initial plan for the subdivision of land as defined in the city subdivision regulations, indicating the proposed layout of the subdivision.

Porch. A roofed open structure projecting from the exterior wall of a building and having at least 70 percent of the total area of the vertical planes forming its perimeter unobstructed in any manner except by insect screening between floor and ceiling.

Principal use. The primary activity on a lot distinguished from a secondary or accessory use.

Property. When used in conjunction with an application for rezoning, an area of land composed of less than one lot, or of accumulations of one or more lots, or parts thereof.

Protected zone. All lands that fall outside the buildable area of a parcel, all areas of a parcel required to remain in open space, all areas required as landscape strips and/or buffers (including zoning buffers, state water buffers and tributary buffers) and all tree save areas according to the provisions of the Fairburn zoning ordinance, conditions of zoning, use permit or variance approval, and/or the tree protection, landscaping and maintenance ordinance.

Public art/creative placemaking. Works of art in public places (usually outside and accessible to all) can take form in various sizes and scales and can be temporary or permanent. Public art/creative placemaking can include murals, sculpture, memorials, integrated architectural or landscape architectural work, community art, digital new media, and performances and festivals. Public art/creative placemaking can be integrated into community revitalization work by placing arts and culture at the table with land-use, transportation, economic development, education, housing, infrastructure and public safety strategies.

Public notice. Information conveyed to the general population concerning any provision of this chapter or its application to real property in the city of the city appearing on affected property or in a paper of general circulation. Such notices are used primarily to announce the time, place, and nature of a hearing during which city officials will publicly debate such matters.

Rain barrel. A barrel used as a cistern to hold rainwater. A rain barrel catches and stores runoff rainwater from the roof which can be used to water the lawn or garden.

Rain gardens. A planted depression that allows rainwater runoff from impervious urban areas like roofs, driveways, walkways, parking lots, and compacted lawn areas the opportunity to be absorbed. This reduces rain runoff by allowing stormwater to soak into the ground.

Recreational court, private. An improved area designed and intended for the playing of a game or event such as basketball or tennis, and which serves a single-family dwelling(s), duplex dwellings and/or multi-family dwellings, or combinations of dwelling types, including such improved areas which are owned and/or controlled by a neighborhood or similar organization. A basketball goal adjoining a driveway of typical residential driveway dimensions shall not constitute a recreational court.

Recreational court, public. An improved area designed and intended for the playing of a game or event such as basketball or tennis, and is operated as a business or as a club unless such club is a neighborhood club or similar organization identified under recreational court, private.

Recreational facilities. Includes parks, recreation areas, golf courses, playgrounds, recreation counters (indoor and outdoor), playing fields, and other similar uses or facilities.

Recreational vehicle. A vehicle used for leisure time activities and as a dwelling unit while traveling. Examples include a camper, a motor home, and a travel trailer.

Recycling center, collecting. Any facility utilized for the purpose of collecting materials to be recycled including, but not limited to, plastics, glass, paper, and aluminum materials.

Recycling center, processing. Any facility utilized for the purpose of collecting, sorting, and processing materials to be recycled including, but not limited to, plastics, glass, paper, and aluminum materials. A recycling center is not to be considered a landfill.

Rehabilitation center. Shall include rehabilitation centers for persons with alcohol, drug abuse or other dependency problems or mentally or physically handicapped persons.

Relocated residential structure. A dwelling which has been removed from one location for relocation to another lot.

Repair garage, truck, and heavy equipment. A use which may provide a full-range of repairs and services including major overhauls on trucks and heavy equipment. Includes paint and body shops.

Resident. Any person who is a member of the family residing in the dwelling unit, takes substantially all of his overnight lodging at the dwelling unit, stores substantially all his personal belongings in the dwelling unit, and uses the address of the premises as his address for legal purposes such as voter registration, and payment of personal property taxes.

Residential use dwelling. Any building or portion thereof where one actually lives or has his home; a place of human habitation.

Restaurant. A food service use which involves the preparation and serving of food to seated patrons. A cafeteria shall also be considered a restaurant. The restaurant seating area must be at least 40 percent of the gross square footage of the restaurant facility. Seating space located outside of the main structure (i.e. patios, decks, etc.) shall not be included in calculating the seating space.

Restaurant, drive-through. An establishment that allows customers to order and pick up food and/or beverages through a window, in a designated lane, while remaining in their vehicles, regardless of whether it also serves food and/or beverages to customers who are not in motor vehicles, for consumption on or off the premises. Restaurant with curbside ordering and pickup of food and/or beverage is not considered a drive-through restaurant.

Restaurant, fast food. Fast food establishments refer to buildings used for the preparation and sale of ready-to-eat food. Fast food restaurants are characterized by a limited menu of food prepared quickly (often within a few minutes), and sometimes cooked in bulk in advance and kept hot, with minimal table service. Fast food restaurants often serve hamburgers, french fries, pizza, hot dogs, chicken, sub sandwiches, tacos, ice cream, coffee, milkshakes, etc.

Retail or service establishments. An establishment that sells services or goods to meet the everyday needs of the community. Such establishments may include grocery stores, hardware stores, clothing stores, furniture stores, restaurants, hotels, watch repair establishments, barber shops, and other such local establishments. Retail or service establishments may sell goods as an incidental service when necessary. Retail or service establishments may sell products as a secondary service to the primary business activity.

Retail use. A business whose primary purpose is the sale of merchandise to consumers.

Right-of-way. An area of land specifically designated for use as a public street or sidewalk; utility, railroad, interstate or transmission corridor; landscaping and street furnishings; or other public purpose.

Roadside produce stand. A use offering either farm-grown, prepared food products such as fruits, vegetables, canned foods, or prepared packaged meats for sale from a vehicle or a temporary structure. The consumption of food on-site is prohibited.

Roadside vending. The sale of merchandise such as clothing, crafts, household item, firewood, etc., from a temporary table or cart.

Rooming house. A residential use other than a hotel or motel in which lodging may be provided to non-household members for periods of 30 days or longer, and which does not include the provision of meals.

Rural. Rural applies to sparsely settled or agricultural country areas that are not urbanized.

Salvage/storage/junk facility. Any use involving the storage or disassembly of wrecked or junked automobiles, trucks or other vehicles; vehicular impound lots; storage, bailing or otherwise dealing in scrap irons or other metals, used paper, used cloth, plumbing fixtures, appliances, brick, wood or other building materials; and the storage or accumulation outside of a storage building of used vehicle tires or tire carcasses which cannot be reclaimed for their original use. Such uses are storage and/or salvage facilities whether or not all or part of such operations is conducted inside or outside a building or as principal or accessory uses. State approval is required for all sites utilized for reclamation and/or disposal of toxic and/or hazardous waste.

Satellite dish. A round, parabolic antenna designed to receive signals from orbiting satellites. Noncommercial dish antennas are defined as being less than four meters in diameter.

Scale.

- (1) Refers to the relationship of the size of a building to neighboring buildings and of a building to a site. In general, the scale of new construction should relate to the majority of surrounding buildings.
- (2) A linear scale, also called a bar scale, scale bar, graphic scale, or graphical scale, is a means of visually showing the scale of a map, nautical chart, engineering drawing, or architectural drawing.

School, private. An educational use having a curriculum at least equal to a public school, but not operated by the county board of education.

School, special. An educational use devoted to special education including the training of gifted, learning disabled, mentally and/or physically handicapped persons, but not operated by the county board of education.

Schools, colleges, and universities. Any educational facility established under the laws of the state (and usually regulated in matters of detail by local authorities), in the various districts, counties, or towns, maintained at the public expense by taxation, and open, usually without charge, to all residents of the city, town or other district; private schools which have students regularly attending classes and which teach subjects commonly taught in

these schools of this state; any educational facility operated by a private organization or local county, or state that provides training or education beyond and in addition to that training received in grades kindergarten to twelfth, including, but not limited to, trade, business and vocational schools; any institution of higher learning, consisting of an assemblage of colleges united under one corporate organization or government, affording instruction in the arts and sciences and the learned professions, and conferring degrees.

Screen. A fence, wall, hedge, landscaping, earthen berm, buffer area, or any combination of these that is designed to provide a visual and/or physical barrier.

Seasonal business use. A primary use involving the sale of items related to calendar holidays, such as Christmas trees, Halloween pumpkins, etc., which may be conducted outside.

Senior housing. A single family or multi-family development intended for, operated for and designed to accommodate residents 55 years of age and older. Senior housing communities are designed for seniors to live on their own, but with the security and conveniences of community living. Some provide communal dining rooms and planned recreational activities (congregate living or retirement communities), while others provide housing with only minimal amenities or services.

Service station. A use which provides for the sale of motor vehicle fuels and automotive accessories, and which may provide minor repair and maintenance services. A service station shall be limited to four or fewer bays excluding no more than one attached or detached bay for washing cars.

Setbacks. See building setbacks.

Sexually oriented business. An adult bookstore or adult video store, an adult cabaret, an adult motion picture theater, a semi-nude model studio, a sexual device shop, or a sexual encounter center.

Shopping center. A group of commercial establishments planned, developed, and managed as a unit with individual vendors housed in one building that provides customer access, amenities, and protection from the elements and features common, on-site parking.

Sidewalk. Any portion of a street between the curblin and the adjacent property line, intended for the use of pedestrians, excluding parkways.

Sign. Any surface, frame, letter, figure, character, mark, plane, point, design, picture, stroke, stripe, reading matter, material, fabric, device, fixture, placard, structure, object, three dimensional object, or display which bears lettered, numbered, pictorial, or sculptured matter, designed to convey information visually, advertise, announce the purpose of, identify the purpose of a person, or entity, to draw attention, or to communicate information of any kind to the public and which is exposed to public view (excluding those objects which qualify as "architectural enhancement" pursuant to the city's art and architectural advisory committee ordinance, Code sections 80-451 through 80-456). For the purpose of this article, the term "sign" shall not include those devices located entirely within a building or structure, unless such devices are considered window signs; additionally the term "sign" shall include all structural members used to erect or mount same, and any company colors, trademarks, service marks, brand names, logos, symbols, or roof shapes, which are generally used by the company in the design of its buildings, and are generally used, or identified, as trade styles or other identifying marks or symbols of the company's business.

Site plan, conceptual. A detailed plan for one or more lots drawn to scale depicting the proposed and existing conditions based on a certified boundary survey.

Site plan, final. The construction plan that identifies the details of the proposed development to include approved conceptual site plan and other information to include erosion control plans and details, sediment/detention pond details, sewer and drainage plan, tree protection plan, water and sanitary sewer layout, and construction details.

Small box retail store. A retail store with a floor area less than 15,000 square feet that primarily offers for sale an assortment of physical goods, products, or merchandise directly to the consumer, including food or

beverages for off-premises consumption, household products, personal grooming, and health products and other consumer goods, with the majority of items being offered for sale at lower than the typical market price. Small box discount retail stores shall not include the following: Pharmacy drug store or a convenience store attached to or collocated with a gas station.

Solar power. The conversion of sunlight into electricity, either directly using photovoltaics (PV) (able to generate a current or voltage when exposed to visible light or other electromagnetic radiation), or indirectly using concentrated solar power (CSP) (the use of mirrors or lenses to concentrate a large area of sunlight, or solar thermal energy, onto a small area).

Special event. An event or happening organized by any person or organization which will generate or invite considerable public participation and/or spectators for a particular and limited purpose of time, including, but not limited to, special sales and service promotions, car shows, arts and crafts shows, horse shows, carnivals, festivals, exhibitions, circuses, fairs, show houses and tours of homes for charity. Special events are not limited to those events conducted on the public streets but may occur entirely on private property. Special events may be for profit or nonprofit. Events which will occur in the public right-of-way, such as roadway foot races, fundraising walks, bike-a-thons, parades, etc. are subject to the approval of the city police department.

Stadium. A large open or enclosed structure used for sports and other major events and partly or completely surrounded by tiers of seats for spectators.

Story. A portion of a building between the surface of any floor and the floor or space above it, excluding basements and attics.

Story, half. A heated and finished area below a roof, one or more of the vertical walls of which are less than normal ceiling height for the building.

Street. A public way for vehicle traffic that provides the primary means of access to abutting properties.

Street trees. Any tree whose trunk is located 50 percent or more within the land lying between property lines on either side of all public streets, boulevards, and alleys including public easements.

Structural alteration. Any change in the supporting member of a structure, such as foundations, bearing walls or bearing partitions, columns, beams, girders, or any substantial change in the roof or exterior walls.

Structure. Any object constructed or erected with a fixed location on or in the ground, or attached to something having a fixed location on or in the ground.

Structure, accessory. A subordinate or secondary structure, customarily incidental to a principal structure or use and located on the same lot. Examples of accessory structures in single-family dwelling districts include outbuildings, such as, tool sheds, woodsheds, workshops, outdoor kitchens, pool houses, gazebos, guest houses, storage sheds, temporary storage pods, detached garages and detached carports, etc. Fences and retaining walls are not considered accessory structures. Driveways, surface parking lots, patios, and similar paved surfaces are not considered accessory structures.

Structure, principal. The primary building on a lot as distinguished from a secondary or accessory structure.

Subdivision. The division of land into three or more lots. A development consisting of subdivided lots.

Subordinate/incidental. Of lesser order or importance. Uses which are incidental to a permitted use as long as the incidental or subordinate use does not undercut the plain intent of the zoning.

Surface, all weather. Any surface treatment, including gravel, which is applied to and maintained so as to prevent erosion, and to limit vehicle wheels from making direct contact with soil, sod or mud; and which effectively prevents the depositing of soil, sod or mud onto streets from areas required to be so treated.

Sustainable. Development that meets the needs of the present without compromising the ability of future generations to meet their needs.

Swimming pool, private. A recreation facility designed and intended for water contact activities which serves a single-family dwelling(s), duplex dwellings and/or multi-family dwellings, or combinations of dwelling types, including pools which are owned and/or controlled by a neighborhood club or similar organization.

Swimming pool, public. A recreation facility designed and intended water contact activities which are operated as a business or as a club unless such club is associated with a neighborhood club or similar organization.

Tasting room. An outlet operated for the distribution and sale of wine by providing complimentary samples of such wine to the public and for the sale of such wine at retail.

Temporary storage pod. An accessory structure on a lot used for storage for less than three months. It is not intended for permanent storage. Such structure is used primarily for storage of building materials, household goods, personal items and other materials for use on a limited basis on residential, commercial or industrial property. Examples of temporary storage pods include portable storage units (PODS) and self-storage containers.

Transfer station. A facility used to transfer solid waste from one transportation vehicle to another for transportation to a disposal facility or processing operation.

Travel trailers. Used primarily as temporary or vacation homes and is equipped for use (while traveling) as a dwelling.

Truck or motor freight terminal, service facility. An establishment engaged in transporting goods or commodities for another business enterprise, including the parking and repair of the motor vehicles used in providing such service.

Truck stop. A commercial establishment that provides fuel, parking, and sometimes food, primarily used for trucks, usually located on or near an interstate or state highway.

Truck terminal. A primary use of property where trucks/trailers are temporarily stored, maintained or based. Trucks/trailers shall have current registration and license plates with decal.

Use permit. A legislative land use decision approved by the city council, pursuant to a public hearing, which authorizes a use which must meet certain standards which exceed the requirements of the district as a whole.

Used or occupied. Means and shall be construed to include the words "intended, arranged, or designed to be used or occupied."

Variance.

- (1) *Administrative minor variance.* A variance to the minimum district yard requirements of not more than one foot, granted administratively by zoning director.
- (2) *Concurrent variance.* A concurrent variance from any standards of this chapter which shall be filed simultaneously with rezoning, use permit or zoning modification requests on the same property based on the conceptual plan submitted.
- (3) *Minor variance.* An application requesting deviation from the minimum yard requirements, not to exceed ten percent of the dimensional requirements.
- (4) *Primary variance.* A request for a variance from any zoning ordinance provision that is not being handled as a minor, administrative minor or concurrent variance and shall be heard and decided by the planning and zoning commission in accordance with article VI of this chapter.
- (5) *Secondary variance.* An appeal of a decision and/or action of the zoning administrator authorized to hear a variance request or interpretation of this chapter.

Vehicle, junk, or salvage. Any automobile, truck or other vehicle which is missing one of the following:

- (1) Current registration;

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- (2) License plate with current decal;
 - (3) Proof of liability insurance;
 - (4) Drive train component for more than 30 days.

Veterinary clinic/hospital. A place where animals are given medical care and the boarding of animals is limited to short-term care incidental to the hospital use.

Waste. Material that are discarded, disposed of, or no longer usable.

Waste disposal boundary. The limit of all waste disposal areas, appurtenances, and ancillary activities (including, but not limited to, internal access roads and drainage control devices).

Waste, hazardous. See state department of natural resources definition.

Waste, solid. See state department of natural resources definition.

Yard:

- (1) *Front.* An unoccupied area extending the full width of the lot located between the front lot line and the front yard setback line. On corner lots, the front yard shall be considered as parallel to the street upon which the lot has its least dimension.
- (2) *Rear.* An unoccupied area extending the full width of the lot located between the rear lot line and the rear yard setback line.
- (3) *Side.* An unoccupied area bounded by the side yard setback line, the side lot line and the front and rear yards.

Zoning conditions. Requirements placed on property by the city council at the time of approval of a rezoning and/or use permit.

Zoning district. A specifically delineated area or district in a municipality within which regulations and requirements uniformly govern the use, placement, spacing, and size of land and buildings.

Zoning map. The "zoning district maps" of the city.

(Ord. No. 2008-10Z, exh. A, §§ 2.01, 2.02, 8-25-2008; Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. No. 2013-18, § 1(Exh. A), 9-9-2013; Ord. No. 2013-25, § 1, 10-14-2013; Ord. No. 2013-26, § 1, 10-14-2013; Ord. No. 2014-01, § 1, 2-14-2014; Ord. No. 2014-09, 6-9-2014; Ord. of 5-22-2017(1); Ord. of 10-28-2019(1); Ord. No. 2022-234, § 1, 3-28-2022; Ord. No. 2023-12, § 1(Exh. A), 7-24-2023)

Editor's note(s)—Ord. No 2023-12, § 1(Exh. A), adopted July 24, 2023, renumbered the former § 80-478, which pertained to definitions, as art. XV, § 80-495. Inasmuch as there were already provisions so designated, said section has been codified herein as § 80-492 at the discretion of the editor. The historical notation has been retained with the amended provisions for reference purposes.

Secs. 80-493, 80-494. Reserved.

ARTICLE XVI. DISTRIBUTED GENERATION FACILITY¹²

¹²Note(s)—See editor's note at art. XV.

Sec. 80-495. Definitions.

Accessory use. A subordinate building or use which is customarily incidental to the principal building or use of a lot, and which is located on the same lot as a principal building or use.

Distributed generation. For purposes of this ordinance a solar energy system includes building mounted and ground mounted solar energy systems.

Distributed generation facility/facilities (as defined under state law pursuant to O.C.G.A. § 46-3-52). A facility owned and operated by a customer of the electric service provider for the production of electrical energy that:

- (1) Uses a solar photovoltaic system, fuel cell, or wind turbine;
- (2) Has a peak generating capacity of not more than ten kW for residential applications and 125 percent of actual measured or estimated peak demand for commercial applications;
- (3) Is located on the customer's premises;
- (4) Operates in parallel with the electric service provider's distribution facilities;
- (5) Connected to the electric service provider's distribution system on either side of the electric service provider's meter; and
- (6) Is intended primarily to offset part or all of the customer generator's requirements for electricity.

Interconnected distributed generation system. A distributed generation system designed to serve the electricity needs of the building to which it is connected, thus offsetting a home's or business's electricity usage. Any excess electricity generated is sent to the electric utility grid and credited via a customer's agreement with the city.

Large distributed generation system. Produces electricity using solar photovoltaic, hydro, geothermal, fuel cell or other technology to produce electricity for the premise to which it is attached. Large DG systems shall have a nameplate capacity of more than 100 kW.

Non-Interconnected distributed generation system. A distributed generation system designed to operate independently from the local utility grid and provide electricity to a home, building, boat, RV (or remote agricultural pumps, gates, traffic signs, lights, etc.). These systems typically require a battery bank to store the electricity for use during nighttime or cloudy weather.

Photovoltaic cell. A semiconductor device that converts solar energy directly into electricity.

Photovoltaic (PV) system. A solar energy system that produces electricity by the use of photovoltaic cells that generate electricity whenever light strikes them. Included in a PV system are the solar energy mechanisms (e.g., panels or other assemblies of solar electric cells), inverters (devices that convert direct current electricity produced by the system to usable alternating current), batteries and battery systems that store electrical energy from the PV system for future use, meters and electric distribution wires and conduits that facilitate connections with the user and/or the local power grid.

Small distributed generation system. Produces electricity using solar photovoltaic, hydro, geothermal, fuel cell or other technology to produce electricity for the premise to which it is attached. Small DG systems shall have a nameplate capacity of 100 kW or less.

Solar access easement. A recorded easement, the purpose of which is to secure the right to receive sunlight across real property of another for continued access to sunlight necessary to operate a solar energy system.

Solar array. A number of solar collector modules or panels that generate solar electricity, assembled or connected together to provide a single electrical output.

Solar collector. A professionally manufactured device, structure or part of a device or structure for which the primary purpose is to transform solar radiant energy into thermal, mechanical or electrical energy.

Solar collector surface. any part of a solar collector that absorbs solar energy for use in the collector's energy transformation process. Collector surface does not include frames, supports and mounting hardware.

Solar energy system, building mounted. A solar energy system that is professionally mounted on the roof of a principal building or accessory structure. A building mounted solar energy system may be building integrated, flush mounted or non-flush mounted.

- (1) **Building integrated.** A building mounted solar energy system that is an integral part of a principal or accessory building, rather than a separate mechanical device, replacing or substituting for an architectural or structural part of the building. Building integrated systems include, but are not limited to, photovoltaic or hot water systems that are contained within roofing materials, skylights, shading devices and similar architectural components.
- (2) **Flush mounted.** A building mounted solar energy system that is mounted to a finished roof surface where the solar collector, once installed, projects no further than six inches in height beyond the roof surface.
- (3) **Non-flush mounted.** A building mounted solar energy system that is mounted to a finished roof surface where the solar collector, once installed, projects more than six inches in height beyond the roof surface.

Solar energy system, ground mounted. A free-standing solar energy system that is placed on or mounted to the ground.

Solar energy system, large. A type of professionally manufactured distributed generation system accessory to the principal use that utilizes solar collectors to convert solar energy from the sun into thermal, mechanical or electrical energy for storage and use, and is intended primarily to reduce on-site consumption of utility power. A large system is defined as having a nameplate capacity of more than 100 kW. Energy produced in excess of on-site consumption may be sold back to the electric utility service provider that serves the proposed site for use within the existing energy grid in accordance with chapter 59, Utilities, article V, Electric service, section 59-113.

Solar energy system, self-contained. A self-contained solar energy system is not interconnected to the city's electric distribution system and shall have a solar collector surface area less than or equal to six square feet. Such systems are typically used to power area lighting, small roadway signs, etc.

Solar energy system, small. A type of professionally manufactured distributed generation system accessory to the principal use that utilizes solar collectors to convert solar energy from the sun into thermal, mechanical or electrical energy for storage and use, and is intended primarily to reduce on-site consumption of utility power. A small system is defined as having a nameplate capacity of 100 kW or less. Energy produced in excess of on-site consumption may be sold back to the electric utility service provider that serves the proposed site for use within the existing energy grid in accordance with chapter 59, Utilities, article V, Electric service, section 59-113, Distributed generation. For purposes of this article a solar energy system includes building mounted and ground mounted solar energy systems.

Solar panel (or module). A device or structure containing one or more receptive cells, the purpose of which is to convert sunlight into useable solar energy (including electricity or heat).

(Ord. of 5-22-2017(1), § 1(Exh. A)

Sec. 80-496. Solar energy systems.

- (a) *Purpose.* The purpose of this section is to establish reasonable and uniform regulations for the location, installation, operation and maintenance of solar energy systems, to assure that the development and production of solar energy systems is safe and to minimize any potentially adverse effects on the community; to promote the supply of sustainable and renewable energy sources, in support of national, state and local goals; and to facilitate energy cost savings and economic opportunities for individuals and businesses situated within the City of Fairburn.
- (b) *Solar energy system general regulations.* Building mounted, building integrated, flush mounted and ground mounted solar energy systems may be erected or installed on properties used or zoned for residential or non-residential purposes, and in accordance with this article and electric service ordinances, all state and federal laws and regulations as amended from time to time, concerning its use and operation and shall be further subjected to the following standards:
- (1) Shall only be permitted if accessory to a principal building/use.
 - (2) Shall be installed according to manufacturer specifications and in accordance with all applicable city ordinances.
 - (3) No solar energy system shall be mounted or affixed to any freestanding wall or fence.
 - (4) Electric solar energy system components must have a UL listing.
 - (5) An external disconnect switch, readily accessible by city emergency personnel, and which is clearly identifiable and unobstructed, shall be provided to disconnect power at the solar panel.
 - (6) Labels indicating the use of solar panels shall be posted at an easily viewable location. The label shall clearly state the name, address and phone number of the person or persons authorized to deactivate the solar system in the event of an emergency. In addition, the label shall contain the words "WARNING: PHOTOVOLTAIC POWER SOURCE". Labels shall be placed adjacent to the main service disconnect switch in a location clearly visible from the location where the disconnect switch is operated.
 - (7) Utility notification. No interconnected distributed generation system, including photovoltaic systems, shall be installed until evidence has been given to the planning and zoning department that the owner has submitted the required contracts and agreements to the city pursuant to chapter 59, utilities, article V, Electric service, section 59-113, Distributed generation. Non-interconnected distributed generation systems are exempt from this requirement.
 - (8) The fire department shall review and comment on the installation of solar collectors that are building mounted to verify that adequate roof access is provided to emergency personnel in the case of an emergency.
 - (9) Glare and lighting.
 - a. The solar energy components shall be designed and installed with an antireflective coating or at least shall not produce glare that would constitute a nuisance to occupants of neighboring properties, aircraft, or persons traveling on adjacent or nearby roads.
 - b. If lighting is required, it shall be activated by motion sensors, fully shielded and downcast type where the light does not spill onto any adjacent property or into the night sky.
 - (10) Noise. Inverter noise shall not exceed 40 dBA, measured at the property line.
 - (11) Maintenance, upkeep and decommissioning:

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- a. Systems shall be maintained in accordance with manufacturer's specifications. The operator of the facility shall maintain the facility, including all buffer screening, in compliance with the approved plans and shall keep the facility free from weeds, dust, trash and debris.
 - b. Systems shall be considered obsolete or unused when they have not been operated for 12 consecutive months. All obsolete or unused systems shall be repaired or removed at the owner's expense. If the owner fails to remove or repair the defective or abandoned solar energy system, the City of Fairburn may pursue a legal action to have the system removed at the owner's expense, including but not limited to the issuance of a citation for violation of this section, whereby the owner will be required to appear before the municipal court of the City of Fairburn.
- (12) This section shall not apply to a non-interconnected distributed generation systems/self-contained solar energy systems; however, non-interconnected distributed generation system/self-contained solar energy system(s) shall comply with the following restrictions:
- a. On property used or zoned for residential or non-residential purposes, non-interconnected distributed generation systems/self-contained solar energy systems that are ground mounted are limited to an aggregate solar collector surface area less than or equal to six square feet.
 - b. On property used or zoned for residential purposes, non-interconnected distributed generation system/self-contained solar energy systems that are building mounted are limited to an aggregate solar collector surface area less than or equal to six square feet.
- (13) Any additional information and data reasonably necessary to evaluate the conformity of the solar energy system with this article pursuant to the request of the zoning administrator.
- (c) *Building mounted solar energy system requirements.* Building mounted solar energy systems may be allowed on property that meets all requirements as defined in the section below and elsewhere in this article.
- (1) *Type permitted and roof area maximum.*
- a. On property used or zoned for residential purposes:
 - 1. Building integrated and/or flush mounted small solar energy systems are permitted to be installed on any roof area.
 - 2. Non-flush mounted small solar energy systems are not permitted on a building with a flat roof.
 - 3. Non-flush mounted small solar energy systems shall only be permitted on the back roof or side roof and shall not exceed the highest point of the roof line or pitch so it remains completely screened from view to an observer on the street.
 - 4. A non-flush mounted small solar energy system is prohibited on any roof that is adjacent to the front yard and/or corner side yard.
 - 5. The solar collector surface area shall not cover more than 80 percent of any roof area upon which the collectors are mounted, and shall be set back from the roof edge by a minimum of one foot.
 - b. On property used or zoned for non-residential purposes:
 - 1. Building integrated and/or flush mounted small or large solar energy systems are permitted to be installed on any roof area.
 - 2. Non-flush mounted small or large solar energy systems are permitted on a building with a flat roof if the solar collector is completely screened from view to an observer five feet above the ground at any point along an abutting property line.

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3. Non-flush mounted small or large solar energy systems are permitted on a building with a pitched roof but shall only be permitted on the back roof or side roof and shall not exceed the height of the highest point of the roof line or pitch so it is completely screened from view to an observer five feet above the ground at any point along the street view.
 4. Non-flush mounted small or large solar energy system is prohibited on any pitched roof that is adjacent to the front yard and/or corner side yard.
 5. The solar collector surface area shall not cover more than 80 percent of any roof area upon which the collectors are mounted, and shall be set back from the roof edge by a minimum of one foot.
- (2) *Maximum permitted height and building projection/extension.*
- a. On property used or zoned for residential purposes:
 1. Non flush-mounted small solar energy systems shall not extend above the highest point of the roof line.
 2. Shall not project/extend beyond the exterior wall of any building on which the system is mounted or built.
 - b. On property used or zoned for non-residential purposes:
 1. Non flush-mounted small or large solar energy systems shall not extend above the highest point of the roof line or a parapet wall.
 2. Building integrated and/or flush mounted small or large solar energy systems shall not extend two feet above the roof and shall not extend beyond the highest point of the roof.
 3. Shall not project/extend beyond the exterior wall of any building on which the system is mounted or built.
- (d) *Ground mounted solar energy system requirements.* Ground mounted small solar energy systems may be allowed on property used or zoned for residential purposes and ground mounted small or large solar energy systems may be allowed on property used or zoned for non-residential purposes. A ground mounted solar energy system shall meet the requirements as defined in the section below and elsewhere in this article:
- (1) *Site plan review.* Small or large ground mounted solar energy systems proposed within residential zoning or nonresidential zoning districts shall undergo site plan review prior to construction, installation or modification. The following must be shown on the site plan:
- a. Property lines and physical features, including roads, for the project site;
 - b. Proposed changes to the landscape of the site, grading plan, vegetation clearing and planting plan, exterior lighting, screening vegetation or structures;
 - c. Blueprints or drawings of the solar energy system showing the proposed layout of the system, any potential shading from nearby structures, the distance between the proposed solar collector and all property lines and existing on-site buildings and structures, and the tallest finished height of the solar collector;
 - d. Documentation of the major system components to be used, including the panels, mounting system, and inverter;
 - e. Name, address, and contact information for proposed system installer;
 - f. Name, address, phone number and signature of the project proponent, as well as all co-proponents or property owners, if any;

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- g. The name, contact information and signature of any agents representing the project proponent; and
 - h. Zoning district designation for the parcel(s) of land comprising the project site. Erosion and sedimentation plan, if applicable.
- (2) *Maximum height.* On property zoned for residential or non-residential purposes:
- a. Shall not exceed 25 percent of the footprint of the principal building served for residential properties, nor more than 50 percent of the footprint of the principal building served for non-residential properties.
 - b. Shall not exceed ten feet in height for non-residential property and five feet in height for residential property, unless the solar collector is attached to a legal and conforming parking lot light pole or other monopole structure that is necessary to the lot.
 - c. When a solar collector is attached to a legal and conforming parking lot light pole or other permitted monopole structure that is an accessory to the lot, the solar collector shall not extend more than five feet above the height of the parking lot light pole or other monopole structure.
- (3) *Location requirements.* On property used or zoned for residential or non-residential purposes:
- a. Shall be set back a distance not less than or equal to one times the system height or five feet, whichever is greater, measured from the edge of the system to the nearest property line. However, a solar collector attached to a legal and conforming parking lot light pole or other permitted monopole structure that is accessory to the lot may have a setback less than five feet.
 - b. On property that is zoned for residential purposes, no part of a ground mounted system shall be located in the front yard or corner side yard.
 - c. A solar collector may only be attached to a legal and conforming parking lot light pole or other permitted monopole structure if all other ordinance requirements are met.
 - d. No part of a ground mounted system shall be located or protrude into a dedicated easement.
 - e. A ground-mounted system shall not be located over a septic system, leach field area or identified reserve area unless approved by the health department.
 - f. If located in a floodplain or an area of known localized flooding, all panels, electrical wiring, automatic transfer switches, inverters, etc. shall be located above the base flood elevation.
 - g. All transmission wiring installed between the solar system and the premise being served shall be installed underground.
 - h. It is the property owner's responsibility to obtain any solar access easements he/she deems necessary to secure the right to receive sunlight across real property of another for continued access to sunlight necessary to operate a solar energy system.
 - i. A landscape buffer shall be provided around all ground mounted solar energy systems including but not limited to its mechanical equipment and solar panels to provide screening from adjacent properties and shall consist of a variety of native, drought-resistant evergreen plants. Such screening shall be a height at the time of planting equal to the maximum height of any part of the ground mounted solar energy systems. The landscape buffer shall remain undisturbed except as required to implement landscape enhancements. Buffers shall be well maintained. Buffer requirements may be expanded where circumstances of topography or other factors render normal buffers ineffective. All buffers shall be subject to the approval of the zoning administrator.

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- (e) *Variance*. The planning and zoning commission shall be allowed to grant variances where a hardship has been demonstrated pursuant to section 80-251 of this Code.

(Ord. of 5-22-2017(1), § 1(Exh. A))

ARTICLE XVII. SPECIAL EVENT VENUES¹³

Sec. 80-497. Intent.

This article establishes a permit process and standards for the development and operation of special event venues. These provisions are necessary to reduce impacts to surrounding properties so that special event facilities do not result in incompatible land use.

(Ord. of 11-8-2021, § 1(Exh. A))

Sec. 80-498. Definition.

Special event venue. A special event venue is a place of public assembly used for commercial events. Special event venues are subject to a use agreement between a private group or individual and the venue owner. The venue owner may or may not charge a fee for the use of the venue. Venues may operate entirely within a structure, outside of a structure, or both inside and outside a structure.

(Ord. of 11-8-2021, § 1(Exh. A))

Sec. 80-499. Applicability.

Special event venues are permitted in the following districts: AG (Agriculture), O&I (Office Institutional), C-2 (General Commercial), M-1 (Light Industrial), and M-2 (Heavy Industrial). This section does not apply to the special event permit process provided in section 80-179.

- (a) Special event venues can be a principal or accessory use. Special event venues in an agricultural district that are accessory to the site's principal use shall not substantially change the character of the primary use of the property.

(Ord. of 11-8-2021, § 1(Exh. A))

Sec. 80-500. Permit process.

All special event venues as described under this article require the approval of a special event venue permit by the planning and zoning director or his/her designee.

- (a) The special event permit application shall include a site plan, description of all uses, an exhibit map showing the location and distance of the venue to the closest surrounding sensitive receptors such as single-family residences and other housing types, management plan, traffic plan and shall comply with the special event facility standards set forth.
- (b) Event management plan. Owner/operator shall maintain an event management plan that includes, but is not limited to, a site plan, arrangements for emergency (fire, police, medical) services, arrangements

¹³Note(s)—See editor's note at art. XV.

for waste disposal services, name and contact information for the property owner and the event operator, and other information as may be required by the planning and zoning staff to ensure events are operated safely and with minimal impact on nearby property owners and uses. A copy of the event management plan shall be provided to the planning and zoning office and must always be available for an on-site inspection.

- (c) **Traffic plan.** The special event permit application shall include a traffic management plan. The traffic management plan shall include the following requirements and standards:
- (1) A traffic control plan to ensure an orderly and safe arrival, parking, and departure of all vehicles and to ensure that traffic will not back up or block easements, city roads, intersections, or private driveways. All ingress/egress and parking areas shall be located in such a manner to minimize traffic hazards associated with entering and exiting the public roadway.
 - (2) The location of all temporary directional signs on driveways entrance and within parking lots to ensure orderly flow of traffic. Temporary directional signs shall be placed prior to the event and removed at least three hours at the conclusion of the event. Signs should not be placed in the right-of-way.
 - (3) Adequate ingress and egress shall be provided for all emergency vehicles to the satisfaction of the Fairburn Fire and Police Department [article II, section 56-26, temporary and emergency parking restrictions]. Temporary or emergency parking restrictions may be established and posted by order of the city engineer, fire chief, or police chief. Violations of such restrictions shall be subject to the enforcement and impoundment provisions of section 56-25, impounding of vehicles.

(Ord. of 11-8-2021, § 1(Exh. A))

Sec. 80-501. Standards.

Special event venues shall follow the operation and development standards at all times:

- (a) **Noise control.** Noise standards shall be regulated in accordance with article XI, noise. For evaluating conformance with the standards of this section, noise levels shall be measured in accordance with article XI, noise.
- (b) **Setbacks.** The following setbacks shall be maintained at all times:
 - (1) If an adjoining parcel has a residence, then all structures or activities associated with the special event shall be located at least 75 feet from the property line that adjoins a residence.
 - (2) All temporary structures such as tents, stages, and dance floors shall abide by all setbacks, and their use must be identified in the management plan.
- (c) **Parking requirements.** On-site parking shall be provided according with section 80-337, off-street parking requirements (the larger of one space for each four seats, one space for each 25 square feet of floor area available for chairs in the largest assembly room, or one space for every 150 square feet of gross floor area). Parking shall also comply with article IX, off street-parking, loading and landscape requirement, sections 80-326 to 80-364.
- (d) **Music/entertainment.** Music or entertainment shall not be the primary purpose of the special event and always shall be secondary and customary to the primary purpose of the special event. For example, music and dancing may be secondary to a wedding reception, but a concert, play, or stage performance is not permitted.
- (e) **Lighting.** All lighting shall comply with the following requirements:

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(Supp. No. 23, Update 2)

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- (1) All outdoor lighting associated with the special event shall be turned off within two hours after the special event ends.
 - (2) Outdoor lighting shall be located, shielded, and directed such that no direct light falls outside the property line or into the public right-of-way.
 - (f) *Signage.* All signs shall conform to the requirements in article XII, sign regulations.
 - (g) *Neighborhood notification.* Special event facilities shall post a schedule of future events to their website, or an annual/seasonal schedule of future events shall be mailed to all neighbors within 1,200 feet at least two weeks prior to the beginning of the event year or season. The schedule shall show days planned for events, hours of operation, and include a phone number for inquiries.
 - (h) *Structures.* Structures shall meet fire code standards and shall be inspected by the fire marshal and building inspector prior to occupancy.
 - (i) *Alcoholic beverages.* The consumption of alcoholic beverages on premises is subject to section 8-21, permitted locations for private functions at which alcoholic beverages are served; sales prohibited.

(Ord. of 11-8-2021, § 1(Exh. A))

Sec. 80-502. Permit revocation or modification.

The permit for a special event venue may be revoked or can be subject to approval with conditions. The City of Fairburn Police Department, in its discretion, may stop an event that has been issued a permit and/or may issue citations where event staff or participants violate other city ordinances, terms, or conditions specified in the application, and including, but not limited to, traffic rules and regulations, disturbing the peace, public nuisance, failure to disperse, trespass, or other health and safety regulations.

(Ord. of 11-8-2021, § 1(Exh. A))



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: South Fulton Community Improvement District (CID) Expansion

ITEM TYPE: Resolution

SUBMITTED: 06/04/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 06/10/2024

DEPARTMENT: City Administrator's Office

BUDGET IMPACT: N/A

PUBLIC HEARING: No

PURPOSE:

To expand the CID to promote the provision of governmental services and facilities within said District.

HISTORY:

The South Fulton Community Improvement District (CID) was created by Resolution of the Fulton County Commission, the City of Union City, and the City of Fairburn in 1999. A majority of the owners of real property within a proposed expansion area, which will be subject to taxes, fees, and assessments levied by the District Board, have consented in writing to their inclusion into the CID.

FACTS AND ISSUES:

The owners of real property within the proposed expansion area of the CID, which constitutes at least 75% by value of all real property within said expansion area, will be subject to taxes, fees and assessments levied by the District Board, according to the most recent approved Fulton County ad valorem tax digest, have consented in writing to their inclusion into the CID.

FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

Request Mayor and Council approval of a Resolution consenting to the expansion of the boundaries of the South Fulton Community Improvement District.

ATTACHMENTS:

1. SFCID Board Meeting_City of Fairburn
2. SFCID Annexation Resolution_signed
3. SFCID Spreadsheet
4. SFCID Expansion Map

5. SFCID Certificate of Compliance
6. Resolution Authorizing Expansion of SFCID_06.10.24



South Fulton CID Expansion

June 10, 2024



What is a Community Improvement District (CID)?

- A CID is a geographically defined district in which commercial and industrial property owners vote to impose a self-tax to fund community improvements.
- Residential and agricultural properties are included in the CID boundaries, but are not taxed.
- CID funds do not replace public funds. They:
 - Provide required match funding for grants or federally funded projects.
 - Initiate project development, by funding studies or preliminary engineering.
 - Supplement funding from local government partners
- The CID provides a forum to work alongside other local stakeholders and public and private sector leaders.

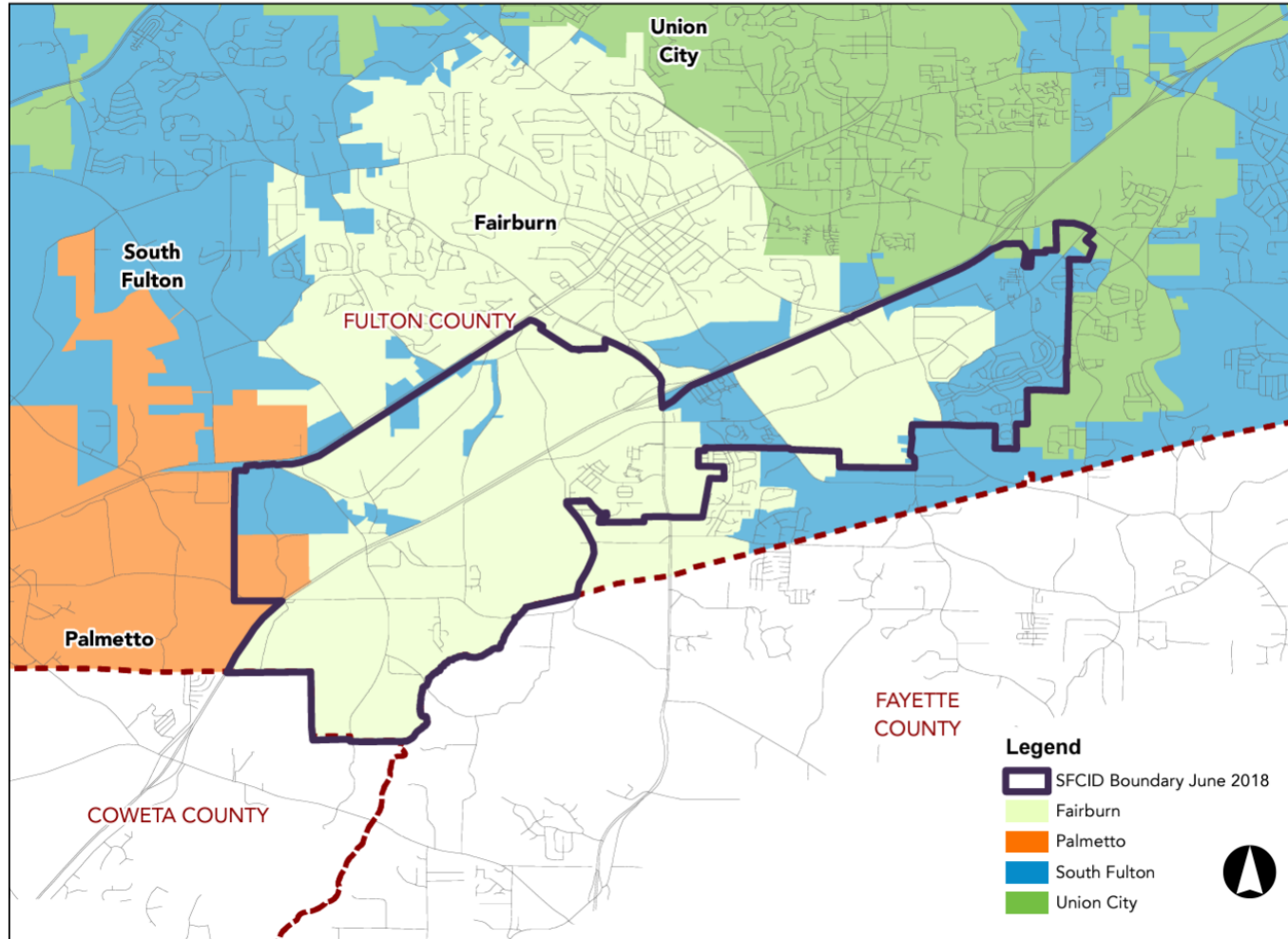
South Fulton CID Location



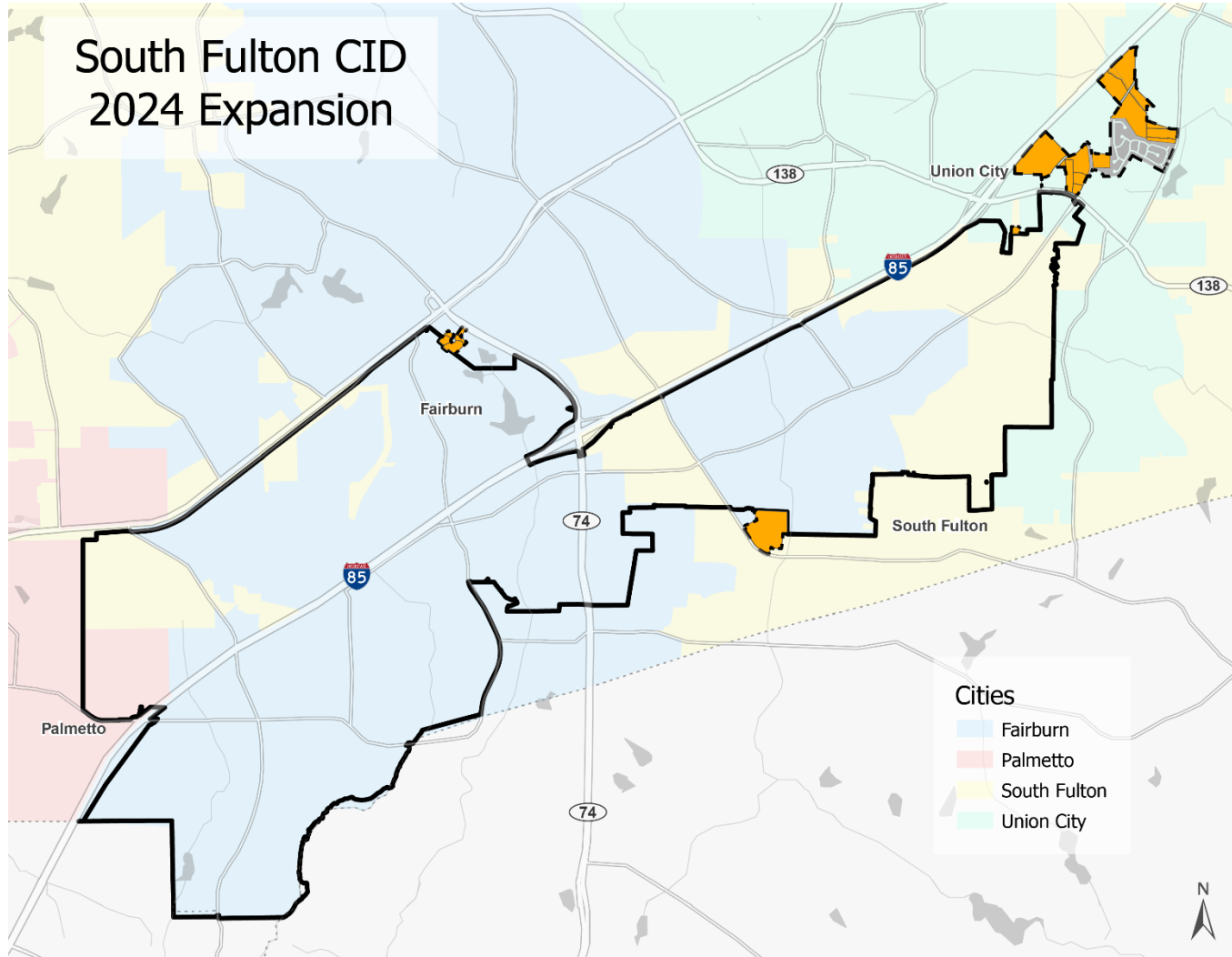
We are located primarily in the I-85, Oakley Industrial Blvd, and Roosevelt Highway (US29) corridors within the following cities:

- Fairburn
- Palmetto
- South Fulton
- Union City

CID Existing Location



CID Expansion Area





Action Requested

All four cities in the CID must consent to the expansion of the boundaries of the SFCID.

**RESOLUTION OF THE SOUTH FULTON
COMMUNITY IMPROVEMENT DISTRICT BOARD
CONSENTING TO EXPANSION OF
COMMUNITY IMPROVEMENT DISTRICT**

WHEREAS, by Act of the Legislature, 1987 Ga. L. 5460, as amended, the Georgia Legislature enacted the Fulton County Community Improvement Districts Act; and

WHEREAS, pursuant to said Act, the South Fulton Community Improvement District (hereinafter "CID") was created by Resolution of the Fulton County Commission, the City of Union City, and the City of Fairburn in 1999; and

WHEREAS, a majority of the owners of real property within a proposed expansion area, as attached hereto, which will be subject to taxes, fees, and assessments levied by the District Board, have consented in writing to their inclusion into the CID; and

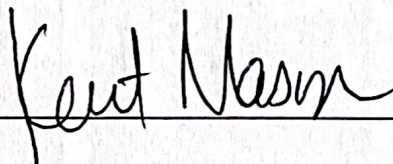
WHEREAS, the owners of real property within the proposed expansion area of the CID which constitutes at least 75% by value of all real property within said expansion area which will be subject to taxes, fees and assessments levied by the District Board, according to the most recent approved Fulton County ad valorem tax digest, have consented in writing to their inclusion into the CID; and

WHEREAS, the CID Board has determined that the expansion of the CID would promote the provision of governmental services and facilities within said District; and

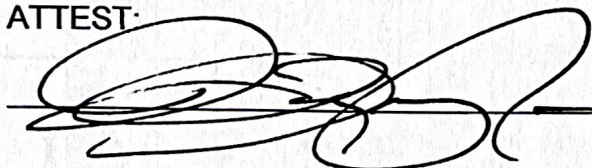
WHEREAS, the CID Board has determined that the expansion of the CID would be in the best interest of the citizens of Fulton County, Union City, Fairburn, Palmetto, and the City of South Fulton.

NOW, THEREFORE, BE IT RESOLVED, that the CID Board consents to the expansion of the boundaries of the CID as attached hereto.

PASSED AND ADOPTED by the CID Board this 19th day of APRIL, 2024.



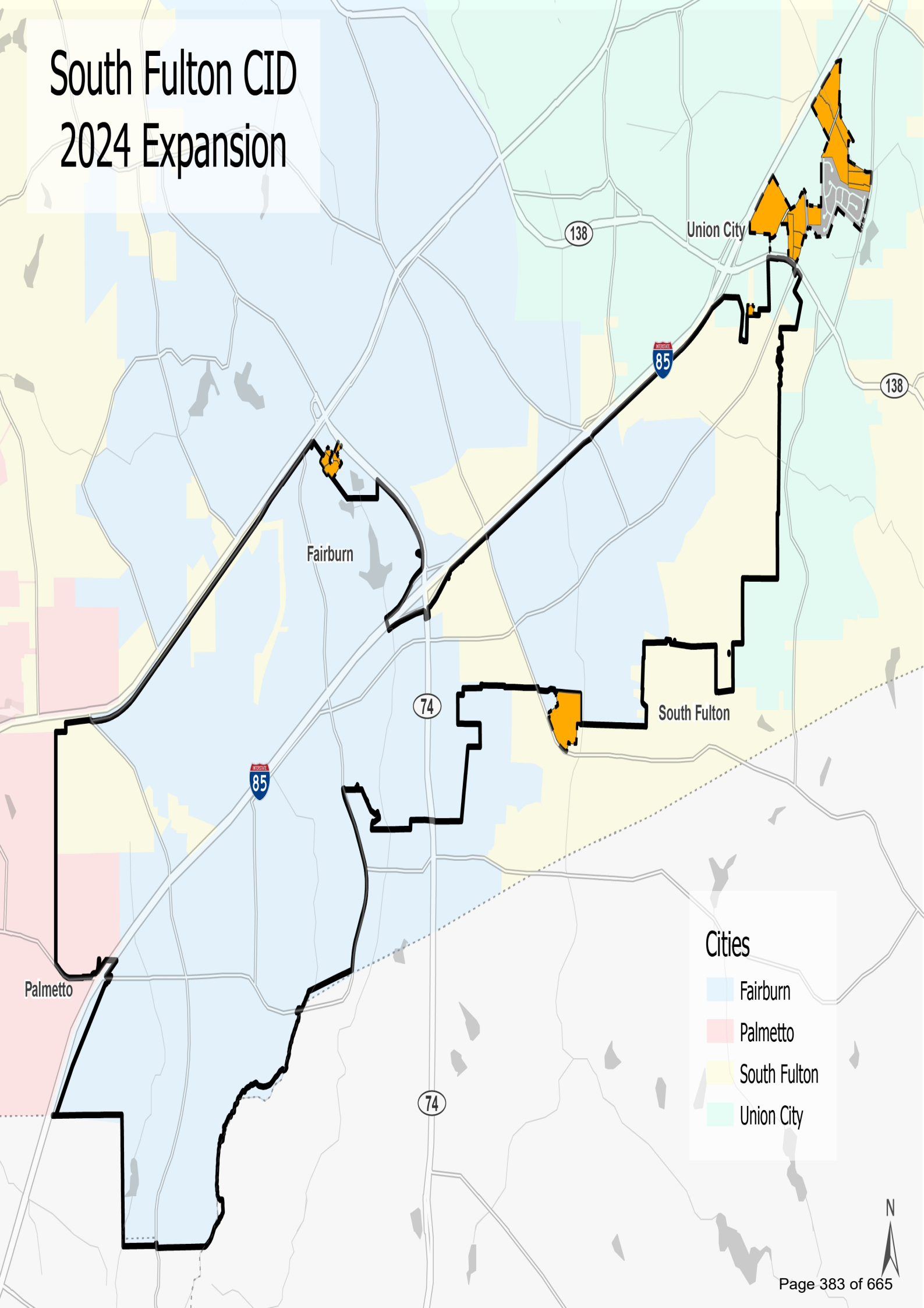
ATTEST:



SOUTH FULTON C.I.D EXPANSION
MARCH 2024

PARID	TAXDIST	OWN1	OWN	CONSENT OWNERS	LUC	ASSESSED VALUE	CONSENT VALUE	
09F140000615046	50	AIRPORT CENTER III AT OAKLEY PARK LLC	1		400	222,760.00		
09F140000615186	50	AIRPORT CENTER III AT OAKLEY PARK LLC			400	106,720.00		
09F140000805175	50	AIRPORT CENTER III AT OAKLEY PARK LLC			400	168,720.00		
09F140000611185	50	ATLANTA REAL ESTATE HOLDINGS	1		331	284,800.00		
09F140000611136	50	ATLANTA REAL ESTATE HOLDINGS			331	2,463,880.00		
09F140000611193	50	CITY OF UNION CITY GEORGIA	1	1	300			
09F140000615020	50	DEVELOPMENT AUTHORITY OF FULTON COUNTY	1	1	888	8,435,590.00	8,435,590.00	
09F140000615053	50	DEVELOPMENT AUTHORITY OF FULTON COUNTY			888	1,501,150.00	1,501,150.00	
09F140000615061	50	DEVELOPMENT AUTHORITY OF FULTON COUNTY			888	2,221,410.00	2,221,410.00	
09F140000614965	50	GEORGIA MUNICIPAL ASSN INC	1	1	660			
09F140000600303	50	GEORGIA POWER COMPANY			700	-		
09F140000600311	50	GEORGIA POWER COMPANY	1	1	700	-		
09F140000600550	50	GEORGIA POWER COMPANY			700	-		
09F060000250950	25	HARVEST C FAIRBURN 85 LLC	1	1	398	5,588,360.00	5,588,360.00	
09F120200570449	55	MADDOX ROBERT A	1		400	15,800.00		
09F140000805134	50	MAJESTIC AIRPORT CTR III BUILDING 8 LLC	1		394	2,154,320.00		
09F140000611201	50	SIMBA REALTY LLC	1		331	640,000.00		
09F090100480967	25	STRACK ALFRED D W	1	1	399	128,520.00	128,520.00	
09F090100480942	25	STRACK FAMILY L L C			300	54,920.00	54,920.00	
09F090100480868	25	STRACK FAMILY L L C			399	305,000.00	305,000.00	
09F090100480959	25	STRACK FAMILY L L C	1	1	399	420,000.00	420,000.00	
09F090100480884	25	STRACK FAMILY L L C			400	43,320.00	43,320.00	
			12	7		24,755,270.00	18,698,270.00	76%
		50%+1=	7			18,566,452.50	75%	

South Fulton CID 2024 Expansion





STATE OF GEORGIA
COUNTY OF FULTON

CERTIFICATE OF COMPLIANCE

I, ARTHUR E. FERDINAND, as Fulton County Tax Commissioner, do hereby certify to the Fulton County Board of Commissioners regarding the proposed expansion of the South Fulton Community Improvement District, as shown on the map attached hereto as Exhibit "A" and required under the Fulton County Community Improvement District Act (Ga. L. 1987, p. 5460), as amended, the following:

That written consents to the expansion of the Community Improvement District have been obtained from:

1. A majority of the owners of real property within the District which will be subject to taxes, fees, and assessments levied by the Board of the District; and
2. The owners of real property within the District which constitutes at least seventy-five (75%) percent by value of all real property within the District which will be subject to taxes, fees and assessments levied by the District Board and for this purpose values are determined by the most recent approved County ad Valorem tax digest.

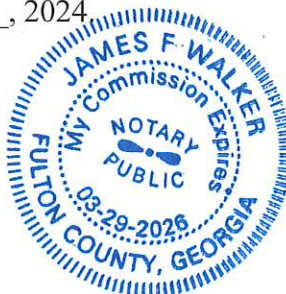
This the 24th day of April, 2024.

Cajana Wheeler
Witness

Arthur E. Ferdinand
ARTHUR E. FERDINAND, Tax Commissioner
Fulton County, Georgia

Sworn to and subscribed before
me this 24th day of April, 2024.

James F. Walker
Notary Public



1 STATE OF GEORGIA
2 COUNTY OF FULTON

RESOLUTION NO: _____

3 **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF**
4 **FAIRBURN GEORGIA REQUESTING THE GEORGIA GENERAL ASSEMBLY TO**
5 **ADOPT LOCAL LEGISLATION FOR THE CITY OF FAIRBURN, GEORGIA TO**
6 **INCREASE THE HOTEL MOTEL TAX UNDER O.C.G.A. § 48-13-51(B); TO**
7 **AUTHORIZE THE MAYOR TO EXECUTE ALL NECESSARY ACTS TO**
8 **ACCOMPLISH THE INTENT OF THIS RESOLUTION; TO REPEAL INCONSISTENT**
9 **RESOLUTIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER RELATED**
10 **PURPOSES.**

11 **WHEREAS**, by Act of the Legislature, 1987 Ga. L. 5460, as amended, the Georgia
12 Legislature enacted the Fulton County Community Improvement Districts Act; and

13 **WHEREAS**, pursuant to said Act, the South Fulton Community Improvement District
14 (hereinafter "CID") was created by Resolution of the Fulton County Commission, the City of
15 Union City, and the City of Fairburn in 1999; and

16 **WHEREAS**, a majority of the owners of real property within a proposed expansion area,
17 as attached hereto, which will be subject to taxes, fees, and assessments levied by the District
18 Board, have consented in writing to their inclusion into the CID; and

19 **WHEREAS**, the owners of real property within the proposed expansion area of the CID
20 which constitutes at least 75% by value of all real property within said expansion area which will
21 be subject to taxes, fees and assessments levied by the District Board, according to the most recent
22 approved Fulton County ad valorem tax digest, have consented in writing to their inclusion into
23 the CID; and

24 **WHEREAS**, the Mayor and City Council of the City of Fairburn has determined that the
25 expansion of the CID would promote the provision of governmental services and facilities within
26 said District; and

27 **WHEREAS**, the Mayor and City Council of the City of Fairburn has determined that the
28 expansion of the CID would be in the best interest of the citizens of the City of Fairburn.

29 **NOW, THEREFORE, BE IT RESOLVED**, that the City of Fairburn consents to the
30 expansion of the boundaries of the South Fulton Community Improvement District as set forth on
31 Exhibit "A," attached hereto and incorporated by this reference.

32 **BE IT FURTHER RESOLVED** in the event any section, subsection, sentence, clause, or
33 phrase of this Resolution shall be declared or adjudged invalid or unconstitutional, such

34 adjudication shall in no manner affect the previously existing provisions of the other sections,
35 subsections, sentences, clauses or phrases of this Resolution, which shall remain in full force and
36 effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or
37 unconstitutional were not originally a part thereof. The City Council declares that it would have
38 passed the remaining parts of this Resolution if it had known that such part or parts hereof would
39 be declared or adjudicated invalid or unconstitutional.

40 **BE IT FURTHER RESOLVED** this Resolution shall become effective immediately upon
41 signature by the Mayor.

42 **BE IT FINALLY RESOLVED** that any and all resolutions in conflict with this Resolution
43 be and the same are hereby repealed, only to the extent of such conflict.
44

45 This 10th day of June, 2024.

46
47 _____
Mario B. Avery, Mayor

48 ATTEST:

APPROVED AS TO FORM:

49 _____
50 Brenda B. James, City Clerk

Rory K. Starkey, City Attorney

EXHIBIT “A”



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Temporary Fire Station - Water and Sewer Installation

ITEM TYPE: Contract

SUBMITTED: 06/03/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 06/10/2024

DEPARTMENT: Building Operations

BUDGET IMPACT: \$150,000

PUBLIC HEARING: No

PURPOSE:

Mayor and Council to approve the installation of water infrastructure for the temporary fire station on Bohannon Road.

HISTORY:

Due to major growth within the City and the extended response times of fire and rescue apparatus, there exists an emergency need to put a fire station on the eastside of the city for better service and fire protection for our citizens and businesses. The temporary fire station was approved by Mayor and Council on September 9, 2022, and is located at the Public Safety Training Center on Bohannon Road.

FACTS AND ISSUES:

ITB#23-021 for On-Call Plumbing Services was released on July 18, 2023, and proposals were due August 24, 2023. Mayor & Council awarded ITB#23-021 for On-Call Plumbing Services for the City of Fairburn on September 25, 2023, with KEG Plumbing as one of the recipients. Through our On-Call contract, KEG Plumbing will install the water infrastructure for the temporary fire station on Bohannon Road in an amount not to exceed \$150,000.

FUNDING SOURCE:

230-0000-54-1300: Building Improvements

RECOMMENDED ACTION:

Request Mayor and Council approval of the installation of water infrastructure for the temporary fire station on Bohannon Road in an amount not to exceed \$150,000 utilizing our On-Call Plumbing Contractor, KEG Plumbing.

ATTACHMENTS:

1. COF - Water Main - Proposal - Revised



K.E.G. Plumbing & Mechanical
3148 Atlanta Hwy Dallas, GA 30132
PH: 770-445-2224 FAX: 678-383-3882
Email: service@kegplumbing.com

City of Fairburn
8563 Bohannon Rd – Fairburn, GA
Proposal – Revision I
5/6/2024

Description:

- This proposal is to provide labor, materials, and equipment necessary to install 8" water main from outlet side of vault at street, the entire developed length, which is equal to, but not greater than 500'. This includes all 90- and 45-degree offsets, one fire hydrant, and one master shutoff valve to be installed at the exterior of vault, all thrust blocks and kickers, anchor points, and one isolation valve and tee for future expansion. This includes all erosion control and field safety including dig boxes.

Qualifiers:

- DIP class 50
- Hydrant assemblies: 5-1/4" – 4'0" bury
- Parking areas will be compacted and 4" of 57 stone with compression matting.

Exclusions:

- Any unforeseen hazards such as access, rock, private utilities, etc.

Assumptions:

- Work to be performed during normal business hours only. (7:30a-5:00p/Monday-Friday)
- Existing piping in suitable condition to make required connections.
- Soil suitable for backfill

Notes:

- If work extends beyond the above-listed scope, all additional work will be performed at contracted T&M rates.

Total Estimated Cost: \$150,000.00

If agreed upon please sign, date, and return-

Authorized Signature	Printed Name	Title	Date
<i>Caleb Walker</i>	Caleb Walker	Project Manager	5/6/2024
Authorized Signature	Printed Name	Title	Date



K.E.G. Plumbing & Mechanical
3148 Atlanta Hwy Dallas, GA 30132
PH: 770-445-2224 FAX: 678-383-3882
Email: service@kegplumbing.com

*Proposal valid for (15) days

Disclosure: K.E.G. Plumbing will not be held responsible for any connections or disconnects to the existing plumbing system, equipment and/or fixtures in their entirety. The scope of work listed in its entirety is to be completed as one whole project. If customer chooses to delay, eliminate or reschedule any portion of the work additional costs will apply.



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Public Safety Complex - Design Contract Amendment #1

ITEM TYPE: Agreement

SUBMITTED: 06/05/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 06/10/2024

DEPARTMENT: Building Operations

BUDGET IMPACT: \$463,799.00

PUBLIC HEARING: No

PURPOSE:

Mayor and Council to authorize contract amendment #1 for design services for the Public Safety Complex.

HISTORY:

Due to major growth within the City of Fairburn and the current deteriorating conditions of the Public Safety buildings, there exists a need to create a Public Safety Complex to include a Police Headquarters, Fire Headquarters, and the relocation of Fire Station #22 to replace the current buildings and better service our citizens and businesses. Mayor and Council awarded RFP #24-002 to Goodwyn Mills Cawood, LLC. (GMC) on January 22, 2024.

FACTS AND ISSUES:

Completing the Public Safety Complex project programming phase provided a further defined scope of the project. This has resulted in a revised estimate of the comprehensive design services, and a contract amendment for additional design services. Mayor and Council approved the FY24 mid-year budget amendment on April 30, 2024, which included an increase of \$868,494 to the Capital Equipment and Improvement Fund for design services for the Public Safety Complex. This contract amendment will be incurred against the previously approved FY24 mid-year budget amendment for the Public Safety Complex.

FUNDING SOURCE:

350-1565-54-2500: Capital Equipment and Improvement

RECOMMENDED ACTION:

Request Mayor and Council approval to authorize contract Amendment #1 for design services on the Public Safety Complex in the amount of \$463,799.00 to the awarded vendor, Goodwyn Mills Cawood,

LLC. (GMC).

ATTACHMENTS:

1. Revised 05_21_24 Additional Service Request #1 Fairburn Public Safety Complex Final - Revised



Goodwyn Mills Cawood

6120 Powers Ferry Road NW
Suite 200
Atlanta, GA 30339

T (770) 952-2481
F (770) 955-1064

www.gmcnetwork.com

Revised May 21, 2024

Dana Smith
Building Operations Director
City of Fairburn
56 Malone Street SW
Fairburn, GA 30213

(via email)

RE: City of Fairburn Public Safety Complex: Contract Amendment #1

Dana Smith,

Goodwyn Mills Cawood, LLC. (GMC), is pleased to submit this contract amendment to provide the following for an all-inclusive package for design services:

Construction Budget: Approx. **\$16,347,744**

Basic Design Fee Modification: modify from 5.8% of \$15M Construction Budget to **5.7%** of \$16,347,744

This Fee increase is an estimate based on our attached Fee Schedule and Space Summary, dated 05.17.24, which does not include Design of the Municipal Courts Program of 8,008 GSF nor the approx. construction budget of \$3,675,000. The Municipal Courts will be planned for future construction as an addition or separate building.

Additional Services: proposal to provide the following additional consultants as a lump sum as mentioned below and as indicated in the attached backup from consultants:

Site:

Survey	\$27,995.00
Wetland delineation	\$5,500.00
Wetland flags	\$2,400.00
Civil Engineering	\$220,000.00
Landscape Architecture	\$73,400.00
Master Planning	\$21,500.00
Geotechnical Engineering	\$20,500.00
Traffic Engineering	\$39,080.00

Building:

FF&E Selection	\$53,424.00
----------------	-------------

Total Lump sum add services **\$463,799.00**

Page Two
Dana Smith, Building Operations Director
May 21, 2024

We hope this proposal meets your expectations; if so, please sign and return for our records. In the meantime, if you have any questions, please do not hesitate to ask.

Sincerely,
Goodwyn Mills Cawood, LLC.



Amy K.H. Bell, AIA, NCARB, LEEDO Green Assoc.
Vice President, GA Architecture

Mario B. Avery
Mayor

Date

Attachment: Consultant Fee Proposals

cc: Nate Williamson, David Feregrino Rodriguez

Architectural Design & Construction

for Public Safety Complex for City of Fairburn, Georgia
RFP# 24-002 - Submitted November 30, 2023

Proposed Fee



Approach to Project Cost

Our team can better define the exact fee percentage once the final scope is determined. There are numerous factors which could cause the design costs to shift higher or lower. Some of these considerations include; site design complexity, building HVAC, building structural requirements, lighting, plumbing and landscape quantity. Once the scope is established and the various components of the project are planned, GMC will work with the City of Fairburn to establish a fair fee for completing the project design. We have experience with numerous projects similar to this scope and look forward to continuing our relationship with the project team!

The below feature represents a flexible fee structure for basic services. In today's ever-changing market, we understand budgets are important to our clients. GMC trust this gives you the flexibility you need in planning the work. Additional services such as as-built documentation, professional cost estimating, civil, landscape, environmental and Geotech and construction material testing shall be negotiated on an as needed basis.

Cost of Work	Fee % New Construction	Fee % Renovation
Up to \$100,000	10.0	12.5
100,001 to 200,000	9.0	11.25
200,001 to 300,000	8.0	10
300,001 to 400,000	7.9	9.875
400,001 to 500,000	7.8	9.75
500,001 to 600,000	7.7	9.625
600,001 to 700,000	7.6	9.5
700,001 to 800,000	7.5	9.375
800,001 to 900,000	7.4	9.25
900,001 to 1,000,000	7.3	9.125
1,000,001 to 1,250,000	7.2	9
1,250,001 to 1,500,000	7.1	8.875
1,500,001 to 1,750,000	7.0	8.75
1,750,001 to 2,000,000	6.9	8.625
2,000,001 to 2,500,000	6.8	8.5
2,500,001 to 3,000,000	6.7	8.375
3,000,001 to 3,500,000	6.6	8.25
3,500,001 to 4,000,000	6.5	8.125
4,000,001 to 5,000,000	6.4	8
5,000,001 to 6,000,000	6.3	7.875
6,000,001 to 8,000,000	6.2	7.75
8,000,001 to 10,000,000	6.1	7.625
10,000,001 to 12,000,000	6.0	7.5
12,000,001 to 14,000,000	5.9	7.375
14,000,001 to 16,000,000	5.8	7.25
16,000,001 to 18,000,000	5.7	7.125
18,000,001 to 20,000,000	5.6	7
20,000,001 to 22,000,000	5.5	6.875
22,000,001 to 24,000,000	5.4	6.75
24,000,001 to 27,000,000	5.3	6.625
27,000,001 to 30,000,000	5.2	6.5
30,000,001 to 33,000,000	5.1	6.375
33,000,001 to 36,000,000	5.0	6.25
36,000,001 to 39,000,000	4.9	6.125
39,000,001 to 42,000,000	4.8	6
42,000,001 to 46,000,000	4.7	5.875
46,000,001 to 50,000,000	4.6	5.75
50,000,001 to and over	4.5	5.625



**2023
Standard Rate and Fee Schedule**

Standard Hourly Rates

Executive Vice President	\$ 300.00
Senior Vice President	\$ 250.00
Vice President	\$ 225.00
Senior Professional (Architect, Engineer Regional Technical Leader, Interior Design, Scientist, Project Manager)	\$ 250.00
Professional III (Architect, Engineer Design Manager, Interior Design, Scientist, Project Manager)	\$ 225.00
Professional II (Architect, Engineer State Technical Leader, Interior Design, Scientist, Project Manager)	\$ 200.00
Professional I (Architect, Engineer Design Coordinator, Interior Design, Scientist, Project Manager)	\$ 185.00
Senior Professional Staff (Architect, Project Engineer, Interior Design, Scientist, Assistant Project Manager)	\$ 160.00
Professional Staff III (Architect, Engineer Project Professional, Interior Design, Scientist)	\$ 135.00
Professional Staff II (Architect, Engineer Staff Professional, Interior Design, Scientist)	\$ 120.00
Professional Staff I (Architect, Interior Design, Scientist)	\$ 100.00
Senior Technical (Technical Spec., Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 160.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 140.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 115.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 95.00
Intern/Co-op II (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 90.00
Intern/Co-op I (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 70.00
Executive Administrative Assistant	\$ 115.00
Administrative Assistant II	\$ 95.00
Administrative Assistant I	\$ 75.00
Surveying:	
Professional Land Surveyor	\$ 180.00
Survey Crew (four-man survey crew)	\$ 310.00
Survey Crew (three-man survey crew)	\$ 250.00
Survey Crew (two-man survey crew)	\$ 185.00
Field Tech III	\$ 105.00
Field Tech II	\$ 80.00
Field Tech I	\$ 65.00

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	\$0.655 per mile
Travel/ Meals/ Lodging	Cost
Other Out-of-Pocket Expenses	Cost plus twenty percent
Sub-Consultant/ Sub-Contractors	Cost plus twenty percent
Sub-Consultant/ Sub-Contractors reimbursable expenses	Cost plus twenty percent
Printing & Shipping	
Out of house reprographic services	Cost
In-House B&W reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House Color reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House B&W reprographic services (large format)	\$0.15/ sf
In-House Color reprographic services (large format)	\$0.20/ sf
GPS equipment	\$250.00 per day

Martin/Martin Rates

Structural Engineering



2023 HOURLY RATE SCHEDULE

PERSONNEL SERVICES

Structural and Civil Departments

Title	Rate
Principal	\$250.00
Bridge Design Manager	\$235.00
Associate	\$215.00
Senior Façade Access Consultant	\$200.00
Senior Building Envelope Specialist	\$200.00
Senior Project Engineer	\$195.00
Project Engineer.....	\$160.00
Project Manager	\$160.00
Building Envelope Specialist	\$155.00
Professional Engineer	\$145.00
Building Envelope Consultant.....	\$135.00
Engineer EIT II	\$130.00
Engineer EIT I	\$120.00
Engineering Intern	\$110.00
Senior Designer.....	\$160.00
Designer	\$140.00
Technician III	\$125.00
Technician II	\$115.00
Technician I	\$105.00
Senior Construction Services Rep.....	\$160.00
Intern.....	\$85.00
Project Coordinator	\$100.00
Administrative Assistant	\$90.00
Survey Crew (two-man)	\$245.00
Survey Crew (one-man)	\$165.00
Professional Land Surveyor.....	\$150.00
Survey Technician I.....	\$105.00

TRAVEL AND TRANSPORTATION EXPENSES

1. Reimbursement for actual travel and subsistence expenses paid to or on behalf of employees on business connected with the project at the multiple of 1.1 times cost to Martin/Martin.
2. Sixty-five and one half cents (\$0.655) per mile for use of vehicles.

OUTSIDE SERVICES

Invoice cost of services and expenses charged to Martin/Martin by outside consultants, professional, or technical firms engaged in connection with the order/project at a multiple of 1.1 times cost to Martin/Martin.

PLOTTING/PRINTING COSTS

- Photo copies at \$0.04/sheet
- Color photo copies \$0.25/sheet
- Bond Sheets \$0.10/SF
- Mylars at \$3.40/SF
- Color plots \$6.00/SF

MISCELLANEOUS EXPENSES

The invoice cost of materials, supplies, reproduction work, and other services, including communication expenses, procured by Martin/Martin from outside sources, at a multiple of 1.1 times cost to Martin/Martin. All out of pocket expenses not included above will be included in this category.

Hammond Engineering Rates

Mechanical, Electrical Low Voltage



Personnel Classification	Hourly Rate
Principal	\$266.35
Project Manager	\$164.52
Senior Engineer	\$145.80
Design Engineer	\$108.29
BIM/CAD Coordinator	\$87.49
Project Administrator	\$65.66

Building Communities.



Amy Bell, AIA, NCARB, NCIDQ, LEED GA
Vice President, Georgia Architecture

(334) 728-2048
amy.bell@gmcnetwork.com



Building
Communities



www.gmcnetwork.com

Fairburn Public Safety Complex					
Space Summary	# of Spaces	# of Seats	SF/Space	Total SF/Space	Notes
Site Program					
Public Parking	1			0	In front
Secure Parking	1			0	1 for PD; 1 for FD or could be shared. Gated & In the back.
Fueling Station	1			0	
Memorial Area (15'x15')	1			0	250 SF Outdoor Space w/future water fountain, shared with Fire
Sally Port (2 Vehicles)	1			0	Outdoor Space 2 bay 30'x30'.
Sub-Total Net Square Footage				0	
Police Department Headquarters					
Lobby	1	8	500	500	bullet resistant glass
Secure Office	1	8	500	500	Secure reception window; no door from lobby to staff areas.
Mail/Copy Room	1		250	250	
Community Room	1	75	1125	1125	
Community Room Office	1	1	300	300	
Community Room Storage	1	1	300	300	
Locker Rooms	2	20	500	1000	
Lactation Room	1		150	150	mini-fridge, sink, storage cabinet
Kennel Room	1		150	150	4 Kennels. Hose bibb and drain for wash downs.
Armory	1		250	250	Concrete/Solid Walls.
Property Room/Crime Lab	1		300	300	Concrete/Solid Walls. Pass-thru to Storage.
Property Storage	1		1000	1000	Concrete/Solid Walls. Pass-thru to Property Room. Caged Shelving
Future Holding Cells	1		300	300	Concrete/Solid Walls.
Gym	1		750	750	
Roll Call Room	1	40	1000	1000	
Patrol Division Lieutenant Offices	4	2	150	600	
Live Monitoring Center	1		500	500	Camera Feeds. Roll Call. Concrete/solid walls
General Storage	1		300	300	
Break Room	1		450	450	
Special Operations Office (Shared)	1	2	150	150	Second Level.
Detective's Bullpen	1	8	640	640	Second Level. 80 SF Workstations.
Detective's Lieutenant Office	1	2	150	150	Second Level.
Detective's Sergeant Office	1	2	350	350	Second Level.
Chief Office	1		300	300	Second Level. Office with Toilet.
Command Staff Offices	4		250	1000	Second Level.
Command Staff Executive Assistant Office	1		150	150	Second Level.
Interview Room	1		150	150	Second Level.
Conference Room	1	20	300	300	Second Level.
Drone Storage	1		50	50	Rooftop Closet.
Crime Scene Vehicle Bay	1		450	450	2 Bay Metal Building w/rolling doors
Sub-Total Net Square Footage				13415	
Grossing Factor				1.4	
Total Gross Square Footage				18781	
Cost Per Square Foot				\$425	
Escalation				1.08	
Police Headquarters Construction Cost				\$8,620,479	
Fire Department Headquarters					
Lobby/Reception	1	8	400	400	
Mail/Copy Room	1		250	250	
Break Room	1		450	450	
Shower Room	2		100	200	
Chief Office	1		300	300	Office with Toilet. Murphy Bed
Offices	7	2	150	1050	Murphy Bed
General Storage (with small Records Room)	1		300	300	
Conference Room	1	25	320	320	
Sub-Total Net Square Footage				3270	
Grossing Factor				1.4	
Total Gross Square Footage				4578	
Cost Per Square Foot				\$425	
Escalation				1.08	
Fire Headquarters Construction Cost				\$2,101,302	

Fire Station					
Lobby/Reception	1	4	200	200	no office, need unisex restroom
Typical Bunks	10	10	70	700	
Captain Office	1	1	165	165	
Captain Bunk	1	1	70	70	
Battalion Chief Office	1	1	225	225	
Chief Bunk	1	1	80	80	
Laundry Room	1		80	80	
Fitness	1		265	265	
Training Room	1		225	225	
Day Room / Training	1		435	435	
Dining & Kitchen	1		555	555	
Apparatus Bays (4)	1		5100	5100	15'x75' Aprox./Bay. Two Bays for Maintenance Equipment and Apparatus Repair
Air Lab	1		80	80	
General Storage	1		130	130	
Decontamination Room	1		105	105	
Gear Lockers	1		340	340	
Sub-Total Net Square Footage				8755	
Grossing Factor				1.4	
Total Gross Square Footage				12257	
Cost Per Square Foot				\$425	
Escalation				1.08	
Fire Station Construction Cost				\$5,625,963	
Total Net Square Footage				25440	
Grossing Factor				1.4	
Total Gross Square Footage				35616	
Cost Per Square Foot				\$425	
Escalation				1.08	
Total Construction Cost				\$16,347,744	
Future Building					
Municipal Court					
Lobby/Reception	1	10	800	800	Secure Reception Window, no door from lobby to staff areas; 6' high and bullet resist panels in millwork at Judge's Bench
Mail/Copy Room	1		250	250	
Office	1	2	150	150	
Open Work Station	4	2	80	320	
Courtroom	1		2500	2500	(40'x50' aprox. Current size)
Breakroom	1		450	450	
Staff Conference Room	1	10	150	150	
Warrant Technician Office	1		150	150	
Judge Office	1		300	300	with toilet; adjacent to conference
Judge Conference	1	6	150	150	adjacent to office
Prosecution Conference	1	6	150	150	
Defense Conference	1	6	150	150	
Holding Area	1	10	200	200	No cells.
Municipal Court Sub-Total Net Square Footage				5720	
Grossing Factor				1.4	
Total Gross Square Footage				8008	
Cost Per Square Foot				\$425	
Escalation				1.08	
Municipal Court Construction Cost				\$3,675,672	

Professional Services Agreement

Client	GMC
Contact	Carolyn Hinton
Address	6120 Powers Ferry Road NW Suite 200 Atlanta, GA 30339
Office	770-952-2481
Mobile	205-542-3004
Email	carolyn.hinton@gmcnetwork.com

Date	Proposal / Project No.
February 15, 2024	P-4805 Rev 1

Project Name & Location
City of Fairburn Public Safety Complex Fairburn, GA

Scope of Services
<u>BOUNDARY, TOPOGRAPHIC, UTILITY AND TREE SURVEY</u> Prepare a boundary, topographic, utility and tree survey of the two parcels of land as shown in blue on the attached tax maps. Property records for the subject parcel and adjoining parcels will be obtained from the courthouse to analyze the deeded property line locations vs. monuments found on the ground. All property corners will be found and marked. Any missing property corners will be replaced with 5/8" rebars or other acceptable monuments as conditions may require. The property lines between corners will not be marked. The survey will show the location of the visible improvements on the subject property. The topographic survey will include two foot contours, grade breaks, curbs, sidewalks, steps, pavement edges, signs, paint stripes, storm drainage pipes, visible utilities and any other visible improvements found on the property within the defined topographic limits. The invert elevations, pipe sizes and pipe material will be shown for storm and sanitary pipes where visible and safely accessible. This scope excludes entry into storm and/or sanitary structures that are considered confined spaces. The location of buildings will be measured at ground level. Finished floor elevations will be measured at the threshold of each doorway within the survey limits. The limits of thick vegetated areas will be noted. A private underground utility locating consultant will be retained as part of this scope to mark the location of the underground utilities within the survey limits. Paint and/or flags will be placed on the ground directly above all traceable underground utilities within the survey limits. Each utility will be marked with a specific color. Underground utilities will be located utilizing radio frequency techniques. This technique is capable of locating metallic utilities and other utilities with tracer wires. Non-metallic utilities and utilities without tracer wires will not be physically marked on the ground. A report containing utility records obtained as part of this work will be provided with the survey. The location of individual trees will be as follows: Any deciduous canopy tree the DBH of which equals or exceeds thirty (30) inches. Any evergreen canopy tree the DBH of which equals or exceeds twenty four (24) inches. Any understory tree the DBH of which equals or exceeds ten (10) inches. The trees shown on the survey will note the diameter(dbh) and common name for each tree. <u>LOCATE WETLAND FLAGS (Optional)</u> LEI will locate wetland flags placed from the wetland assessment as provided by the client. Wetland delineation locations will be shown on the survey based on field measurements.

SURVEY DATUM & DELIVERABLE

The survey will be prepared in accordance with the rules set by the Georgia Board of Registration for Professional Engineers and Land Surveyors, Chapter 180-7; Technical Standards for Property Surveys in Georgia. The survey will be referenced to state plane coordinates, Georgia West Zone (NAD 83) and mean sea level elevations (NAVD 88).

ASSUMPTIONS AND UNDERSTANDINGS

- This scope of services does not include an ALTA Survey or the preparation of written legal descriptions.
- The client will be responsible for submitting to the local governing authority for any required approvals.
- Wetlands will only be shown if delineated by the client.
- The determination of State Water Buffers is not included.
- A Combination Survey is not included.

Hourly Services:

Services in addition to the scope of services outlined above will be performed on an hourly basis or a predetermined lump sum cost agreed by both parties in writing. Hourly services will be performed at rates shown on the attached rate sheet.

BOUNDARY, TOPOGRAPHIC, UTILITY AND TREE SURVEY.....\$27,995

LOCATE WETLAND FLAGS (Optional).....\$2,400

Schedule	TBD	Fee	See above itemized fees
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Authorization

I, the undersigned, certify that I am an authorized agent of the company or client represented above and authorize Land Engineering, Inc. to proceed with the services as outlined in this agreement in accordance with the contract terms and conditions stated herein.

Client Signature

Date



2/15/2024

Mitchell J. Paulk, PE, RLS
President
Land Engineering, Inc.

Date

Printed Name

DC

Land Engineering, Inc.
Contract Terms & Conditions

1. **PAYMENT OF CONSULTANT.** Monthly invoices will be issued by CONSULTANT for all work performed under the terms of this AGREEMENT. Invoices are due and payable upon receipt. The CLIENT who signs this agreement will be solely responsible for full payment. The CONSULTANT will not be responsible for collecting payment from multiple parties or anyone other than the CLIENT represented herein. In addition to any other remedies CONSULTANT may have, CONSULTANT shall have the absolute right to cease performing any basic or additional services in the event payment has not been made, without any liability to CLIENT, pending payment of CLIENT's outstanding indebtedness. An interest charge of two percent per month will be added to invoices not paid within sixty days.
2. **STANDARD OF CARE FOR CONSULTANT.** CONSULTANT shall furnish services in a manner consistent with industry standards and to the level of professional skill generally acceptable in the industry with regard to services of this kind.
3. **LIMITATION OF LIABILITY.** The owner agrees to limit the CONSULTANT's liability to the owner for any cause of action or combination of causes, whether arising out of claims based upon contract, warranty, negligence, errors and omissions, strict liability or otherwise, is in the aggregate, limited to \$25,000, the CONSULTANT's total fee for the services rendered on this project (whichever is greater) or other amount agreed upon when added under Special Conditions.
4. **LEGAL EXPENSES.** In the event legal action is brought by CLIENT or CONSULTANT against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party its reasonable amounts for attorney's fees, costs and expenses incurred as a result of that action.
5. **PROJECT TIME.** Should completion of the services be delayed for cause(s) beyond CONSULTANT's responsible control, including, but not limited to, force majeure and rain delays, the time for performance shall be extended for a period at least equal to the delay and the parties will mutually agree on the terms and conditions upon which the services may be continued.
6. **PROJECT DELAYS.** The CONSULTANT will provide services in a timely manner, but it is agreed between the parties to this AGREEMENT that the CONSULTANT cannot be responsible for delays occasioned by factors beyond CONSULTANT's control, nor by factors which could not reasonably have been foreseen at the time this AGREEMENT was prepared and executed.
7. **LIMITATION OF PROFESSIONAL SERVICES.** Unless expressly stated to the contrary, the professional services to be provided by the CONSULTANT do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing or arbitration. If requested, these services will be provided by an amendment to this AGREEMENT, setting forth the terms of compensation to be received by the CONSULTANT.
8. **CONFIDENTIALITY.** The CONSULTANT shall not disclose nor permit disclosure of any information specifically designated by the CLIENT as confidential, except to its employees and other subconsultants who need such information in order to properly execute the services of this AGREEMENT.
9. **OWNERSHIP OF WORK PRODUCT.** CONSULTANT shall remain the owner of all drawings, reports and other material provided to CLIENT. CLIENT shall be authorized to use the copies provided by CONSULTANT only in connection with the Project.
10. **TERMINATION.** Either party may terminate this AGREEMENT at any time by giving thirty days (30) notice to the other party. If this AGREEMENT is terminated, the CONSULTANT shall be compensated for work actually performed and expense incurred up to the date of termination.
11. **RECORD RETENTION.** All records related to this AGREEMENT shall be retained by both parties for a period of four (4) years after the conclusion of this AGREEMENT. Records relating to any claim arising out of the performance of this AGREEMENT, or costs and expenses of this AGREEMENT to which exception has been taken by either party, shall be retained by the other party until the claim has been resolved.
12. **GOVERNING LAW.** This AGREEMENT shall be governed in all respects by the laws of the State of Georgia.



Google Earth

Image © 2024 Airbus



February 27, 2024

Goodwyn Mills Cawood
6120 Powers Ferry Rd NW
Suite 200
Atlanta, GA 30339

Attention: Nathan Williamson, AIA, NCARB, LEED NC | Senior Architect

**Subject: City of Fairburn Public Safety Complex – Traffic Impact Study & Signal Design
City of Fairburn, Georgia**

Dear Mr. Williamson:

Croy Engineering, LLC is pleased to submit this Proposal and Agreement to provide professional services to perform a traffic impact study for a proposed public safety complex to be located on SR 74/ Virlyn B. Smith Road north of US 29/SR 14/Roosevelt Highway in Fairburn, Georgia. The traffic impact study will include an Intersection Control Evaluation (ICE) to satisfy criteria and guidelines required by the Georgia Department of Transportation (GDOT) for driveways on state roadways. Additionally, our team will assist with preparing traffic signal construction plans for a proposed signal at the site driveway on SR 74/Virlyn B. Smith Road and coordinating GDOT permit applications with GDOT's District 7 office and the Office of Traffic Operations.

A more detailed project specific Scope of Services is attached and identified as Exhibit A. After review, if this proposal is acceptable to you, please sign the last page of the Professional Services Agreement, Exhibit B, and return a signed copy to initiate the start of services.

Thank you for this opportunity to submit this proposal. If you have any questions, please feel free to contact me at (678) 580-9981 or aturner@croyeng.com.

Sincerely,

Croy Engineering, LLC

Aimee S. Turner, P.E., PTOE
Traffic Engineering Department Manager

Exhibits

EXHIBIT A

SCOPE OF WORK

TASK 1: TRAFFIC DATA COLLECTION

- Perform turning movement counts during the anticipated 2-hour morning and afternoon weekday peak travel periods at the study intersections. Anticipated intersections are below:
 1. US 29/SR 14/Roosevelt Highway Ramp at SR 74/Virlyn B. Smith Road
 2. SR 74 Ramp at US 29/SR 14/Roosevelt Highway
 3. SR 74/Virlyn B. Smith Road at Tell Road
 4. SR 74/Virlyn B. Smith Road at Rivertown Road
 5. Tell Road at Rivertown Road
 6. Fairburn Industrial Boulevard at Broad Street Ramp
 7. Broad St at SR 74/Virlyn B. Smith Road Ramp
 8. SR 74/Virlyn B. Smith Road at I-85 SB Ramp
 9. SR 74/Virlyn B. Smith Road at I-85 NB Ramp
- Perform a 24-hour bidirectional and vehicle classification counts on roadways adjacent to site location. Anticipated roadways are below:
 1. SR 74/Virlyn B. Smith Road north of US 29/SR 14/Roosevelt Highway Ramp
 2. SR 74/Virlyn B. Smith Road south of US 29/SR 14/Roosevelt Highway Ramp
 3. US 29/SR 14/Roosevelt Highway east of SR 74/Virlyn B. Smith Road

Data collection will be performed by a sub-consultant.

TASK 2: TRAFFIC IMPACT STUDY

EXISTING CONDITIONS ANALYSIS

- Complete a review of existing roadway facilities to document existing conditions of the roadway infrastructure in the study area. All data including signal timing, lanes' configurations and collected traffic volumes will be input a traffic engineering software to complete the model for existing traffic.
- Quantify existing traffic operating conditions of surrounding roadway network using traffic engineering software. Information associated with Levels of Service (LOS) and controlled delay will be reported.

NO BUILD CONDITIONS ANALYSIS AND RECOMMENDATIONS

- Identify planned developments and programmed transportation improvement projects in the vicinity of the development that may impact traffic in the future in the study area.
- Grow existing traffic volumes to the anticipated build-out year for the development applying the approved annual growth rate.
- Quantify base year traffic operating conditions at the study intersections prior to introduction of the proposed development's new trips, i.e. the "No Build" condition, using the traffic engineering software.
- Identify any transportation improvements needed prior to the addition of the development's new trips, to be labeled as "System" Improvements.

GDOT ICE ANALYSIS

- Prior to issuing an encroachment permit to modify or construct a new intersection, GDOT requires an Intersection Control Evaluation (ICE) at intersections on state routes per GDOT Policy 4A-5.
- Croy will obtain data used as input to the ICE worksheet and perform the evaluation following GDOT guidelines for the proposed driveway for the development on SR 74/Virlyn B. Smith Road.

BUILD CONDITIONS ANALYSIS AND RECOMMENDATIONS

- Distribute the projected new trips to the site driveway, adjacent roadway network, and assign to individual maneuvers at the study intersections.
- Add site generated trips will be added to the base or “No Build” traffic volumes to determine the traffic impact after the introduction of the development’s new trips, i.e. the “Build” condition.
- Identify any transportation improvements needed after the introduction of the development’s new trips, to be labeled as “Site” Improvements.

TRAFFIC IMPACT ANALYSIS FINAL REPORT

- Summarize the findings of the traffic impact analysis for the “Existing”, “No Build”, and “Build” conditions.
- Prepare final report detailing methodologies, analysis, results, and recommendations.
- Attend a review meeting with reviewing agencies and client to discuss results of study.

TASK 3: SIGNAL DESIGN & PERMITTING

- Conduct field visit at site location to document existing conditions.
- Using the base plan from the survey information that will be provided by Goodwyn Mills Cawood, prepare a traffic signal plan showing the signal modifications required to add the development’s proposed site driveway to the east leg of the existing intersection of US 29/SR 14/Roosevelt Highway Ramp at SR 74/Virlyn B Smith Road, including the location of all equipment, signal phasing, signs, and pavement markings.
- Submit a 30-scale signal plan to GDOT District 7 office for review and comment prior to submitting the full signal revision permit application to GDOT’s Office of Traffic Operations.
- Prepare the signal revision permit application for submittal to GDOT’s Office of Traffic Operations for review and approval.
- Prepare a detailed cost estimate for the construction of the traffic signal.

PROJECT COST

The lump sum fee breakdown for the scope of work detailed in this proposal is below.

Task Description	Cost
Task 1: Traffic Data Collection	\$ 3,780.00
Task 2: Traffic Impact Study	\$ 15,940.00
Task 3: Signal Design & Permitting	\$ 19,360.00
GRAND TOTAL	\$ 39,080.00

SCHEDULE

With the receipt of the Notice to Proceed, traffic counts will be schedule for collection. Upon the receipt of the traffic counts, a draft of the technical report will be submitted for review to the client within 15 business days. After receiving review comments, the analysis will be updated within 5 business days and transmitted for submittal.

Concurrently, once the base plan is received from GMC, the traffic signal plan will be submitted to GDOT's District 7 within 4 weeks.

NOTES

Croy Engineering can provide additional services, and add them to the Scope of Work, if requested. These services include, but are not limited to:

- Changes to Scope of Work.
- Additional meetings with GDOT or the City of Fairburn.

INVOICING

Invoicing will be progressive and submitted monthly for percentage work completed to date, less previous payments.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT effective as of **February 27, 2024** (“Effective Date”) between:

Client: **Goodwyn Mills Cawood**
6120 Powers Ferry Rd NW
Suite 200
Atlanta, GA 30339

Engineer: **Croy Engineering, LLC.**
200 Cobb Parkway North
Building 400, Suite 413
Marietta, Georgia 30062

FOR PROFESSIONAL CIVIL ENGINEERING SERVICES FOR THE FOLLOWING PROJECT:

Project Address: **SR 74/ Virlyn B Smith Road north of US 29/SR 14/Roosevelt Highway, Fairburn, Georgia**

Client and Engineer in consideration of their mutual covenants as set forth herein agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

Engineer shall provide the Basic and Additional Services set forth herein and in Exhibit A.

ARTICLE 2 - CLIENT’S RESPONSIBILITIES

2.01 General

Client shall execute this agreement in a timely manner. If Client has authorized the Engineer to proceed with Scope of Services by verbal and/or email prior to furnishing a signed copy of this agreement, the Client is bound by the terms of this agreement.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

Engineer’s services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, Engineer’s obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of Engineer

For Basic Services: Client shall pay Engineer for Basic Services performed or furnished under Exhibit A.

For Additional Services: Client shall pay Engineer for Additional Services performed on an Hourly Basis at the rates identified in or a Negotiated Lump Sum Fee for the Additional Services. Standard Hourly Rates can be furnished upon written request.

For Reimbursable Expenses: Client shall pay Engineer for Reimbursable Expenses incurred by Engineer and Engineer’s Consultants, at a rate of cost plus **0%**.

4.02 Payments

Payment of Invoices: Invoices are due and payable upon receipt. If Client fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Client, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

Disputed Invoices: In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. It is the Client’s responsibility to identify any disputed invoices. Invoices not identified within 30 days will not be eligible for dispute.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator. Engineer assumes no responsibility for the accuracy of opinions of Project Construction Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

6.02 Geotechnical Subsurface Exploration

Croy Engineering recommends that the Client retain a Geotechnical firm to make a subsurface investigation for rock and other subsurface conditions not observable from the surface. Provided that the Client has conducted such subsurface investigations as Croy recommends, Croy will, working in concert with the Client, perform the Civil Design to accommodate the Client's desires so as to minimize the anticipated amount and cost of rock removal. If, after site work construction commences, the site work contractor encounters greater amounts of rock than anticipated, Croy will, at the Client's expense, redesign the civil work to accommodate that rock, with the cost of such redesign to be paid to Croy by Client as Additional Services. The Client acknowledges that notwithstanding the Geotechnical investigation, that Croy is not responsible for costs associated with the rock removal should more rock, or other subsurface conditions, be encountered beyond what the Geotechnical report indicates.

6.03 Use of Documents

All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Engineer) whether or not the Project is completed. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

6.04 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon written thirty-day notice.

6.05 Controlling Law

This Agreement is to be governed by the law of the state in which the Project is located.

6.06 Successors, Assigns, and Beneficiaries

Client and Engineer each is hereby bound to the other party to this Agreement. Neither Client nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

6.07 Dispute Resolution

It is expressly agreed between Client and Croy Engineering, that any claims, disputes or other matters or questions ("Dispute") arising out of the performance of this Agreement or the breach thereof, will initially be referred to Mediation, unless the parties agree to waive the Mediation requirement and to proceed directly to Arbitration. Any such Dispute, which is not resolved through Mediation, shall be resolved by binding Arbitration, pursuant to the Construction Industry Rules of the American Arbitration Association, then in force and effect. Client further agrees that in the event that Croy Engineering may be involved in an Arbitration with other parties; that is involved with or relates to the performance of this Agreement, Client agrees to join in such Arbitration. Notwithstanding any provision of this Agreement to the contrary, should Croy Engineering be involved in litigation, which may involve the Client, Client agrees to the joinder in the aforesaid litigation.

6.08 Hazardous Environmental Condition

To the extent known to Client has disclosed to the best of its knowledge to Engineer the existence of all asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the Project Site, including type, quantity and location. It is acknowledged by both parties that Engineer's Basic Scope of Services does not include any services related to a Hazardous Environmental Condition.

6.09 Allocation of Risks

A. Client acknowledges that even with accomplishment of Geotechnical and Subsurface Investigations, it is impossible to determine the exact composition of subsurface conditions, and that the risk and costs of addressing such necessarily are born solely by the Client.

1. To the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and Engineer's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project.

2. To the fullest extent permitted by law, Engineer's total liability to Client and anyone claiming by; through; or under Client for any cost, loss, or damages caused in part by the negligence of Engineer and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Client, Engineer, and all other negligent entities and individuals.

3. In addition to the indemnity provided under paragraph 6.09.A.1 of this Agreement, and to the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer and its officers, directors, partners, employees, and Engineer's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting there from, and (ii) nothing in this paragraph 6.09.A.3 shall obligate Client to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

B. Limitation of Engineer's Liability:

Engineer's Liability Limited to Amount of Engineer's Compensation. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Client and anyone claiming by; through; or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement.

6.10 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.11 Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination.

6.12 Severability

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.13 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE 7 - EXHIBITS AND SPECIAL PROVISIONS

7.01 Exhibits Included

Exhibit "A" Scope of Services

Exhibit "B" Professional Service Agreement

Exhibit "C" Project Data

7.02 Total Agreement

This Agreement constitutes the entire agreement between CLIENT and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

ARTICLE 8 - ACCEPTANCE

By signing below the Client agrees to the Terms and Conditions of this Agreement.

Client: _____

Client Representative _____ **Title:** _____

Signature: _____ **Date:** _____

Croy Engineering, LLC.

Engineer: 200 Cobb Parkway North, Building 400, Suite 413, Marietta, GA 30062

Engineer Representative Aimee S. Turner, P.E., PTOE **Title:** Traffic Engineering Department Manager

Signature:  _____ **Date:** February 27, 2024



Goodwyn Mills Cawood

6120 Powers Ferry Road NW
Suite 200
Atlanta, GA 30339

T (770) 952-2481
F (770) 955-1064

www.gmcnetwork.com

April 2, 2024

Dana Smith
Building Operations Director
City of Fairburn
56 Malone Street SW
Fairburn, GA 30213

REFERENCE: ADD SERVICE PROPOSAL FOR LANDSCAPE ARCHITECTURAL DESIGN

PROJECT: City of Fairburn Public Safety Complex

Dana,

Goodwyn Mills Cawood, LLC (GMC) sincerely appreciates the opportunity to present this proposal to provide Professional Architectural Services for City of Fairburn.

The following is an understanding of the scope of services and related fees for this project.

Project Description

The Public Safety Complex is anticipated to include Building(s) for the Police Department Headquarters, Police Crime Scene Building, Fire Department Headquarters, Fire Station, and Municipal Courts. Site amenities are anticipated to include a new vehicular entrance and traffic signal on Virlyn B. Smith Rd., a new entrance on Roosevelt Hwy. 29, public and secure parking, a vehicular fueling station, and outdoor memorial plaza space. With an approximately \$19.2M construction budget, it is anticipated that multiple construction phases will be required to fully complete the project as additional funding is made available.

SCOPE OF SERVICES

1. Landscape Architecture Design

- Hardscape
- Landscape
- Site furnishings
- Fallen Officers Memorial space (apx. 15' x 15') with future phase water feature
- Site lighting coordination

Schematic Design:

Site assessment and conceptual design – We will meet with you and potential design committee members to address programing and vision for key elements of the design.

A schematic plan will be developed based on the comments and input. Schematic plan sketches and character images will be prepared to convey design intent and direction. (2 meetings)

Design Development:

With comments from the Schematic Design all elements will be developed further into hardline CAD linework drawings for owner review and coordination with the other members of the design team.



Construction Documents:

With comments made from the Design Development phase we will prepare plans & specifications required for pricing and construction.

Deliverables are:

- 90% Construction Drawings
- 100% Issued for Construction Drawings

Drawings and Specifications will be provided for the following:

- Hardscape Plan & Details
- Landscape Plan & Details
- Irrigation Performance Specifications
- Site Furnishings

Construction Administration:

Review and address RFIs and submittals. Attend construction and OAC Meetings. Prepare punch list and review for final completion. (2 meetings, 2 site visits, 3 punch list visits)

Permitting:

Prepare tree recompense and planting plan to satisfy code requirements as part of the civil LDP package. Revise plans per staff comments as required for approval.

2. Master Planning

Provide an overall plan showing road circulation, parking, amenities, proposed structures, future building areas, and landscape areas.

We will produce an overall hand sketched masterplan incorporating proposed improvements with one or more options for your review. We will meet with you and others and obtain input for the proposed concepts.

Based on your comments and input we can finalize the master plan. All recommendations will be presented on a masterplan illustrating what the proposed conditions will look like. Deliverable will include the following:

- Illustrated Color MasterPlan

We will provide you with a pdf/electronic version suitable for reproduction. (3 meetings)



COMPENSATION

Basic Services Fee

Compensation for the Landscape Architectural design services for the described scope is as follows:

1. Landscape Architecture Design	
Schematic Design	\$16,700
Design Development	\$13,300
Construction Documents	\$26,800
Construction Administration	\$10,100
Permitting	<u>\$6,500</u>
	\$73,400
2. Master Planning	
Master Planning	<u>\$21,500</u>
Total	\$94,900

Reimbursable Expenses

Expenses directly related to the Project will be reimbursed by the Owner, in addition to the compensation outlined above, and will be invoiced to the Owner with a 1.2 markup. Normal reimbursable expenses include costs associated with travel, as well as costs of reproduction (for progress prints and final documents for Owner and), and communication (postage, delivery, and handling of documents). GMC recommends an allowance of 10% of the professional fee be budgeted.

Payment Terms

Professional services will be invoiced monthly in accordance with the status of the work. Payment is due 30 days from the invoice date, and is consider past-due thereafter. Past-due invoices will accrue interest at a rate of one percent (1%) per month.

FAIR ALLOCATION OF RISK

In recognition of the relative risks, rewards and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees that, to the fullest extent permitted by applicable law, GMC and its consultants' total liability to the Client for any and all claims, injuries, losses, expenses, damages or claim expenses arising out of this agreement and/or the subsequent AIA Contract shall not exceed *ONE-HUNDRED THOUSAND DOLLARS [\$100,000.00]*.

LIABILITY INSURANCE

GMC maintains Workman's Compensation, comprehensive commercial general liability, and professional liability (E&O) insurance coverage. A copy of our insurance certificate is available upon request.



If this proposal meets your approval, please signify by adding your signature below and sending back to me. We look forward to working with you on this project.

Sincerely,

GOODWYN MILLS CAWOOD, LLC

A handwritten signature in blue ink that reads 'Matt Mitchell'.

Matt Mitchell, PLA, LEED AP
VP, Georgia Landscape Architecture

AGREED:

Signed

By

Date

Professional Service Agreement

Goodwyn Mills Caywood

117 Welborn Street
Greenville, SC 29601

T (864) 60
F (864) 527-0461

www.gmcnetwork.com

Section I

THIS AGREEMENT, made and entered into by and between Goodwyn Mills Caywood (GMC) and the Client identified herein, provides for professional services described under Section II, SCOPE OF SERVICES of this AGREEMENT.

DATE: April 3, 2024

CLIENT: City of Fairburn

CONTACT PERSON(S): Mario B. Avery

Telephone: (770) 964-2244

PROJECT (NAME OR DESCRIPTION): City of Fairburn Public Safety Complex
West Broad Street at Virlyn B Smith Rd
Fairburn, GA

GMC agrees to complete the services as set forth in Section II, SCOPE OF SERVICES, and Section III, COMPENSATION attached hereto and made a part of the AGREEMENT hereof, in accordance with Section IV, STANDARD PROVISIONS expressed herein.

IN WITNESS WHEREOF, this AGREEMENT is accepted on the date written above.

City of Fairburn

GMC, LLC

SIGNED: _____

SIGNED:  _____

NAME: Mario B. Avery

NAME: Michael Lukus

TITLE: Mayor

TITLE: SPM

DATE: _____

DATE: 4-3-24



Section II (SCOPE OF SERVICES)

GMC appreciates the opportunity provide our site / civil engineering services for the referenced Public Safety Complex at the intersection of West Broad St and Virlyn B Smith Rd, in Fairburn, GA. This proposal will include site / civil plans and reports for the proposed Complex and all associated infrastructure as necessary for the development. Survey, Traffic and Geotech services are not included in this scope.

We believe our services can be further defined as follows:

Design Development Phase: GMC will provide due diligence, site visits and attend meetings as necessary for the project. This includes preliminary site planning, coordination w/ developer and coordination with the City, GDOT & Georgia EPD.

Construction Documents and Final Design Phase: Site / Civil Plans and reports will be prepared to obtain all necessary site development approvals through the County, GDOT & GA EPD. Coordination with and submittals to the Client are also realized under this scope.

Plans / Documents will include:

- Site Plan and Details
- Grading / Stormwater Plans and Details
- Sediment and Erosion Control Plans and Details
- Stormwater Design / Documents (including SWPPP)
- Utility Plan and Details
- Landscape Plans and Details

Offsite Improvement Plans: All offsite improvements (access drives, road widening and/or utilities) are realized under this scope. GMC will work with the City and GDOT to determine all required improvements and complete the design accordingly.

Permit Submittals / Approvals: GMC will provide stamped/signed construction plans for initial submittals for all required site development permits. GMC will provide all required civil documents and plans for any required permitting meetings and attend as necessary. Approvals expected for this project are to be obtained through the City, GDOT, and the GA EPD.

Miscellaneous Services: These services include, but are not limited to, cost estimates, site/scope changes during design, site inspections, as-builts, certifications and operating permits.

Bid Phase: GMC will work with City in providing all plans and documents required for the bidding process. Responding to bid questions, and evaluating provided bids is also included in this scope.

Construction Phase: These services include, but are not limited to construction administration, site inspections, responding to RFI's, progress meetings and associated minutes, review and certification of construction contract payments, shop drawing review/approval, change order review/recommendations, as-builts, certifications, operating permits and all associated close-out documentation, and all other related work.



Warranty Phase: GMC will advise the City concerning warranties, correction of defective work, or operational issues during the construction contract warranty period.

Sub-Consultant Work

Wetland Consultant: GMC will work with an environment consultant to determine if the site contains stream and/or wetland areas. A determination letter will be provided, stating whether they are present. If present GMC will work with the consultant to complete the proposed impact, mitigation, and design requirements. Cost for said work will be agreed upon with Client prior to commencement of work.



Section III (COMPENSATION)

GMC prefers to furnish services on a lump sum fee basis. Lump sum fees cover all expenses for design, plan preparation and submittals - with the exception of printing, travel and submittal fees. All submittal fees are to be paid by the Owner. Printing, shipping and travel costs will be billed under the *Expenses* clause of this proposal. Lump Sum fees include coordination meetings, plan preparation, design calculations and details, phone and administration.

Site / Civil Design

<i>Design Development Phase</i>	<i>\$40,000</i>
<i>Construction Documents and Final Design Phase</i>	<i>\$145,000</i>
<i>Bid Phase</i>	<i>\$10,000</i>
<i>Construction and Warranty Phases</i>	<i>\$25,000</i>
<i>Subsequent Phases</i>	<i>TBD</i>
Expenses:	at cost + 10%

Subconsultants

Environmental Consultant (Initial Delineation Only)	\$5,500
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**Any additional requested services will be billed hourly, per the attached rate sheet, or at a lump sum fee as agreed upon between GMC and the client. In the event of major plan revisions and/or scope not covered in the contract, GMC will evaluate the necessary site development plan modifications to determine the amount of time necessary to complete the revisions.*



Section IV (STANDARD PROVISIONS)

A. General Provisions

A.1 The Client's execution of the AGREEMENT authorizes GMC to perform all services in the AGREEMENT unless otherwise noted in writing in the AGREEMENT or modified by written change order executed by GMC and the Client.

A.2 The Client shall provide GMC access to the Project throughout the entire duration of the Project.

B. ASSIGNMENT: Neither the Client nor GMC will assign or transfer its interest in this AGREEMENT without the written consent of the other.

C. INFORMATION PROVIDED BY OTHERS: The Client agrees to promptly provide GMC all information, whether written, electronic or otherwise, with respect to the Project which might reasonably be pertinent or necessary to enable GMC to satisfactorily perform its services hereunder. The Client and the client's sub-consultants assume full responsibility for the accuracy of any information supplied to GMC by the Client, as it is not with GMC' SCOPE OF SERVICES to check or verify said accuracy, and the Client shall not hold GMC responsible for the accuracy of any information furnished by the Client.

D. DOCUMENTS: All final construction documents including final plans, specifications, and final design calculations will be made available to the Client. Where such documents are required to be filed with government agencies, GMC will furnish copies to the Client upon request. These documents are prepared by GMC for the expressed use by the Client for the services described in this AGREEMENT, affiliated with this project only. GMC is not liable for or responsible for any use or changes by any other party and does not warrant the information contained therein to any other party. Any unapproved use or modification shall be at the Client's or others sole risk without liability or legal exposure to GMC unless approved in writing by GMC, prior to such reuse.

E. TIME LIMITATION FOR ACCEPTANCE: This agreement is offered to the Client in good faith, and GMC warrants this is a valid contract if executed by the Client and received by GMC within sixty (60) days of the date this contract is delivered to the Client.

F. INVOICE PROCEDURES AND PAYMENT

F.1 Invoices for all work accomplished and reimbursable expenses during each calendar month shall be submitted to the Client. Monthly invoices shall include the portion of the fee earned for the month based on the services performed, as determined by GMC, and any charges for reimbursable costs.

F.2 Reimbursable cost for Sub-Consultants – These fees include fees for professional associates/sub consultants hired and paid by GMC. If GMC is required to hire and pay any professional sub-consultants (i.e. geotechnical engineers, traffic consultants, etc.) these reimbursable cost shall be charged at actual cost plus an administrative charge of 10% and shall be itemized and included in the invoice.

F.3 Reimbursable cost for out-of-pocket expenses - include, but are not necessarily limited to shipping and printing. Out-of-pocket costs shall be billed to the Client on each monthly invoice and shall be billed at cost plus 10%.

F.4 Payment shall be due and payable within 45 days of the date of the invoice. Any unpaid balance shall bear interest at the rate of 1-1/2% per month, starting 45 days



from the date the invoice was issued. The Client agrees to and shall pay all cost and expenses incurred for collection including, but not limited to, attorney's fees, court cost, and expenses incurred by GMC in connection therewith and, in addition, the reasonable value of time and expenses spent in connection with such collection action, computed at GMC's prevailing fee schedule and expense policies, regardless of whether legal action is initiated. Such cost shall be added to the account and bear interest at the rate set forth above.

A.1 GMC reserves the right to suspend all services on the Project if an invoice remains unpaid 45 days after the date of invoice in accordance with paragraph F.6 below. This suspension will remain in effect until all unpaid invoices are paid in full. GMC will send written notification to the Client of unpaid invoices after the expiration of the 45 day payment period.

A.2 Disputed Invoice – should the Client dispute the validity of any invoice or portion thereof submitted by the Consultant, then in that event, the Client shall notify GMC of such dispute in writing within the 30 days of receipt of the invoice. In the event of such dispute Client shall state reason(s) for such dispute. GMC may either (i) provide back-up materials to Client in order to justify such disputed amounts, in which case the Client shall have 15 days from receipt of such materials to review them and respond to GMC, (ii) withdraw or re-issue the disputed invoice with corrections as needed, or (iii) pursue Remedies outlined in Section K below. Failure by the Client to pay an undisputed or properly disputed invoice shall constitute a default of this AGREEMENT, and GMC shall be entitled to terminate such AGREEMENT and cease provisions of services there under.

A.3 Termination of Contract – If work is discontinued by the Client at any time, Client shall inform GMC of said termination. Client and GMC shall agree upon a termination point of the contract, and no additional invoices past termination point shall be valid.

B. ATTORNEY'S FEES: In the event of any litigation arising from or related to the services provided under this AGREEMENT, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court cost, attorney fees, and attorney's related expenses.

H. DELAYS: GMC is not responsible for delays caused by factors beyond GMC's reasonable control, including, but not limited to, delays because of accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove GMC services or work product promptly, or delays caused by faulty performance by the Client or by the contractors of any level. When such delays beyond GMC's reasonable control occur, the Client agrees that GMC is not responsible for damages, nor shall GMC be deemed to be in default of this AGREEMENT.

I. LIMIT OF LIABILITY

I.1 The limit of liability of GMC to the Client, and anyone claiming by, through, or under the Client, for any and all injuries, claims, losses, expenses, or damages arising out of or in any way related to Goodwyn Mills Cawood (GMC) services in connection with the work performed under the terms of this AGREEMENT for any cause or combination of causes shall be limited to only those services and items designed and provided under the Scope of Services.

I.2 GMC accepts no liability for any losses, perceived or documented, due to any permitting agency's lack of response or delay in reviewing or issuing permits. GMC does acknowledge that permitting is vital to the success of the project and commits to making permit submittals and re-submittals within a reasonable timeframe. Refer to



Section III of this contract for specific time frames for project submittals and re-submittals.

I.3 In no event shall GMC be liable for any incidental or consequential damages by the Client in connection with the Project.

I.4 GMC is not responsible for and accepts no liability for the accuracy or validity of information obtained from others and utilized in the services provided under this AGREEMENT. This includes, but is not limited to, survey, geotechnical reports, phase one site assessment reports, traffic impact studies and/or road and signal designs, wetlands delineation reports, wetlands mitigation reports, slope stability design, or retaining wall designs.

J. CONSTRUCTION SERVICES: If, under this AGREEMENT, professional services are provided during the construction phase of the project, GMC shall not be responsible, nor liable for or have control over means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the work, nor shall GMC be responsible for the contractor's failure to carry out the work in accordance with the Contract Documents or for a contractor's failure to comply with applicable laws, ordinances, rules, or regulations.

K. HAZARDOUS WASTES, MATERIALS, OR SUBSTANCES: It is acknowledged by both parties that GMC's SCOPE OF SERVICES does not include any service related to asbestos or hazardous or toxic wastes, materials or substances. GMC shall not be responsible for or have control over the discovery, presence, handling, removal, transport, or disposal of such waste, materials, or substances in any form on the project site.

L. GOVERNING LAW: This AGREEMENT shall be governed by and construed according to the laws of the State of Florida.

M. INSURANCE: GMC shall procure and maintain insurance for Employer's Liability, General Liability, Automobile Liability, and Professional Liability/Errors and Omissions. GMC shall furnish certificates of insurance to the CLIENT evidencing the coverages and providing 30 day written notification of cancellation. GMC shall list the CLIENT as additional insured on the general liability and automobile liability policies which are applicable to the project.

N. PERMITTING and ENTITLEMENTS

N.1 GMC shall make permit submittals for all items requiring such as included in the SCOPE OF SERVICES. GMC will endeavor to work with all issuing authorities to have said permits released to the CLIENT. GMC cannot guarantee the actions of any permitting agency and is not responsible for the issuance of any permit unrelated to the SCOPE OF SERVICES as defined in this AGREEMENT. Payment for permitting services rendered by GMC is not contingent upon the successful acquisition of these permits.

N.2 Permitting and Entitlement services do not include special studies, special research, special testing, or special documentation not normally required for this type of project. GMC may provide such special Additional Services as authorized by the Client.

N.3 The Client shall pay for any regulatory agency review fees, application fees, permit fees, impact fees, or other fees and charges imposed by a regulatory agency or governmental entity. Should GMC make initial fee payment, GMC will invoice the client for the fee plus 10%.



O. ADDITIONAL SERVICES

O.1 GMC shall not be required to perform any services not specifically included in the AGREEMENT unless requested by the Client and agreed to by GMC in writing (such services to be hereinafter referred to as Additional Services).

O.2 GMC shall not perform any additional services outside of the SCOPE OF SERVICES of this AGREEMENT unless agreed to, in writing, by CLIENT and GMC. Such services are, but may not be limited to, action necessary or required due to (a) emergencies, errors or action by the Client and/or the Client's agents including but not limited to the Client's other consultants, (b) and changes in the laws, rules, regulations, policies, or ordinances of any governing body or any governmental entity having jurisdiction over the Project of GMC, (c) any causes beyond GMC's control. If the project requires that Additional Services be performed, GMC will notify the Client as soon as practical of the necessity and inception of the services.



2024
Standard Rate and Fee Schedule

Standard Hourly Rates

Executive Vice President	\$ 300.00
Senior Vice President	\$ 250.00
Vice President	\$ 225.00
Senior Professional (Architect, Engineer Regional Technical Leader, Surveyor, Interior Design, Scientist, Project Manager)	\$ 250.00
Professional III (Architect, Engineer Design Manager, Surveyor, Interior Design, Scientist, Project Manager)	\$ 230.00
Professional II (Architect, Engineer State Technical Leader, Surveyor, Interior Design, Scientist, Project Manager)	\$ 210.00
Professional I (Architect, Engineer Design Coordinator, Surveyor, Interior Design, Scientist, Project Manager)	\$ 195.00
Senior Professional Staff (Architect, Project Engineer, Interior Design, Scientist, Assistant Project Manager)	\$ 160.00
Professional Staff III (Architect, Project Professional, Interior Design, Scientist)	\$ 140.00
Professional Staff II (Architect, Staff Professional, Interior Design, Scientist)	\$ 125.00
Professional Staff I (Architect, Interior Design, Scientist)	\$ 110.00
Senior Technical (Technical Spec., Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 160.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 140.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 115.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 95.00
Intern II (Architecture, Engineering, Survey, Interior Design, Environmental Sciences)	\$ 90.00
Intern I (Architecture, Engineering, Survey, Interior Design, Environmental Sciences)	\$ 75.00
Executive Administrative Assistant	\$ 115.00
Administrative Assistant II	\$ 95.00
Administrative Assistant I	\$ 75.00
Field Survey:	
Survey Crew (four-man survey crew)	\$ 340.00
Survey Crew (three-man survey crew)	\$ 270.00
Survey Crew (two-man survey crew)	\$ 200.00
Field Tech III	\$ 115.00
Field Tech II	\$ 85.00
Field Tech I	\$ 70.00

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	\$0.67 permile
Travel/Meals/Lodging	Cost
Other Out-of-Pocket Expenses	Cost plus twenty percent
Sub-Consultant/ Sub-Contractors	Cost plus twenty percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus twenty percent
Printing & Shipping	
Out of house reprographic services	Cost plus twenty percent
In-House B&W reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House Color reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House B&W reprographic services (large format)	\$0.15/ sf
In-House Color reprographic services (large format)	\$0.20/ sf
GPS equipment	\$250.00 per day



May 17, 2024

Goodwyn Mills Cawood

6120 Powers Ferry Road NW
Suite 200
Atlanta, GA 30339

T (770) 952-2481
F (770) 955-1064

www.gmcnetwork.com

City of Fairburn
Tyra Little, Procurement Manager
56 Malone Street SW
6695 Church Street
Fairburn, GA 30213

Via Email

Re: City of Fairburn Public Safety Complex

Dear Ms. Little:

Following is an outlined scope of services and related fees as requested for providing services related to the specification and procurement of loose furnishings for the City of Fairburn Public Safety Complex.

Scope of Services

A. Programming and Preliminary Furniture Plans

1. Attend Kick Off meeting with Owner's representatives to review the needs and requirements of the end users.
2. Determine quantity/ style/ budget price of items to purchase. Prepare room-by-room spreadsheet.
3. Presentation of preliminary selections and furniture plans for approval of direction.
4. Coordination with Architectural plans for required outlets, computer connections, etc.
5. Coordinate showroom tour to see products.

B. Final Furniture Plans

1. Review final furniture selections with Owner.
2. Prepare Basis of Design Specifications Package.
3. Prepare Final Furniture Plans keyed to Specification.

C. Pricing Package

1. Coordinate with City of Fairburn to incorporate standard front end documents into the specification.
2. Assist, as needed, in facilitating the pricing process.
3. Assist Owner in Pricing Coordination
 - a. Review Pricing
 - b. Assist in evaluating substitutions
 - c. Assist in determining lowest responsible dealer.

D. Contract Administration

1. Work directly with dealers, providing them with documentation on all furniture selections and finishes approved.
2. Review Purchase orders for compliance with Specification and Furniture Plans.
3. Review Submittals.
4. Respond to RFI's.
5. Coordinate delivery and installation schedules with Owner, Dealer, and Contractor. 6. Inspect furniture after installation for compliance with Specification and order.

*City of Fairburn Public Safety Complex
FF & E Proposal
Page 2*



Exclusions:

Procurement, Storage and Delivery of Merchandise

Additional Services:

1. Accessories and Artwork selection is considered an additional service.
2. For all work outside the above scope of services, we shall bill the Owner at the hourly rates established on the rate schedule as an attachment to the contract.

Design Fee:

The proposed design fee for the services outlined above is estimated based on 35,600 SF, estimated at \$30 / Sq. Ft. with 5% of the final furniture contract.

We appreciate the opportunity to work with the City of Fairburn to create a furniture package that is in budget, and cohesive with the building and interior design of your facility. We look forward to the chance to complete the overall design of the interior of the building by specifying furnishing that complement and realize the initial design intent.

We trust this proposal is consistent with your expectations. Please feel free to contact me with any questions or points requiring further discussion. Thank you again for your consideration. We look forward to the opportunity to work with you.

Sincerely:
Goodwyn Mills & Cawood, Inc.

Katy Lucas, IIDA
Senior Interior Designer

Accepted:
City of Fairburn

Accepted By:

Date

Cc: Amy Bell



April 2, 2024

Goodwyn Mills Cawood

6120 Powers Ferry Road NW
Suite 200
Atlanta, GA 30339

T (770) 952-2481
F (770) 955-1064

www.gmcnetwork.com

Ms. Amy Bell, AIA
GMC – Atlanta
Amy.bell@gmcnetwork.com

**RE: Proposal for Geotechnical Services
Fairburn Public Safety Complex
GMC Proposal Number GP-24-033G**

Dear Ms. Bell

Goodwyn Mills Cawood, LLC. (Geotechnical Division) is pleased to provide this proposal for Geotechnical Services for the Project referenced above. Our proposed scope of services and estimated costs are based on our experience working on projects of similar size and construction. If you have any questions or comments about this proposal, please do not hesitate to call.

Sincerely,
Goodwyn Mills Cawood, LLC.

Kevin W. Wales, PE
Executive Vice President
Geotechnical Division

Attachments: Proposal Acceptance
General Conditions



1.0 PROJECT INFORMATION

A new Public Safety Complex for the City of Fairburn is planned for the site located at the intersection of West Broad Street and Virlyn B. Smith Road in Fairburn Georgia. The site is currently heavily wooded with mature trees and undergrowth.

The planned construction will consist of at least the following items

- A new Police Department Headquarters, 2-stories in height, with an occupiable subterranean level
- Construction of new Fire Department Headquarters
- Construction of a new Fire Station # 22
- Municipal Court Building
- Fueling Station with at least two gasoline dispenser and 1 diesel dispenser
- Provide access to property on W Broad Street and Virlyn B Smith Road

We have not been provided with a conceptual layout, structural information, or a grading information at this time, but request it be provided as soon as it is available.

2.0 GEOTECHNICAL SCOPE OF SERVICES

Although we have not been provided with a conceptual layout of the site, we are proposing the following geotechnical scope of work.

Field Exploration

- Contact GA811 for the location of utilities in the planned drilling areas.
- Clearing with a dozer/mulcher to access the planned boring locations.
- Drill eight (8) soil test borings will be drilled in the proposed building areas to a depth of 25 feet and eight (8) in proposed parking/drive areas to a depth of 8 feet. The borings will be drilled to the planned depths or to auger refusal, whichever occurs first.
- Split-spoon sampling and standard penetration testing (SPT) will be conducted at standard intervals in the borings.
- A geotechnical professional will mark the locations in the field based on existing landmarks and features and coordinate the clearance of underground utilities with the local agencies.
- We have not included any cost in our proposal for site restoration after clearing access and performing the borings.
- The borings will be backfilled with the soil cuttings after a delayed groundwater level is recorded.

Shear Wave Velocity

A Shear Wave Velocity (SWV) test will be performed at the site to determine the seismic site classification. The seismic design considerations and recommendations will be based on the ASCE 7-16 guidelines. If not performed, a site classification of "D" will be assumed, unless boring data indicates otherwise.



Information/Services to be Provided by Client

It is assumed that the following information and services will be provided by the client or its representative:

- Designate a person to act as their representative, with respect to the services rendered in this proposal.
- Obtain rights-of-entry, permits, easements, landowner permission for clearing activities, or other access authorization required to perform the services described in this proposal.

Laboratory Testing

A geotechnical engineer will visually classify soil samples obtained from the drilling process. Selected soil samples will be retained for a limited amount of laboratory testing. These tests may include Atterberg limit determinations, grain size determinations, natural moisture contents.

Reporting

All work will be performed under the direction of a Georgia registered professional engineer specializing in geotechnical engineering. Once the field and laboratory work are complete, we will provide you with a report that will include the following:

- A brief summary of our test procedures and the results of all field and laboratory testing.
- A review of the site conditions and geologic setting.
- A review of subsurface soil stratigraphy including the individual Boring Logs, Subsurface Diagrams, and a Boring Location Plan.
- Recommendations for site preparation, including anticipated undercut depths, excavation considerations, and construction of compacted fills.
- Information regarding groundwater conditions (if encountered).
- Proposed subgrade preparation recommendations.
- Recommended foundation types for the subsurface conditions encountered including anticipated foundation bearing capacities, potential settlements, and installation recommendations and bearing depths.
- Seismic site classification based on soil conditions encountered and regional experience.
- Recommendations for subgrade preparation and recommended pavement sections for heavy duty and light duty asphaltic and/or concrete pavements including base and subgrade recommendations.

Compensation

The following fee is based on the access to the boring locations being cleared with a dozer/mulcher and the site being drilled with a truck or ATV-mounted drill. Based on the above scope of services, we will perform the above scope of services for the following fees:

Clearing Access with Dozer/Mulcher.....	\$3,000
Geotechnical Exploration.....	\$14,000
Shear Wave Velocity Testing.....	<u>\$3,500</u>
Total.....	\$20,500



Schedule

Based on the current schedule, we can begin our fieldwork in about 3 to 4 weeks after authorization. We anticipate the boring layout and field exploration to take about 3 days. Laboratory testing will take about 2 weeks to complete. We will provide a report within 2 weeks upon the completion of laboratory testing.



PROPOSAL ACCEPTANCE

GMC – Goodwyn Mills Cawood, LLC

Project Name: Fairburn Public Safety
Proposal No.: GP-24-033G
Scope of Work: Geotechnical
Location: Fairburn, Georgia

Estimated Costs:

Check if Authorized

Geotechnical Exploration/Clearing.....	\$17,000	☐
Shear Wave Velocity Testing.....	\$3,500	☐
Total.....	\$20,500	

Agreed To this _____ day of _____, 2024	
Name:	
Title:	
Company:	
Address:	
Email:	
Telephone:	

Please complete and return this page to GMC to indicate acceptance of this proposal and to initiate work on the above-referenced Project. The Client's signature above also indicates that he/she has read and has had the opportunity to read the accompanying General Conditions of Service and agrees to be bound by such.



**GOODWYN MILLS CAWOOD, LLC
GEOTECHNICAL & CONSTRUCTION SERVICES
GENERAL CONDITIONS**

1. **PARTIES AND SCOPE OF WORK:** Goodwyn Mills Cawood, LLC (hereinafter referred to as "GMC") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by GMC as set forth in GMC's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by GMC. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client are adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of GMC's work. GMC shall have no duty or obligation to any third party greater than that set forth in GMC's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from GMC, or the reliance on any of GMC's work, shall constitute acceptance of the terms of GMC's proposal and these General Conditions regardless of the terms of any subsequently issued document. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GMC. GMC's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GMC because of this Agreement or the performance or nonperformance of services hereunder. The Client and GMC agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by GMC or others to be timely and properly performed in accordance with the plans, specifications and contract documents and GMC's recommendations. Client agrees to indemnify, defend and hold GMC, its officers, employees, and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or GMC's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of GMC, its officers, agents or employees, subject to the limitation contained in paragraph 10.
3. **SCHEDULING OF WORK:** The services set forth in GMC's proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by GMC personnel at the prices quoted. If GMC is required to delay commencement of the work or if, upon embarking upon its works, GMC is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of GMC, additional charges will be applicable and payable by Client.
4. **RIGHT OF ENTRY:** Client will arrange and provide such right of entry to the site as is necessary for GMC to perform the work. It is understood by client that in the normal course of work, some damage may occur. GMC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, GMC has not included in its fee the Cost of restoration of damage which may occur. If Client desires or requires GMC to restore the site to its former condition, upon written request GMC will perform such additional work as is necessary to do so and Client agrees to pay to GMC for the Cost.
5. **CLIENT'S DUTY TO NOTIFY ENGINEER:** client represents and warrants that it has advised GMC of any known or suspected hazardous materials, utility lines and pollutants at any site at which GMC is to do work hereunder, and unless GMC has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save GMC harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to GMC's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to GMC by Client.
6. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring GMC to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
7. **RESPONSIBILITY:** GMC's work shall not include determining, supervising, or implementing the means, methods, techniques, sequences or procedures of construction. GMC shall not be responsible for evaluating, reporting, or affecting job conditions concerning health, safety, or welfare. GMC's work or failure to perform same shall not in any way excuse any contractor, subcontractor, or supplier from performance or its work in accordance with the contract documents. GMC has no right or duty to stop the Contractor's work.
8. **SAMPLE DISPOSAL:** Unless otherwise agreed to in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after GMC's report delivery, unless a written request has been submitted by the Client stating otherwise.
9. **PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay GMC's Cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. GMC shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or



controversies arising out of this agreement, any provision wherein GMC waives any rights to a mechanics' lien, or any provision conditioning GMC's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that GMC shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of GMC from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

10. **LIMITATION OF LIABILITY:** GMC's services will be performed, its findings obtained and its reports prepared in accordance with its proposal, client's acceptance thereof, these general conditions, and with generally accepted principles and practices. In performing its professional services, GMC will use that degree of care and skill ordinarily exercised under similar principles and practices by members of its profession. Statements made in GMC reports are opinions based upon engineering judgment and are not to be construed as representations of fact. Should GMC or any of its professional employees be found to have been negligent in the performance of its work, or to have made and breached any implied warranty, representation or contract, client, all parties claiming through client and all parties claiming to have in any way relied upon GMC's work agree that the maximum aggregate amount of the liability of GMC, its officers, employees, and agents shall be limited to \$25,000.00 or the total amount of the fee paid to GMC for its work performed with respect to the Project, whichever amount is greater. No action or claim, whether in tort, contract, or otherwise, may be brought against GMC, arising from or related to GMC's work, more than two years after the cessation of GMC's work hereunder.
11. **INDEMNITY:** Subject to the foregoing limitations, GMC agrees to indemnify and hold Client harmless from and against costs and expenses including reasonable attorney's fees to the extent caused by GMC's negligence. Client shall provide the same indemnification as contained in this paragraph to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against GMC, the party initiating such action shall pay to GMC the costs and expenses incurred by GMC to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that GMC shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Client shall compensate GMC for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place GMC's files in order and/or protect its professional reputation.
13. **WITNESS FEES:** GMC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay GMC's legal expenses, administrative costs and fees pursuant to GMC's then current fee schedule for GMC to respond to any subpoena.
14. **SEVERABILITY:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event of any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
15. **SAFETY:** Should GMC provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the Contractor's procedures conducted by GMC is not intended to include review of the adequacy of the Contractor's safety measures in, on, adjacent to, or near the construction site, such duties are not within consultant's scope of work.
16. **SITE EVENTS:** If such are within GMC's scope of work, Client agrees that GMC will not be expected to make exhaustive or continuous onsite inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that GMC will not assume responsibility for the Contractor's means, method, techniques, sequences, or procedures of construction, and it is understood that field services provided by GMC will not relieve the Contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" may be conveniently used to mean periodic observation of the work and the conduction of tests by GMC to verify substantial compliance with the plans, specifications, and design concepts. Continuous "inspection" by our employees does not mean that GMC is observing placement of all materials. Full-time inspection means that an employee of GMC has been assigned for eight-hour days during regular business hours.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Memorandum of Understanding (MOU) with Fulton County School System -
Emergency Response

ITEM TYPE: Agreement

SUBMITTED: 06/04/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 06/10/2024

DEPARTMENT: Police

BUDGET IMPACT: N/A

PUBLIC HEARING: No

PURPOSE:

To establish an MOU between Fulton County Schools and the City of Fairburn covering emergency response on school property.

HISTORY:

The parties share concern about the safety of students, school staff, first responders, and the general public during emergencies and desire to respond to emergencies at schools in the quickest and most efficient manner possible.

FACTS AND ISSUES:

This MOU between the City of Fairburn and Fulton County Schools confirms the present intent and understanding of the parties to cooperate in certain collaborative activities related to law enforcement on school property, as well as safety near school property. The purpose of the MOU is to promote positive and supportive school climates; facilitate timely communication and coordination efforts for Fulton County Schools, the City, and Fairburn Police Department; and to maintain a cooperative and mutually beneficial relationship between all parties.

FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

Request Mayor and Council approval to execute the Memorandum of Understanding between Fulton County Schools, the City of Fairburn, and the Fairburn Police Department to cooperate in certain collaborative activities related to law enforcement on school property, as well as safety near school property.

ATTACHMENTS:

1. MOU-EMERGENCY RESPONSE FAIRBURN

**MEMORANDUM OF UNDERSTANDING
BETWEEN FULTON COUNTY SCHOOL SYSTEM
AND
THE CITY OF FAIRBURN
AND
FAIRBURN POLICE DEPARTMENT**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into as of the date of the later signature below, by and between Fulton County Schools ("FCS" or "District"), a political subdivision of the State of Georgia under the management and control of the Fulton County Board of Education, and the City of FAIRBURN, Georgia (the "City") and the Fairburn Police Department (Police Department") (collectively "Parties") to confirm the present intent and understanding of the Parties to cooperate in certain collaborative activities related to law enforcement on school property, as well as safety near school property.

Fulton County Schools", "FCS" and District" shall be inclusive of the Fulton County Schools Police Department.

RECITALS

WHEREAS, the Parties to this MOU are governmental units located within Fulton County, Georgia, and authorized by law to enter into intergovernmental agreements such as this MOU;

WHEREAS, the City and Police Department provide FCS with emergency services, including police, fire, and paramedic services, as such are needed from time to time:

WHEREAS, the Parties share concern about the safety of students, school staff, first responders, as hereinafter defined, and the general public during emergencies and desire to respond to emergencies at schools in the quickest and most efficient manner possible to increase the safety of students, school staff, first responders, and the general public;

WHEREAS, by this MOU, the Parties seek: 1) to promote positive and supportive school climates; 2) to facilitate timely communication and coordination of efforts for FCS, the City. and the Police Department; and 3) to maintain a cooperative and mutually beneficial relationship between FCS, the City, and the Police Department.

NOW, THEREFORE, in consideration of the mutual undertakings herein set forth, and for other good and valuable consideration, the parties agree as follows:

AGREEMENT

1. RECITALS

The foregoing Recitals are made a part hereof and incorporated into this mou.

2. AGREEMENTS

2.1 GENERAL AGRREMENTS

2.1.1 Jurisdiction/Laws

- (a) This MOU does not create additional jurisdiction or limit or modify existing jurisdiction vested in the Parties. It is understood by all Parties that each shall fulfill its responsibilities under the MOU in accordance with the provisions of law and regulations that govern their respective activities.
- (b) Properly certified FCS law enforcement personnel shall have the same law enforcement powers on school property, including the power of arrest, as Police Department law enforcement officers.
- (c) All Parties shall comply with all applicable laws, regulations, policies, and rules.

2.1.2 Emergency Response

- (a) The Parties will work cooperatively to respond to emergency situations on school property. The first law enforcement entity on the scene and addresses the critical incident shall have control until command and operations have been established.
- (b) The District and the Police Department shall each appoint a primary point of contact to maintain ongoing communications between the entities.
- (c) The Police Department or the City will communicate as soon as practical with FCS concerning community-based emergencies that may impact school operations.

2.1.3 Routine School Visits

- (a) Police Department routine presence on school grounds is welcomed and appreciated, with communication to FCS.
- (b) Investigations and questioning of students for offenses not related to the operation of or occurring at the school should take place at school only when delay might result in danger to any person, flight from the jurisdiction by the suspect, or destruction of evidence.

2.1.4 Trainings/Grants

- (a) All Parties will cooperate in furtherance of obtaining grants supporting a safe school environment and safeguarding FCS property located within the geographical limits of the City.
- (b) The Parties will commit to regularly scheduled multi-agency training exercises to ensure emergency preparedness.

3. **TERMS AND CONDITIONS**

3.1 INFORMATION SHARING

While FCS has designated certain types of student information as "Directory Information" which may be made available without written consent if the parents or guardians have not opted out, the written consent of a minor student's parents or guardians (or written consent of the student, if the student is over the age of 18) is generally required for the release of the student's education pursuant to the Federal Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g.

Exceptions to this general rule include during events of significant and articulable threat to health or safety, judicial order or lawfully issued subpoena directing disclosure of the record (with advanced notice to the parents/guardians/adult student).

3.2 GENERAL PROVISIONS

- 3.2.1. Additional Agencies/Parties: Additional law enforcement agencies may become parties to the MOU with the agreement of FCS, the City and its Police Department which may be effective by an addendum to this MOU.
- 3.2.2. Termination: Any Party may terminate this MOU without cause upon thirty (30) days prior written notice.
- 3.2.3. Notices: Notices of a legal nature related to this MOU, including any notice of termination of the MOU, will be in writing and will be personally delivered, sent by regular mail, overnight delivery service or sent by certified mail, return receipt requested, postage prepaid. Notices will be deemed given (i) on the date delivered if delivered personally, or (ii) on the date of mailing if sent by certified mail. Notices shall be sent to the Parties' respective addresses set forth below or such other address that a Party specifies in a notice delivered pursuant to this Subsection.

FULTON COUNTY SCHOOLS

Superintendent
Fulton County Schools
6201 Powers Ferry Road
Atlanta, GA 30339

cc: Parker Poe Adams & Bernstein
1075 Peachtree St. N.E., Suite 1500
Atlanta, GA 30309

CITY OF FAIRBURN

Tony M. Phillips, City Manager
City Hall
56 Malone Street SW
Fairburn, GA 30213

cc: Rory Starkey, City Attorney
City Hall
56 Malone Street SW
Fairburn, GA 30213

FAIRBURN POLICE DEPARTMENT

Anthony Bazydlo, Chief of Police
Fairburn Police Department
191 SW Broad Street
Fairburn, GA 30213

cc: Rory Starkey, City Attorney
City Hall
56 Malone Street SW
Fairburn, GA 30213

3.2.4 Relationship of the Parties: Neither this MOU, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship. No Party shall have the right, power, or authority to obligate or bind the other Parties in any manner whatsoever, without the other Parties' prior written consent.

3.2.5 Reporting: Nothing in this MOU shall alleviate the requirement of a crime or incident reporting required under Georgia law.

3.2.6 Expenses: The Parties agree that each Party shall pay its own fees, costs, and expenses, and those of its agents, independent contractors, and consultants, in connection with this MOU, including without limitation any legal fees, except as expressly specified herein or otherwise agreed upon in writing by all Parties.

3.2.7 Governing Law and Venue: This MOU shall be governed in all respects by the laws of the State of Georgia, without regard to its conflict of laws. The exclusive venue for any action arising out of or related to this MOU shall be in the federal, superior, or state courts of Fulton County, Georgia.

3.2.8 Entire Agreement: This MOU, including any exhibits, constitutes the entire

agreement between the Parties with respect to its subject matter and merges all prior and contemporaneous communications, both written and oral. This MOU shall not be modified except by a written agreement signed by all Parties.

3.2.9 Counterparts: This MOU may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of this _____ day of _____, 2024.

FULTON COUNTY SCHOOLS

By: _____ Date: _____

Name: _____

Title: _____

CITY OF FAIRBURN, GEORGIA

By: _____ Date: _____

Name: _____

Title: _____

CITY OF FAIRBURN POLICE DEPARTMENT

By: _____ Date: _____

Name: _____

Title: _____



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Memorandum of Understanding (MOU) with Fulton County Schools & Schools Police - School Zone Speed Cameras

ITEM TYPE: Agreement

SUBMITTED: 05/22/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 06/10/2024

DEPARTMENT: Police

BUDGET IMPACT: N/A

PUBLIC HEARING: No

PURPOSE:

To establish an MOU between Fulton County Schools and the City of Fairburn for collaborative activities related to law enforcement and speed detection devices.

HISTORY:

In 2023, the police department began the process to implement school zone speed detection cameras. The Fulton County School system and Fulton County Schools Police have requested that the city sign an MOU concerning this project.

FACTS AND ISSUES:

Speeding in school zones presents a danger to children coming and going from school. The purpose of the cameras is to dramatically reduce incidents of speeding in the immediate vicinity of schools. This MOU between the City of Fairburn and Fulton County Schools confirms the present intent and understanding of the parties to cooperate in certain collaborative activities related to law enforcement on school property, as well as safety near school property. The purpose of the MOU is to promote positive and supportive school climates; facilitate timely communication and coordination efforts for Fulton County Schools, the City, and Fairburn Police Department; and to maintain a cooperative and mutually beneficial relationship between all parties.

FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

Request Mayor and Council approval to execute the Memorandum of Understanding between Fulton County Schools, the City of Fairburn, and the Fairburn Police Department to cooperate in certain

collaborative activities related to law enforcement and speed detection devices located within school zones in Fulton County, and more particularly, inside the City of Fairburn, Georgia.

ATTACHMENTS:

1. MOU- SCHOOL ZONE SPEED DETECTION DEVICES Fairburn

**MEMORANDUM OF UNDERSTANDING
BETWEEN FULTON COUNTY SCHOOL SYSTEM
AND
THE CITY OF FAIRBURN
AND
FAIRBURN POLICE DEPARTMENT**

THIS MEMORANDUM OF UNDERSTANDING ("MOU) is entered into as of the date of the later signature below, by and between Fulton County Schools ("FCS" or "District"), a political subdivision of the State of Georgia under the management and control of the Fulton County Board of Education, and the City of Fairburn, Georgia (the "City) and the Fairburn Police Department ("Police Department") (collectively the "Parties") to confirm the present intent and understanding of the Parties to cooperate in certain collaborative activities related to law enforcement and speed detection devices located within school zones located in Fulton County, and more particularly, inside the City of Fairburn, State of Georgia.

"Fulton County Schools", "FCS" and "District" shall be inclusive of the Fulton County Schools Police Department.

RECITALS

WHEREAS, the Parties to this MOU are governmental units located within Fulton County, Georgia, and authorized by law to enter into intergovernmental agreements such as this MOU;

WHEREAS, the City and Police Department previously entered into intergovernmental agreements to provide FCS with emergency services, including police, fire, and paramedic services, as such are needed from time to time:

WHEREAS, cooperation between FCS, the City, and law enforcement authorities including the Police Department, is an important component for the protection of students, visitors, and FCS employees as well as for maintaining a safe environment in FCS schools and safeguarding all FCS property;

WHEREAS, by this MOU, the Parties seek: (i) to promote positive and supportive school climates; (i) to facilitate safe environments in and surrounding school zones, more particularly, streets and areas with higher vehicular traffic; and (ii) to maintain a cooperative and mutually beneficial relationship between FCS, the City, and the Police Department.

NOW, THEREFORE, in consideration of the mutual undertakings herein set forth, and for other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. RECITALS

The foregoing Recitals are made a part hereof and incorporated herein to this Memorandum of Understanding ("MOU").

2. AGREEMENTS

2.1 BACKGROUND

- 2.1.1 The District has Speed Zone Detection Devices (the "Device(s)") installed throughout other parts of the District's facilities to aid in safety and security of all students.
- 2.1.2 The Parties will derive substantial benefits from the ability to share information from such Devices.
- 2.1.3 In 2018, legislation was enacted authorizing photographic enforcement of speeding violations in school zones. (O.C.G.A. § 40-14-18). Each school within those school zones where such automated traffic enforcement safety device is to be placed, must first apply for and secure a permit from the Georgia Department of Transportation for the use of such device.

2.2 SPEED ZONE DETECTION DEVICES

- 2.2.1 Pursuant to Georgia Department of Transportation Rules, the permit holder, FCS, shall be responsible for the operation and maintenance of the Device.
- 2.2.2 The Police Department and the City shall abide by all State and Georgia Department of Transportation laws, rules, and regulations concerning school speed zone cameras, as may be amended from time to time, specifically including, without limitation:
 - (a) To post each school speed zone camera only within the legally permitted area;
 - (b) To maintain the camera and related equipment in good working order;
 - (c) To post and maintain all required signage (including without limitation school zone flashers);
 - (d) To ensure the signage clearly states each speed limit and specific hours to which each speed limit applies;
 - (e) To use each school speed zone camera only during school hours plus one (1) hour before school starts and one (1) hour after dismissal;
 - (f) To self-test the camera and related equipment at least once every thirty (30) days (performance test) and maintain a log attesting to the accuracy of the camera;
 - (g) To perform calibration tests at least once every twelve (12) months;
 - (h) To maintain and make available all calibration tests and performance logs for a period of three (3) years;
 - (i) To annually provide any and all information, documents, citations, and records related to each school speed zone camera and its operation to the District,

including but not limited to detailed information on how the money collected and remitted to the City is only used to fund local law enforcement or public safety initiatives as required by O.C.G.A. § 40-14-18; and

For each camera location, every three (3) years of the camera operation, provide evidence of continued need for a camera at the location, in the same manner as required for permitting pursuant to O.C.G.A. § 40-14-18 and Georgia Department of Transportation Rule 672-20-.03, including traffic data indicating the number and speed of vehicles traveling in the area of the camera(s). Based on this data, the District may re-evaluate the need for a camera at this location and the appropriateness of continuing the permit.

2.3 IMPLEMENTATION

2.3.1 Upon execution of this MOU, the Parties shall promptly undertake such measures as are necessary to facilitate use of the Devices and shall work cooperatively to make the Devices available to the City as soon as practicable. The Parties shall each bear their own expenses related to the Devices.

2.3.2 The Parties will establish additional operational protocols and procedures related to the sharing of the live video feed, including but not limited to training of Authorized Users and monitoring and reporting related to logging of the access of the video feed by Authorized Users.

3. TERMS AND CONDITIONS

3.1 TERM AND RENEWAL

3.1.1. Initial Term: This initial term of this Agreement shall be for a period of one (1) year from the effective date. This Agreement is subject to the parties right to terminate for cause or convenience. The parties may extend the Term of this Agreement by mutual written notice.

3.1.2. Automatic Renewal: Following the initial term of this Agreement as defined above, this Agreement shall automatically continue on an annual basis unless a written notice of intent is given to either party within thirty (30) days of the desired termination date.

3.2 GENERAL AGREEMENTS

3.2.2 This MOU does not create additional jurisdiction or limit or modify existing jurisdiction vested in the Parties. It is understood by all Parties that each should fulfill its responsibilities under the MOU in accordance with the provisions of law and regulations that govern their respective activities.

3.2.3 All Parties shall comply with all applicable laws, regulations, policies and rules.

3.3 GENERAL PROVISIONS

- 3.3.1 Additional Agencies/Parties: Additional law enforcement agencies may become parties to the MOU with the agreement of FCS, the City and its Police Department, which may be effective by an addendum to this MOU.
- 3.3.2 Termination: Any Party may terminate this MOU without cause upon thirty (30) days prior written notice.
- 3.3.3 Notices: Notices of a legal nature related to this MOU, including any notice of termination of the MOU, will be in writing and will be personally delivered, sent by regular mail, overnight delivery service or sent by certified mail, return receipt requested, postage prepaid. Notices will be deemed given (i) on the date delivered if delivered personally, or (ii) on the date of mailing if sent by certified mail. Notices shall be sent to the Parties' respective addresses set forth below or such other address that a Party specifies in a notice delivered pursuant to this Subsection.

FULTON COUNTY SCHOOLS

Superintendent
Fulton County Schools
6201 Powers Ferry Road
Atlanta, GA 30339

cc: _____

CITY OF FAIRBURN

Tony M. Phillips, City Manager
City Hall
56 Malone Street SW
Fairburn, GA 30213

cc: Rory Starkey, City Attorney
City Hall
56 Malone Street SW
Fairburn, GA 30213

FAIRBURN POLICE DEPARTMENT

Anthony Bazydlo, Chief of Police
Fairburn Police Department
191 SW Broad Street
Fairburn, GA 30213

cc: Rory Starkey, City Attorney
City Hall
56 Malone Street SW
Fairburn, GA 30213

- 3.3.4 Relationship of the Parties: Neither this MOU, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship. No Party shall have the right, power, or authority to obligate or bind the other Parties in any manner whatsoever, without the other Parties' prior written consent.

- 3.3.5 Reporting: Nothing in this MOU shall alleviate the requirement of a crime or incident reporting required under Georgia law.
- 3.3.6 Expenses: The Parties agree that each Party shall pay its own fees, costs, and expenses, and those of its agents, independent contractors, and consultants, in connection with this MOU, including without limitation any legal fees, except as expressly specified herein or otherwise agreed upon in writing by all Parties.
- 3.3.7 Governing Law and Venue: This MOU shall be governed in all respects by the laws of the State of Georgia, without regard to its conflict of laws. The exclusive venue for any action arising out of or related to this MOU shall be in the federal, superior, or state courts of Fulton County, Georgia.
- 3.3.8 Entire Agreement: This MOU, including any exhibits, constitutes the entire agreement between the Parties with respect to its subject matter and merges all prior and contemporaneous communications, both written and oral. This MOU shall not be modified except by a written agreement signed by all Parties.
- 3.3.9 Counterparts: This MOU may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of this ____ day of _____, 2024.

FULTON COUNTY SCHOOLS

By: _____ Date: _____

Name: _____

Title: _____

CITY OF FAIRBURN, GEORGIA

By: _____ Date: _____

Name: _____

Title: _____

{Signature Continued on the Following Page}

CITY OF FAIRBURN POLICE DEPARTMENT

By: _____

Date: _____

Name: _____

Title: _____



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Downtown Development Authority (DDA) Amending Resolution

ITEM TYPE: Resolution

SUBMITTED: 06/04/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 06/10/2024

DEPARTMENT: Economic Development

BUDGET IMPACT: N/A

PUBLIC HEARING: No

PURPOSE:

To amend the Activating Resolution with the updated Downtown Overlay District Map.

HISTORY:

The Mayor and City Council adopted Resolution No. 83-6 on November 14, 1983 (the Activating Resolution) for the purpose of activating the Downtown Development Authority of Fairburn. However, the activating resolution contained a scrivener's error concerning the applicable section of the Official Code of Georgia.

FACTS AND ISSUES:

The Authority seeks to have the resolution amended to correct the scrivener's error in the Activating Resolution and to supplement the same by attaching the map that depicted the central business district referenced in the Activating Resolution.

FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

Request Mayor and Council approval of the amended Resolution of the Downtown Development Authority (DDA), with the updated Downtown Overlay District Map, adopted on November 14, 1983.

ATTACHMENTS:

1. AMENDED ACTIVATING RESOLUTION v2 to v1
2. Resolution Amending DDA Activating Resolution - v2
3. DowntownHistoricCommercialDistirct-BoundaryMap (2)

1 STATE OF GEORGIA
2 COUNTY OF FULTON

RESOLUTION NO: _____

3 A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF
4 FAIRBURN, GEORGIA ~~SUPPLEMENTING AND CORRECTING~~AMENDING
5 RESOLUTION NO. 83-6, ADOPTED ON NOVEMBER 14, 1983; TO PROVIDE AN
6 EFFECTIVE DATE; AND FOR OTHER RELATED PURPOSES.

7 WHEREAS, the governing body of the City of Fairburn, Georgia (the “City”) is the Mayor
8 and City Council of the City; and

9 WHEREAS, the Mayor and City Council of the City previously determined that the
10 revitalization and redevelopment of the central business district of the city would develop and
11 promote trade, commerce, industry, and employment opportunities within the corporate limits of
12 the City; and

13 WHEREAS, the Mayor and City Council of the City also determined it to be for the public
14 good and welfare to develop and promote such trade, commerce, industry and employment
15 opportunities within the corporate limits of the City; and

16 WHEREAS, the Mayor and City Council of the City further determined that there was a
17 need for a downtown development authority for the City of Fairburn and the creation of a
18 downtown development authority, as authorized by the General Assembly of the State of Georgia
19 in the Downtown Development Authorities Law, codified at O.C.G.A. § 36-42-1, *et seq.*, to be in
20 the best interest of the citizens of the City of Fairburn and the City at large; and

21 WHEREAS, the Mayor and City Council adopted Resolution No. 83-6 on November 14,
22 1983 (the “Activating Resolution”) for the purpose of activating the Downtown Development
23 Authority of Fairburn to operate for the purpose of revitalizing and redeveloping the central
24 business district of the City and to develop and promote trade, commerce, industry, and
25 employment opportunities within the corporate limits of the City; and

26 WHEREAS, the City’s historical minutes do not contain all the documents that may have
27 been presented in connection with its legislation; and

28 WHEREAS, the map attached hereto as Exhibit “A” and incorporated herein by this
29 reference, depicts the central business district designated by the Mayor and City Council in the
30 Activating Resolution; and

31 WHEREAS, the Activating Resolution contained a scrivener’s error concerning the
32 applicable section of the Official Code of Georgia in the first “BE IT FURTHER RESOLVED”
33 clause; and

34 WHEREAS, the Mayor and City Council desire to correct a scrivener’s error in the
35 Activating Resolution and to supplement the same by attaching the map that depicted the central
36 business district referenced in the Activating Resolution by amending ~~and restating~~ the Activating
37 Resolution; and

38 WHEREAS, the Mayor and City Council have determined that it is in the best interest of
39 the City to amend ~~and restate~~ the Activating Resolution.

40 NOW THEREFORE BE IT RESOLVED that the first “BE IT FURTHER RESOLVED”
41 clause in Resolution No. 83-6 be amended ~~and restated~~ to read as follows:

42 *BE IT FURTHER RESOLVED that the downtown development area, as*
43 *contemplated by O.C.G.A. § 36-42-5, shall be all of that area ~~of the central business~~*
44 *~~district~~so designated on the ~~attached hereto Exhibit “A,”~~map attached hereto and*
45 *~~incorporated~~made a part hereof by ~~this~~specific reference.*

46 BE IT FURTHER RESOLVED that the map of the central business district of the City
47 contained on the attached hereto Exhibit “A,” attached hereto and incorporated by this reference
48 is hereby incorporated into the Activating Resolution to be the map referred to in the first “BE IT
49 FURTHER RESOLVED” clause in Resolution No. 83-6, and that the Activating Resolution is
50 hereby amended thereby.

51 BE IT FURTHER RESOLVED in the event any section, subsection, sentence, clause, or
52 phrase of this Resolution shall be declared or adjudged invalid or unconstitutional, such
53 adjudication shall in no manner affect the previously existing provisions of the other sections,
54 subsections, sentences, clauses or phrases of this Resolution, which shall remain in full force and
55 effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or
56 unconstitutional were not originally a part thereof. The City Council declares that it would have
57 passed the remaining parts of this Resolution if it had known that such part or parts hereof would
58 be declared or adjudicated invalid or unconstitutional.

59 BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon
60 signature by the Mayor.

61 BE IT FINALLY RESOLVED that any and all resolutions in conflict with this Resolution
62 be and the same are hereby repealed, only to the extent of such conflict. Without limitation, the
63 Downtown Development Authority of Fairburn shall continue its uninterrupted existence under
64 the Downtown Development Authorities Law, as now or hereafter amended, and shall have and
65 exercise all powers provided for in the Downtown Development Authorities Law, as now or
66 hereafter amended, and prior actions by it are approved.

67
68 This 10th day of June, 2024.

69
70 _____
Mario B. Avery, Mayor

71 ATTEST:

APPROVED AS TO FORM:

72
73 _____
Brenda B. James, City Clerk

Rory K. Starkey, City Attorney

EXHIBIT “A”

**MAP OF THE DOWNTOWN DEVELOPMENT AREA
OF
THE DOWNTOWN DEVELOPMENT AUTHORITY OF FAIRBURN**

1 STATE OF GEORGIA
2 COUNTY OF FULTON

RESOLUTION NO: _____

3 **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF**
4 **FAIRBURN, GEORGIA AMENDING RESOLUTION NO. 83-6, ADOPTED ON**
5 **NOVEMBER 14, 1983; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER**
6 **RELATED PURPOSES.**

7 **WHEREAS**, the governing body of the City of Fairburn, Georgia (the “City”) is the Mayor
8 and City Council of the City; and

9 **WHEREAS**, the Mayor and City Council of the City previously determined that the
10 revitalization and redevelopment of the central business district of the city would develop and
11 promote trade, commerce, industry, and employment opportunities within the corporate limits of
12 the City; and

13 **WHEREAS**, the Mayor and City Council of the City also determined it to be for the public
14 good and welfare to develop and promote such trade, commerce, industry and employment
15 opportunities within the corporate limits of the City; and

16 **WHEREAS**, the Mayor and City Council of the City further determined that there was a
17 need for a downtown development authority for the City of Fairburn and the creation of a
18 downtown development authority, as authorized by the General Assembly of the State of Georgia
19 in the Downtown Development Authorities Law, codified at O.C.G.A. § 36-42-1, *et seq.*, to be in
20 the best interest of the citizens of the City of Fairburn and the City at large; and

21 **WHEREAS**, the Mayor and City Council adopted Resolution No. 83-6 on November 14,
22 1983 (the “Activating Resolution”) for the purpose of activating the Downtown Development
23 Authority of Fairburn to operate for the purpose of revitalizing and redeveloping the central
24 business district of the City and to develop and promote trade, commerce, industry, and
25 employment opportunities within the corporate limits of the City; and

26 **WHEREAS**, the City’s historical minutes do not contain all the documents that may have
27 been presented in connection with its legislation; and

28 **WHEREAS**, the map attached hereto as Exhibit “A” and incorporated herein by this
29 reference, depicts the central business district designated by the Mayor and City Council in the
30 Activating Resolution; and

31 **WHEREAS**, the Activating Resolution contained a scrivener’s error concerning the
32 applicable section of the Official Code of Georgia in the first “BE IT FURTHER RESOLVED”
33 clause; and

34 **WHEREAS**, the Mayor and City Council desire to correct a scrivener’s error in the
35 Activating Resolution and to supplement the same by attaching the map that depicted the central
36 business district referenced in the Activating Resolution by amending the Activating Resolution;
37 and

WHEREAS, the Mayor and City Council have determined that it is in the best interest of the City to amend the Activating Resolution.

NOW THEREFORE BE IT RESOLVED that the first “BE IT FURTHER RESOLVED” clause in Resolution No. 83-6 be amended to read as follows:

BE IT FURTHER RESOLVED that the downtown development area, as contemplated by O.C.G.A. § 36-42-5, shall be all of that area so designated on the map attached hereto and made a part hereof by specific reference.

BE IT FURTHER RESOLVED that the map of the central business district of the City contained on the attached hereto Exhibit “A,” attached hereto and incorporated by this reference is hereby incorporated into the Activating Resolution to be the map referred to in the first “BE IT FURTHER RESOLVED” clause in Resolution No. 83-6, and that the Activating Resolution is hereby amended thereby.

BE IT FURTHER RESOLVED in the event any section, subsection, sentence, clause, or phrase of this Resolution shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions of the other sections, subsections, sentences, clauses or phrases of this Resolution, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part thereof. The City Council declares that it would have passed the remaining parts of this Resolution if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon signature by the Mayor.

BE IT FINALLY RESOLVED that any and all resolutions in conflict with this Resolution be and the same are hereby repealed, only to the extent of such conflict. Without limitation, the Downtown Development Authority of Fairburn shall continue its uninterrupted existence under the Downtown Development Authorities Law, as now or hereafter amended, and shall have and exercise all powers provided for in the Downtown Development Authorities Law, as now or hereafter amended, and prior actions by it are approved.

This 10th day of June, 2024.

Mario B. Avery, Mayor

ATTEST:

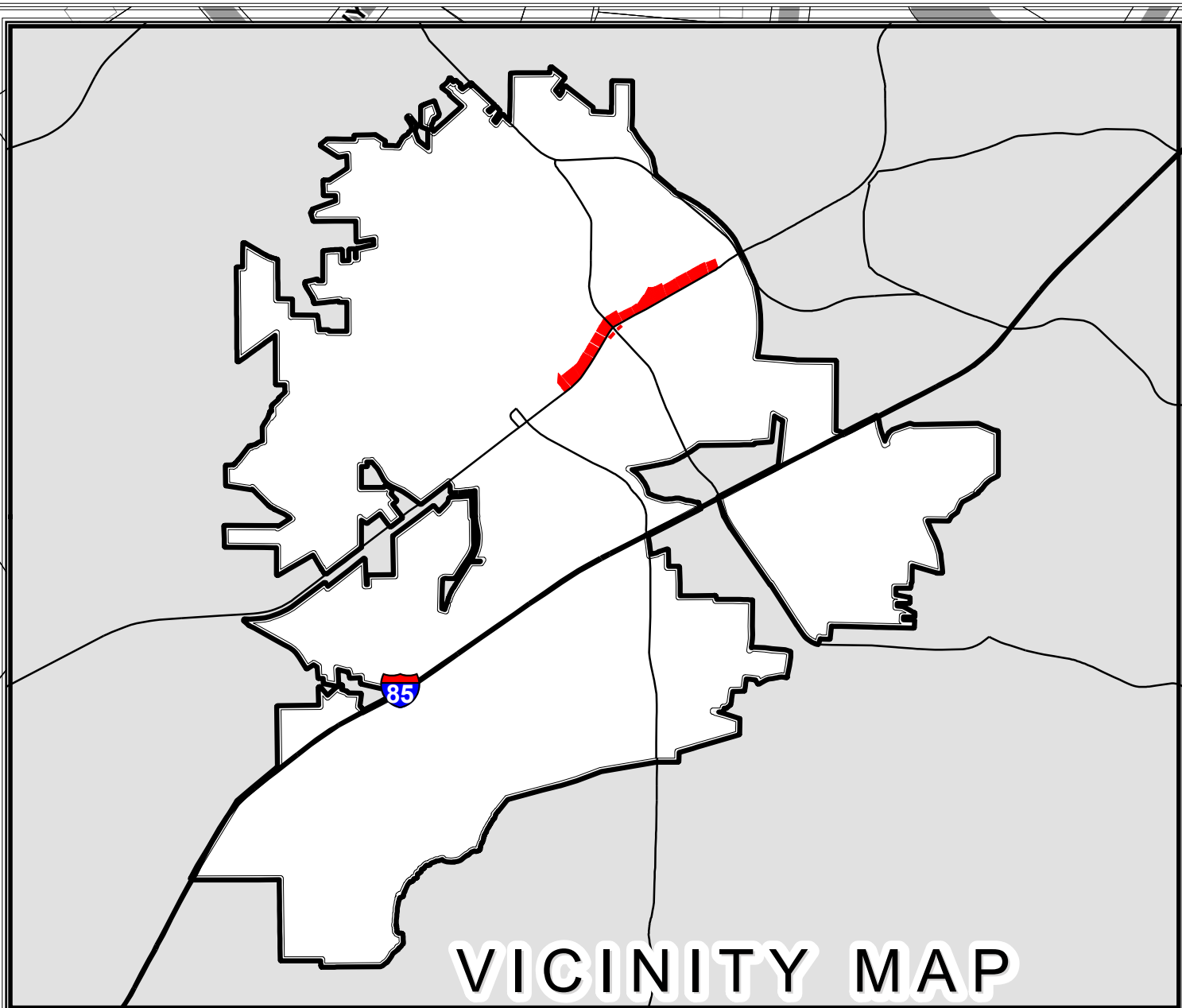
APPROVED AS TO FORM:

Brenda B. James, City Clerk

Rory K. Starkey, City Attorney

EXHIBIT “A”

**MAP OF THE DOWNTOWN DEVELOPMENT AREA
OF
THE DOWNTOWN DEVELOPMENT AUTHORITY OF FAIRBURN**



VICINITY MAP



OFFICIAL FAIRBURN DOWNTOWN OVERLAY MAP

JULY 21, 2011

City of Fairburn

0 150 300 600 Feet

1 inch = 200 feet

Page 461 of 665



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Contract for ITB 24-008 Elder Street Evergreen Underground Power Installation

ITEM TYPE: Contract

SUBMITTED: 06/05/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 06/10/2024

DEPARTMENT: Utilities

BUDGET IMPACT: \$120,000.00

PUBLIC HEARING: No

PURPOSE:

To approve and award Power Pros Powerline Solutions LLC the installation of electric underground infrastructure.

HISTORY:

The 73 lots in the development will be installed to completion by Power Pros Powerline Solutions LLC, which is a city approved contractor and vetted by ECG per the city Electrical System Ordinance No. 2005-09 5.6,4-25-2005 SEC.71-78.

FACTS AND ISSUES:

The plans for this project were approved by ECG (Electric Cities of Georgia). The contractual installation of electrical materials for the project will be paid by the developer in a pass-through payment received by procurement and the city finance department.

FUNDING SOURCE:

Infrastructure: 510-0000-54-1400

RECOMMENDED ACTION:

Request Mayor and Council approval to award ITB 24-008 to Power Pros Powerline Solutions LLC and execute a contract for the installation of electric underground infrastructure for the Elder Street Evergreen Subdivision in the amount of \$120,000.00.

ATTACHMENTS:

1. Bid Submittals Totals
2. Power Pros Bid Bond
3. Bid Schedule Cost Power Pros
4. ITB 24-008 Elder Street Evergreen Underground Power Installation

5. Scope of work & Plans
6. Contract
7. Signed Exhibits

ITB 24-008 ELDER STREET EVERGREEN UNDERGROUND POWER INSTALLATION	BID AMOUNT	BID BOND	LICENSE
PROSOURCE UTILITY CONTRACTORS LLC	LABOR ONLY \$185,822.00	YES	YES
HIGH VOLTAGE SPECIALIST INC	\$ 661,650.00	YES	YES
SOUTHERN FIBER COMPANY DBA SOUTHERN UTILITY GROUP	\$ 165,360.00	YES	YES
POWER PROS	\$ 120,000.00	YES	YES

Due date 04/25/2024 received all before 2:00pm.

EXHIBIT D
BOND DOCUMENTS
BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT Power Pros Powerline Solutions LLC

(Name of Contractor) _____

(Address of Contractor) at

4320 Bullock Dr, Florence, Al 35630

(Corporation, Partnership and or Individual) hereinafter called Principal, and _____

FCCI Insurance Company

(Name of Surety)

6300 University Parkway, Sarasota, FL 34240

(Address of Surety)

A corporation of the State of Alabama, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Fairburn Georgia

(Name of Obligee)

56 Malone Street SW, Fairburn, Georgia 30213

(Address of Obligee)

herein after referred to as Obligee, in the penal sum
of Six-Thousand Dollars (\$ 6,000.00) in lawful money
of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by
these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Fairburn, Georgia,
a proposal for furnishing materials, labor and equipment for:

Invitation to Bid, No.24-008
ELDER STREET EVERGREEN
UNDERGROUND POWER
INSTALLATION

WHEREAS the Principal desires to file this Bond in accordance with law in lieu of a certified
Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the
Principal shall within ten days after receipt of notification of the acceptance execute a Contract
in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and
manner required by the City of Fairburn, Georgia, and execute a sufficient and satisfactory
Performance Bond and Payment Bond payable to the City of Fairburn, Georgia, each in an
amount of 100% of the total Contract Price, in form and with security satisfactory to said the
City of Fairburn, Georgia, and otherwise, to be and remain in full force and virtue in law; and
the Surety shall, upon failure of the Principal to comply with any or all of the foregoing
requirements within the time specified above, immediately pay to the City of Fairburn,

EXHIBIT D

BOND DOCUMENTS

Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

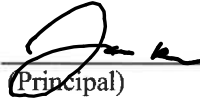
PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36-86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this 23 day of April, 2024

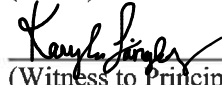
ATTEST:



(Principal Secretary)


(Principal)

(SEAL)



(Witness to Principal)

BY: Jaye Dolan

4320 Bullock Dr, Florence, AL 35630

(Address)

4320 Bullock Dr, Florence, AL 35630

(Address)

(Surety)

ATTEST

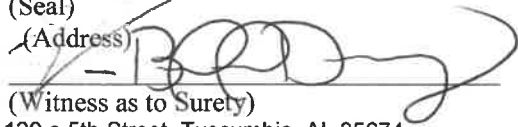
BY: 

(Attorney-in-Fact) and Resident Agent

Kirby Allen

(Attorney-in-Fact)

(Seal)

(Address) 

(Witness as to Surety)

120 e 5th Street, Tuscumbia, AL 35674

(Address)

ELECTRIC CITIES OF GEORGIA				
ESTIMATE MATERIAL LIST				
ESTIMATE #856				
PART CODE	PART DESCRIPTION	QTY	UOM	COST
415-20120	Conduit, Smooth Wall HDPE-SDR 13.5 Innerduct, 2" - W/Tape	12000	feet	\$35,600
ARM-FT81HD	Crossarm, Fiberglass Tangent w/center Mount, 8' length, 3-5/8 x 4-5/8" (PUP)	2	Each	\$1,000
ARRESTER-RP	Arrester, Surge, Riser Pole, 9 or 10 KV, Polymer-Type	4	Each	\$1,200
ARRESTERLB-15	Arrester, Elbow 25KV Body-10KV Rating	4	Each	\$1,200
BRKT-CA	Bracket,Cutout & Arrester ("T") (Joslyn #	4	Each	\$500
BSH-INS-25	Bushing, Insert - 25KV	30	Each	\$5,000
CABLELUBE	Cable Lubricant - Polywater (Bucket)	2	Each	\$100
CLEVISSEC	Clevis, Secondary	2	Each	\$100
CLMP-GR	Clamp, Ground Rod For 5/8" Rod	49	Each	\$2,500
CLMP-HL	Clamp, Hot Line	4	Each	\$500
CON-INSMTL-DF-8	AL Insulated Stud mounted Trans. Lugs-Dual Ratred-For Deadfront App, 8 Ports, 350 kcmil-10 AWG	45	Each	\$7,500
CUTOUT100AMP-SC	CutOut 100 AMP, 15 KV (110 KV BIL), Standard CutOut, Polymer Type	4	Each	\$1,500
ELBOW 1/0-25-260	Elbow Loadbreak, 200 AMP, w/oTst Pt, 25 KV, 260mil - 1/0 AWG AL	30	Each	\$10,000
FAULT-IND-6	Fault Indicator, Type-Manual Reset	15	Each	\$1,500
FEEDTHR200SO	FeedThru, Stand Off Bushing, 200 AMP 25KV	2	Each	\$150
GRIPKLM-1/0	Grip, UG Primary Cable (Kellum) Size - 1/0 AWG	4	Each	\$200
INS-PIN	Insulator PIN 15KV Porcelain	6	Each	\$200
INS-SPL	Insulator, Spool, Porcelain	2	Each	\$200
MRIBBONRED	Marking Tape Direct Burial, 1000' Roll - (RED)		Each	\$100
OHWCU2-7	OH Wire, 2 AWG, 7-Strand Bare Copper, 25# Reel (122')	18	Each	\$1,800
PAD1	Pad, Concrete, For 1-Phase Transformer 42"x42"	15	Each	\$2,000
PIN-PT	Pin,Pole Top	2	Each	\$200
PINCA5X1	PIN, CROSSARM, STEEL, 5/8" x 10 3/4"	4	Each	\$400
RODGRND5/8	Rod, Ground, Copper Weld 5/8" x 8'	49	Each	\$3,000
SCREW-RG	Screw, Small For Riser Guard	100	Each	\$100
STRRUP-1/0	Stirrup, 1/0 AWG ACSR	4	Each	\$500
TERM-1/0-25	Termination Kit, UG Primary Jacketed Cable, 1/0 AWG AL 25 KV	4	Each	\$1,000
U-GUARD4	U-Guard Polyethylene, 4" - 10' Joint	10	Each	\$200
UGT25-120	Transformer, PadMount 1Phase, 25KVA 7200/12470Y-120/240	14	Each	\$10,000
UGT37-120	Transformer, Padmount, 1Phase, 37.5 KVA 7200/12470Y 120/240	1	Each	\$1,000
UGW25-1/0-5	UG Primary Cable-25 KV, 1/0 AWG AL Conductor, 260 MILS EPR Insulation, 1/2 Concentric Neutral	7000	Feet	\$14,000
UGWTX-1/0	UG Wire 4 AWG AL Triplex (Brenau)	6000	Feet	\$12,000
UGWX-4	UG Wire, 4AWG AL Duplex (Delgado)	1200	Feet	\$2,400
WDPOLE50-3	Wood Pole CCA 50'-3	2	Each	\$2,000
WIRE-RSR6	Wire Riser 6 AWG SOL CU	4	Feet	\$150
WSHR2-1/2SQ5/8-1	Washer, Square 2-1/2" x 2-1/2" x 5/8"	10	Each	\$200

					THERE ARE SEVENTY-THREE (73) METERS	ST/LT'S Twenty-four (24)			
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Invitation to Bid, No. 24-008

**ELDER STREET EVERGREEN UNDERGROUND
POWER INSTALLATION**

March 21, 2024

Contractors are encouraged to visit the site at
Elder Street Evergreen Underground Power Installation

BID DUE DATE and OPENING DATE:
Thursday, April 25, 2024, at 2:30 p.m. EST.

**Pre-Bid Teams Meeting will be held on
April 9, 2024, at 1:00 pm Eastern**

Microsoft Teams meeting
Join on your computer, mobile app or room device
[Click here to join the meeting](#)
Meeting ID: 281 396 778 882
Passcode: L73c36
[Download Teams](#) | [Join on the web](#)

Instructions to Bidders:

1. All communications regarding this solicitation must be with the Purchasing Manager, Tyra Little, tlittle@fairburn.com.
2. All questions or requests for clarification must be sent via email to the Purchasing Manager and are due by **Friday April 12, 2024, at 4:00 p.m. EST**. Questions received after this date and time may not be answered.
3. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes, and other important information regarding the solicitation related to this solicitation will be posted on the Bidnet website at <https://www.bidnetdirect.com/> and it is the Offeror's responsibility to check the Bidnet portal for any addendum or other communications related to this solicitation. This solicitation will be posted on the State of Georgia Procurement Registry.
4. The City of Fairburn reserves the right to reject all bids and to waive technicalities and informalities, and to make an award in the best interest of the City of Fairburn.
5. The City of Fairburn is not responsible for any technical difficulties. It is highly recommended that all potential contractors submit their quotes prior to the due date of this solicitation.

GENERAL CONDITIONS

1. SCOPE OF WORK

The Contract is to provide services to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Scope of Services attached hereto as Exhibit B.

Project Description: The installation of 1/0 underground primary wire on a 12470/7200V system in a loop feed.

2. REGULATIONS

- 2.1 The Service Provider shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.2 The Service Provider shall obtain all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by Federal, State, and local laws, ordinance, rules, and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Service Provider shall keep current and, if requested by the City, provide copies of all licenses, registrations or permits required by applicable governing agencies. The Service Provider shall keep a copy of all licenses, registrations and permits on the job site while performing the Contract work.
- 2.4 The Service Provider will comply with the City of Fairburn's Financial Management and Purchasing Policies.
- 2.5 The Service Provider will complete all work in accordance with all applicable legal requirements, including but not limited to O.C.G.A. § 50-5-63, as applicable.

3. WORK HOURS

- 3.1 The Contractor shall perform on-site work during Standard Work Hours, which are between 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding City's observed holidays. The city may require the Contractor to perform work on the city's premises during Non-standard Work Hours which are outside the Standard Work Hours. Non-Standard Work Hours may be arranged with prior written approval of the City. The Contractor shall advise the City no less than 48 hours in advance of its projected work schedule. The Contractor shall perform no work during City observed holidays without the prior written permission of the City.
- 3.2 In the event an emergency condition is declared by the City's Director of his respective designee, the Contractor will perform work during such hours as requested by the City.
- 3.3 The City may order the Service Provider to suspend, delay, or interrupt all or any part of the work on for such a period as he may determine appropriate for the convenience of the City. The time for completion of the work shall be extended by the number of days they work is suspended. The City shall not be responsible for any claims, damages or costs stemming from any delay of the work.

4. SERVICE PROVIDER'S PERSONNEL

- 4.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

GENERAL CONDITIONS

- 4.2 The Service Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 4.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and /or around the areas that relate to them, or the services being performed by them pursuant to this Contract. In addition, the Service Provider will always have someone in attendance who can communicate instructions to said employee.
- 4.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees have tested negative for drugs. In addition, existing employees of the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City if requested.
- 4.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.
- 4.6 The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers, or other persons in the City.
- 4.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the city.
- 4.8 While working on city property all Service Provider's employees shall wear neat-appearing business casual attire or uniforms with the company name and/ or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 4.9 Designation of Supervisor-the Service Provider shall designate an experienced Supervisor ("Supervisor") acceptable to the City for all purposes related to the work. The initial Supervisor shall be (TBD).
 - 4.9.1 The Supervisor shall be fully responsible for the Service Provider meeting all its obligations under this Contract. The Supervisor shall provide the City with an appropriate status report on the progress of the project.
 - 4.9.2 The Supervisor shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Supervisor and the City, but the final required times will be the City's discretion.
 - 4.9.3 In the event that the designated Supervisor terminates employment with the Service Provider or is requested by the City to be removed from the role of Supervisor (as provided in Section 4.5), the position shall be assumed by an individual with

GENERAL CONDITIONS

equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.

- 4.9.4 The process by which the implementation partner requests the removal of a team member from the project. If a Service Provider replaces a proposed team member, the Service Provider shall replace that team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

5. TOOLS AND EQUIPMENT

It shall be the sole responsibility of the Service Provider to provide for all tools, parts, and equipment necessary to perform work under this Contract.

6. PERFORMANCE REQUIREMENTS

- 6.1 The Service Provider shall perform all its obligations and functions under the Contract in accordance with the Contract specifications and industry standards. The Service Provider shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with, or delay the operations or activities of the City.
- 6.2 The Service Provider's personnel shall perform work in compliance with all Federal, State, and City of Fairburn regulations.
- 6.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).
- 6.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- 6.5 The Service Provider shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the way they were intended. The Service Provider is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.

7. CONFIDENTIAL INFORMATION

- 7.1 In the course of performing the contract work, the Service Provider may gain access to security-sensitive and other sensitive information of the City.
- 7.2 The Service Provider agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontracts who have a legitimate need to know such information and only after advising such persons of the Service Provider's non-disclosure obligations.
- 7.3 The Service Provider shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Service Provider's obligations

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hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.

- 7.4 The Service Provider shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Service Provider employs and takes to protect its own information, but in no event shall the Service Provider use less than reasonable efforts to protect the City's information.
- 7.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

8. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, the Service Provider shall keep the premises free from accumulation of waste materials, and other debris resulting from, work and about the premises as well as tools, equipment, machinery, and surplus material, and leave the site clean and ready for occupancy by the City.

9. SAFETY AND PROTECTION

The Service Provider shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the worksite and other persons including, but not limited to, the general public who may be affected thereby.

10. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES

- 10.1 The City shall pay the Service Provider, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and delivered or performed, as the case may be, by the Service Provider to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in the Section.
- 10.2 The Service Provider shall invoice with such supporting documentation and other backup material as the City may reasonably require. The Service Provider shall provide the Proof of Payment attached as an Exhibit hereto, indicating all subcontractors have paid, with each invoice.
- 10.3 The Service Provider shall deliver to the City approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Service Provider for the City under this Contract.
- 10.4 The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory service. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid more than that due under the terms of this Contract.
- 10.5 The Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred for the work

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performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Service Provider to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amount owed to Service Provider hereunder.

- 10.6 The Service Provider shall submit all invoices to City of Fairburn to finance@fairburn.com.
- 10.7 The Service Provider will agree to comply with the City of Fairburn's Financial Policies and Purchasing Policy, to the extent applicable.
- 10.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against Fairburn for work done, materials furnished, costs incurred or otherwise arising out of this contract and shall release the City from all further claims related to the payment for services and materials furnished in connection with this Agreement.
- 10.9 The Service Provider and City agree that in any event a provision of this Contract pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act are hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

11. COMPLIANCE WITH LAWS AND REGULATIONS

- 11.1 The Service Provider shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, Fulton County, the City of Fairburn, any applicable rules, regulations, or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall always be followed. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Service Provider's performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonable request in connection with any such challenge or contest by the City.
- 11.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state, or deferral, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees, therefore.
- 11.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of employees; including but not limited to the Service

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Provider's compliance with requirements of O.C.G.A. 13-10-91 AND Rule 300-104-1-.02.

12. SERVICE PROVIDER'S LIABILITY

The Service Provider shall be responsible for the prompt payment of any fines imposed on the city or the Service Provider by any other federal, state or local governmental agency as a result of the Service Provider's, or its subcontractor's (or the officers' directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 12 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provision of Section 13 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

13. INDEMNIFICATION AND INSURANCE

13.1 The Service Provider shall, to the extent allowed under Georgia law, indemnify, defend and hold completely harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of damage to or destruction or loss of any property of the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of the Service Provider's directors, officers, agents, employees, subcontractors, licensees or invitees, in connection with the performance of this contract regardless of where the damage, destruction, injury or death occurred, **unless** such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by the City's negligence or by the joint negligence of the City and any person other than the Service Provider or the Service Provider's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of the Service Provider to keep, observe or perform any of the covenants or agreements in this Contract which required to be kept, observed or performed by the Service Provider, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 13.4 below by or in favor of any person described in Section 13.5 below, or (iv) arising out of or in connection with any action by Service Provider or its directors, officers, agents, employees, subcontractors, licensees or invitees. The City agrees to give the Service Provider reasonable notice of any suit or claim for which indemnification will be sought hereunder, to

allow the Service Provider or its insurer to compromise and defend the same to the extent of its interest, and to reasonably cooperate with the defense of any such suit

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or claim. In carrying out its obligations under this section, the Service Provider shall engage counsel reasonably acceptable to the City. In any suit, action, proceeding, claim or demand brought in respect of which the City may pursue indemnity, the City shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the City unless (1) the Service Provider and the City shall have mutually agreed to the contrary, (2) the Service Provider has failed within a reasonable time to retain counsel reasonably satisfactory to the City, or (3) the City and the Service Provider are both name parties in any such proceeding and, in the sole judgment of the City, representation of both the City and the Service Provider by the same counsel would be inappropriate due to actual or potential differing interests between them. The indemnification provisions of Section 14 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract. Notwithstanding anything contained in the foregoing indemnity, any claim for indemnity by the City for claims of thirds parties alleging harm due to the professional services provided by Service Provider, to the fullest extent permitted by law, Service Provider shall indemnify City from and against losses, damages, and judgments arising from such claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to have been caused by a negligent act, error or omission of Service Provider or its sub-Service Providers in the performance of professional services under this Agreement.

- 13.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 13.3 The Service Provider shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Service Provider shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in the performance of the Contract.
- 13.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of

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this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Service Provider pursuant to this Contract.

13.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section 13 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

13.6 No provisions of Section 13 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

13.7 Insurance

13.7.1 General Liability and Automobile Liability. The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Service Provider's performance of the Contract work:

(1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Service Provider's covenants to and indemnification of the City under the Contract, and

(2) Automobile liability insurance with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

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13.7.1.1 Self-Insured Retention. Service Provider's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$100,000 if the Contract is \$1,000,000 or more unless approved by the City Administrator. Service Provider's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000 unless approved by the City Administrator.

13.7.1.2 Additional Insured Endorsement. Service Provider agrees and shall cause the City their member (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured under such policy or policies of commercial general and automobile liability insurance.

13.7.1.2 Workers' Compensation and Employer's Liability. If Service Provider has any employee working on City property, Service Provider shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Service Provider's employer's liability insurance shall not be less than \$100,000 for "each employee." If the Service Provider is self-insured, the Service Provider shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

13.7.3 Professional Liability Insurance. The Service Provider shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Service Provider from the project's inception date and until such time as the Statute of Limitations has run for the work done on the project.

13.7.4 Health Insurance. Not applicable.

13.7.5 Garage Liability Insurance. Not applicable.

13.7.6 Garage Keeper's Legal Liability Insurance. Not applicable.

13.7.7 Crime Coverage. Not applicable.

13.7.8 Pollution Liability Insurance. Not applicable.

13.7.9 Deductibles. The Service Provider's policies of insurance required by this Section 13.7 may require the Service Provider's payment of a deductible, provided the Service Provider's insurer is required to pay claims from the first dollar at 110% of the claim value without any requirement that the Service Provider pays the deductible prior to its insurer's payment of the claim.

13.7.9 Other Insurance Requirements. All insurance policies, required by this Section 13.7, shall be if they are primary insurance with respect to any other valid insurance the City may possess and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 14.2 of these General Conditions and said policies

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shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 13.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Administrator shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Administrator with respect thereto.

14. LIABILITY INSURANCE

- 14.1 The Contractor shall be required to provide the bonds as dictated in the Procurement Documents in Exhibit D.
- 14.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A- Financial Rating and a Financial Size Category of "Class VIII" or higher than the City Administrator may waive the requirement for the insurer to be approved by the State of Georgia.

15. CONTRACT ADJUSTMENTS

- 15.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Service Provider's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Service Provider's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Service Provider's compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good-faith negotiation by the City and Service Provider and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletion or additions to the scope of work will be set forth in a written Amendment to this Contract.

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- 15.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Service Provider and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.
- 15.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate because of the mismanagement, improper act, or other failure of the Service Provider, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

16. SUBCONTRACTORS

- 16.1 The Service Provider shall perform all its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the Service Provider; or any other party that could significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Administrator. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Service Provider shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself performs or remedy any obligations or functions which the subcontractor fails to perform properly.
- Nothing contained herein shall be construed to prevent the Service Provider from using the services of a common carrier for delivering goods to the City. The City approves the sub-Service Providers listed in the Statement of Qualifications.
- 16.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 16. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Service Provider. However, such application shall neither make any subcontractor a party to this Contract nor make such subcontractor a third-party beneficiary hereof.
- 16.3 In the event that the Service Provider employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Service Provider for work performed by a subcontractor) shall be submitted to the City by the Service Provider and the City shall pay all compensation to the Service Provider. It shall be the sole responsibility of the Service Provider to deal with a subcontractor with respect to the collection and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including any obligations of payment.

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17. DEFAULT AND TERMINATION

17.1 In the event that:

17.1.1 The Service Provider shall fail to keep, perform, or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or

17.1.2 The Service Provider shall fail to keep, perform, or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or

17.1.3 The Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or

17.1.4 The Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the period specified by a provision for this Contract; or

17.1.5 The Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

17.1.6 The Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or

17.1.7 There is an assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or

17.1.8 the Service Provider shall default on any other agreement entered by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall

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in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

17.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.

17.3 Bankruptcy and Liquidation – In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty(60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

(i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damage by use of such back-up or archival copies.

(ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the City to, as applicable, the Service Provider or the bankruptcy trustee or receiver. The Service Provider or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material (s) to be available to the City.

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(iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

18. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Administrator or designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Administrator may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

19. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation, or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a power to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

20. NOTICES

20.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand-delivered, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.

20.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand-delivered to the City Administrator, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally recognized overnight delivery service for next day delivery to City or three (3) days following submission to the

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City by U.S. Certified Mail. Any such notice shall be sent to:

City of Fairburn, GA
ATTN: City Administrator
56 Malone Street SW
Fairburn, GA 30213

Service Provider

- 20.3 Either party may change its notice address by written notice to the other given as provided in this section.

21. NONDISCRIMINATION

21.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:

21.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Contract.

21.1.2 Nondiscrimination. The Service Provider, regarding the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

21.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider’s obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color, or national origin.

21.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such regulations, orders, and instructions, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

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- 21.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:
- 21.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or
- 21.5.2 Cancellation, termination, or suspension of the Contract, in whole or in part.
- 21.5.3 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontractor procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.
- 21.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

22. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

GENERAL CONDITIONS

23. GENERAL PROVISIONS

- 23.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Invitation to Bid, and (vii) the Bid Form.
- 23.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions, or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 23.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 23.4 The Service Provider warrants to the City that no work performed, or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, an order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 23.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Service Provider. This Contract shall be deemed to be made, construed, and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in Fulton County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in

GENERAL CONDITIONS

an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.

- 23.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part thereof or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 23.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 23.8 The delay or failure of the City at any time to insist upon performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 23.9 If the City shall, without any fault, be made a party to any litigation commenced between the Service Provider and a third party arising out of the Service Provider's operations and activities at the premises, then the Service Provider shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Service Provider of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment, therefore, and the expiration or earlier termination of this Contract.
- 23.10 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 23.11 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 23.12 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.
- 23.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the

GENERAL CONDITIONS

circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.

- 23.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which is then outstanding. If additional work beyond the scope of this Contract is requested by the City Administrator and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges, therefore, have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Administrator, in his or her exclusive discretion.
- 23.15 The Service Provider is an Independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner, or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 23.16 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Administrator or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transactions from other transactions of the Service Provider and subcontractors, and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be made available in Fulton County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include but is not limited to a review of the general input, processing, and output controls of information systems, using read-only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable formats, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Administrator may require the Service Provider and subcontractors

GENERAL CONDITIONS

to provide other records the City Administrator, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. If expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, an audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. Without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further, if such inspection, examination, or audit establishes that the Service Provider has overbilled such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 23.17 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 23.18 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 23.19 Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.
- 23.20 In computing any period established under this Contract, except as otherwise specified herein the word "days" when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 23.21 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.

GENERAL CONDITIONS

- 23.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 23.23 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 23.24 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received, and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

24. GRATUITIES, REBATES, OR KICKBACKS.

- 24.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.
- 24.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

EXHIBIT A

******* *END OF GENERAL CONDITIONS******

EXHIBIT B
SPECIFICATIONS AND SCOPE OF WORK

This project consists of the installation of 1/0 underground primary wire on a 12470/7200V system in a loop feed. There will be 2" HDPE-SDR 13.5 innerduct with tape required for all primary wire on the project. The primary cable will consist of a 25 KV rating as well as all corresponding rubber goods required in all pad mount transformers and terminating cabinets. All secondary wire required will also be in conduit with the above specifications and size as denoted on the drawings. All street lighting required will follow the specifications in the approved Electric Cities of Georgia drawings and will follow any other specifications, required by Fairburn's Planning and Zoning division.

All work will be inspected by Electric Cities of Georgia engineering, as well as the City of Fairburn Power Department for compliance with job specifications.

Any addendums to the issued drawings will be submitted through the Electric Cities of Georgia Engineering department for consideration. All work will be performed in the safest possible manner, and every reasonable effort will be made to provide and maintain a safe work area for our customers. All work will be performed by qualified electric distribution workers. The contractor will provide all labor, equipment, supplies, safety equipment, tools, and supervision to accomplish the contracted tasks.

Please refer to Exhibit B for plans and estimate Materials List.

The contractor and sub-contractor is required to provide a license for Utility contracting work. Your license must be submitted with your bid. If not received your firm will be disqualified from participation.

We will make an award to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in this Invitation to Bid.

[illegible]

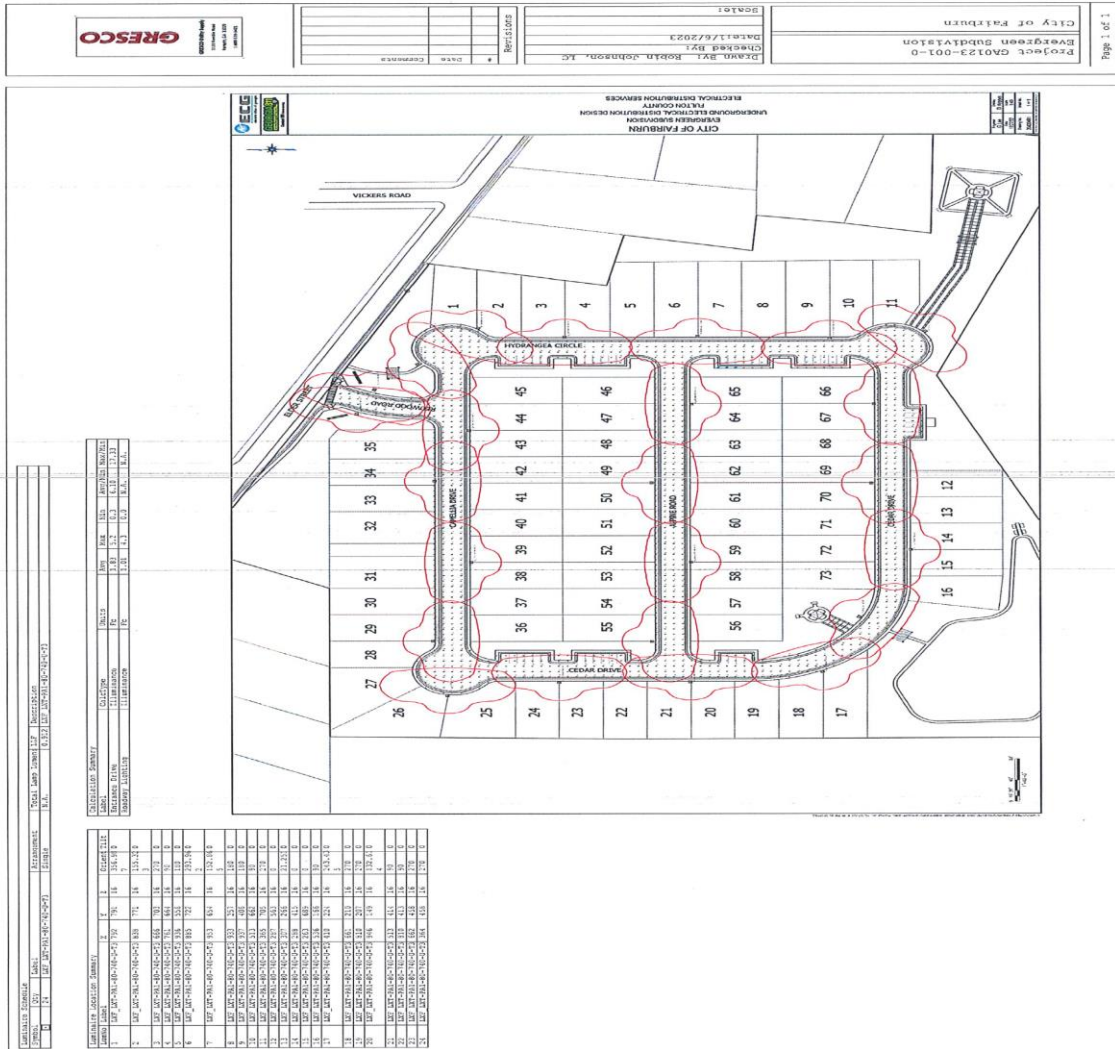


EXHIBIT D
BOND DOCUMENTS

BONDING REQUIREMENTS

Each bid must be accompanied by a BID BOND (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Fairburn. Said bid bond guarantees the bidder will enter a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

The Successful Bidder shall be required to furnish a bond for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to one hundred percent (100%) of the contract price.

The Successful Bidder shall also be required to furnish a Maintenance Bond, in the amount of one-third (1/3) of the contract price, guaranteeing the repair or replacement caused by defective workmanship or materials for a period of one (1) year from the completion of construction.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

EXHIBIT D
BOND DOCUMENTS
BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(Name of Contractor) _____

(Address of Contractor) at

(Corporation, Partnership and or Individual) hereinafter called Principal, and _____

(Name of Surety)

(Address of Surety)

A corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Fairburn Georgia

(Name of Obligee)

56 Malone Street SW, Fairburn, Georgia 30213

(Address of Obligee)

herein after referred to as Obligee, in the penal sum
of _____ Dollars (\$ _____) in lawful money
of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by
these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Fairburn, Georgia,
a proposal for furnishing materials, labor and equipment for:

Invitation to Bid, No.24-008
ELDER STREET EVERGREEN
UNDERGROUND POWER
INSTALLATION

WHEREAS the Principal desires to file this Bond in accordance with law in lieu of a certified
Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the
Principal shall within ten days after receipt of notification of the acceptance execute a Contract
in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and
manner required by the City of Fairburn, Georgia, and execute a sufficient and satisfactory
Performance Bond and Payment Bond payable to the City of Fairburn, Georgia, each in an
amount of 100% of the total Contract Price, in form and with security satisfactory to said the
City of Fairburn, Georgia, and otherwise, to be and remain in full force and virtue in law; and
the Surety shall, upon failure of the Principal to comply with any or all of the foregoing
requirements within the time specified above, immediately pay to the City of Fairburn,

EXHIBIT D

BOND DOCUMENTS

Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36-86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____, 20____

ATTEST:

(Principal Secretary)

(Principal)

(SEAL)

BY: _____

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST

BY: _____
(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

EXHIBIT D
BOND DOCUMENTS
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

A Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto:

The City of Fairburn Georgia

(Name of Obligee)

56 Malone Street SW, Fairburn, Georgia 30213

(Address of Obligee)

Hereinafter referred to as Obligee; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered a certain contract, hereto attached, with the Obligee, dated _____ for _____.

EXHIBIT D
BOND DOCUMENTS

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials service, skill, tools, machinery, and equipment furnished, or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions, to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and /or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within 120 days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery, and/or equipment were furnished, or for whom they work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Oblige, to the person and at the address provided for in the Contract, within five days of the mailing of the notice to the Principal.

PROVIDED FURTHER, that any suit under this Bond must be instituted before the expiration of one year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provision of the Official Code of Georgia Annotated, as amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Eq. and SS 36-86-101, et. Seg. and is intended to be and shall be construed as a bond in compliance with the requirements, therefore.

EXHIBIT D
BOND DOCUMENTS

Signed, sealed, and dated this _____ day of _____, 2024
ATTEST:

(Principal Secretary)
(Seal)

(Principal)

By:_____

(Witness to Principal)

(Address)

(Surety)

ATTEST

BY:

Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

EXHIBIT D
BOND DOCUMENTS
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

A Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto:

The City of Fairburn, Georgia

(Name of Obligee)

56 Malone Street SW, Fairburn, GA. 30213

(Address of Obligee)

Hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of: _____ Dollars (\$_____), in lawful money of United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered a certain contract, hereto attached, with the Obligee, dated _____ for: _____.

EXHIBIT D

BOND DOCUMENTS

NOW THEREFORE, the conditions of this obligation are such that if the above-bound Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as amended, including but not limited to O. C.G.A. SS 13-10-1 et. Seq. and SS 36-86-101, et Seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____, 2024

ATTEST:

(Principal)

(Principal Secretary)

(Seal)

By: _____

(Witness to Principal)

(Address)

(Surety)

EXHIBIT D
BOND DOCUMENTS

ATTEST:

(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

EXHIBIT D
BOND DOCUMENTS
MAINTENANCE BOND

PROJECT NO: _____

BOND NO: _____

KNOW ALL MEN BY THESE PRESENTS that we, _____ as Principal, and
_____ as Surety, are held and firmly bound unto the CITY OF
FAIRBURN, GEORGIA, as Obligee in the sum of one-third of the contract bid for the
payment of which said Principal and Surety bind themselves, their heirs, administrators,
executors, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the City of Fairburn for the Recreation and
Parks Restroom Project. Said work has now been completed and the Obligee desires a
maintenance bond guarantee said streets and improvements for a period of one-year
beginning _____ and ending _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall
fully indemnify and save harmless the City of Fairburn from any and all loss, costs, expenses or
damages, for any repairs or replacements required because of defective workmanship or materials
in said construction, then this obligation shall be null and void; otherwise to be and remain in full
force and effect as to any such claim arising within one year from the completion of said
construction as set forth in said agreement.

Signed, sealed and dated this _____ day of _____, 2024

Witness:

(Principal)

(Name of Surety Company)

(Attorney-in-fact)

End of Exhibit D.

EXHIBIT E
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: _____

Address: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Fairburn within five (5) business days after any subcontractor(s) is/are retained to perform such service.

E Verify™ Company Identification Number

Date of Authorization

BY: Authorized Officer or Agent
(Name of Person or Entity)

Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

_____ DAY OF _____, 202__

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

*** or any subsequent replacement** operated by the United States Department of Homeland Security, or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 2023

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

End of Exhibit E.

**EXHIBIT F
DRUG-FREE WORKPLACE**

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-free Workplace Act”, have been complied with in full.

The undersigned further certifies that:

(1) A drug-free workplace will be provided for the Service Provider’s employees during the performance of the Contract; and

(2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

“As part of the subcontracting agreement with _____ (Service Provider),
_____(subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03.”

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Company Name

BY: Authorized Officer or Agent Date
(Service Provider Signature)

Title of Authorized Officer or Agent of Service Provider

Printed Name of Authorized Officer or Agent

End of Exhibit F.

EXHIBIT G

PURCHASING POLICY ADDENDUM

I, _____, hereby certify that I have received a copy of the City of Fairburn, GA, Financial Management Policies Purchasing Policy which can be found at <http://Fairburnga.gov/city-departments/purchasing> and agree to comply with all requirements of the City of Fairburn, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

BY: Authorized Officer or Agent Date
(Service Provider Signature)

Title of Authorized Officer or Agent of Service Provider

Printed Name of Authorized Officer or Agent Date

End of Exhibit G.

EXHIBIT H
AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Fairburn, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Fairburn license/permit and /or contract for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. _____ I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: _____

Date: _____

Printed Name: _____

* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the ____ day of _____, 20____,

Notary Public:

My Commission Expires: _____

* Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

EXHIBIT I

REFERENCES

**ITB 24-008, ELDER STREET EVERGREEN
UNDERGROUND POWER INSTALLATION**

Please provide as references the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: _____
 Address: _____
 Contact: _____ Phone: _____

2. Company Name: _____
 Address: _____
 Contact: _____ Phone: _____

3. Company Name: _____
 Address: _____
 Contact: _____ Phone: _____

EXHIBIT I

**SUBCONTRACTORS
ITB 24-008 ELDER STREET EVERGREEN UNDERGROUND POWER
INSTALLATION**

Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

1. Company Name: _____
 Address: _____
 Contact: _____ Phone: _____

2. Company Name: _____
 Address: _____
 Contact: _____ Phone: _____

3. Company Name: _____
 Address: _____
 Contact: _____ Phone: _____

4. Company Name: _____
 Address: _____
 Contact: _____ Phone: _____

5. Company Name: _____
 Address: _____
 Contact: _____ Phone: _____

End of Exhibit I.

EXHIBIT J

**NON-COLLUSION AFFIDAVIT
ITB 24-008, ELDER STREET EVERGREEN
UNDERGROUND POWER INSTALLATION**

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this _____ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

(Bid Number)

ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____

EXHIBIT K

**BID SCHEDULE
ITB 24-008, ELDER STREET EVERGREEN UNDERGROUND POWER
INSTALLATION**

PART CODE	PART DESCRIPTION	QTY	UOM	COST
415-20120	Conduit, Smooth Wall HDPE-SDR 13.5 Innerduct, 2" - W/Tape	12000	feet	
ARM-FT81HD	Crossarm, Fiberglass Tangent w/center Mount, 8' length, 3-5/8 x 4- 5/8" (PUP)	2	Each	
ARRESTER-RP	Arrester, Surge, Riser Pole, 9 or 10 KV, Polymer-Type	4	Each	
ARRESTERLB-15	Arrester, Elbow 25KV Body-10KV Rating	4	Each	
BRKT-CA	Bracket, Cutout & Arrester ("T") (Joslyn #	4	Each	
BSH-INS-25	Bushing, Insert - 25KV	30	Each	
CABLELUBE	Cable Lubricant - Polywater (Bucket)	2	Each	
CLEVISSEC	Clevis, Secondary	2	Each	
CLMP-GR	Clamp, Ground Rod For 5/8" Rod	49	Each	
CLMP-HL	Clamp, Hot Line	4	Each	
CON-INSMTL-DF-8	AL Insulated Stud mounted Trans. Lugs-Dual Rated-For Deadfront App, 8 Ports, 350 kcmil-10 AWG	45	Each	
CUTOUT100AMP-SC	CutOut 100 AMP, 15 KV (110 KV BIL), Standard CutOut, Polymer Type	4	Each	

ELBOW 1/0-25-260	Elbow Loadbreak, 200 AMP, w/oTst Pt, 25 KV, 260mil - 1/0 AWG AL	30	Each	
FAULT-IND-6	Fault Indicator, Type-Manual Reset	15	Each	
FEEDTHR200SO	FeedThru, Stand Off Bushing, 200 AMP 25KV	2	Each	
GRIPKLM-1/0	Grip, UG Primary Cable (Kellum) Size - 1/0 AWG	4	Each	
INS-PIN	Insulator PIN 15KV Porcelain	6	Each	
INS-SPL	Insulator, Spool, Porcelain	2	Each	
MRIBBONRED	Marking Tape Direct Burial, 1000' Roll - (RED)		Each	
OHWCU2-7	OH Wire, 2 AWG, 7-Strand Bare Copper, 25# Reel (122')	18	Each	
PAD1	Pad, Concrete, For 1-Phase Transformer 42"x42"	15	Each	
PIN-PT	Pin,Pole Top	2	Each	
PINCA5X1	PIN, CROSSARM, STEEL, 5/8" x 10 3/4"	4	Each	
RODGRND5/8	Rod, Ground, Copper Weld 5/8" x 8'	49	Each	
SCREW-RG	Screw, Small For Riser Guard	100	Each	
STRRUP-1/0	Stirrup, 1/0 AWG ACSR	4	Each	
TERM-1/0-25	Termination Kit, UG Primary Jacketed Cable, 1/0 AWG AL 25 KV	4	Each	
U-GUARD4	U-Guard Polyethylene, 4" - 10' Joint	10	Each	

UGT25-120	Transformer, PadMount 1Phase, 25KVA 7200/12470Y-120/240	14	Each	
UGT37-120	Transformer, Padmount, 1Phase, 37.5KVA 7200/12470Y 120/240	1	Each	
UGW25-1/0-5	UG Primary Cable-25 KV, 1/0 AWG AL Conductor, 260 MILS EPR Insulation, 1/3 Concentric Neutral	7000	Feet	
UGWTX-1/0	UG Wire 4 AWG AL Triplex (Brenau)	6000	Feet	
UGWX-4	UG Wire, 4AWG AL Duplex (Delgado)	1200	Feet	
WDPOLE50-3	Wood Pole CCA 50'-3	2	Each	
WIRE-RSR6	Wire Riser 6 AWG SOL CU	4	Feet	
WSHR2-1/2SQ5/8-1	Washer, Square 2-1/2" x 2-1/2" x 5/8"	10	Each	
THERE ARE SEVENTY-THREE (73) METERS	ST/LT'S Twenty-four (24)			

*** Include completed bid schedule with your bid ***

CONTRACT FOR ITB 24-008
ELDER STREET EVERGREEN UNDERGROUND POWER
INSTALLATION

This **CONTRACT** made and entered into this ____ day of _____, 2024 by and between the City of Fairburn, (Party of the First Part, hereinafter called the “City”), and - _____ Party of the Second Part, hereinafter called the “Service Provider” or “Contractor”).

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

The services to be performed under this Contract shall commence upon the date stated in the Notice to Proceed Letter. The contract period for this contract is 90 days from the date stated in the Notice to Proceed Letter. Upon the completion of the full scope of work the contract shall terminate absolutely and without further obligation as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all the **Contract documents**:

Exhibit A:	General Conditions.
Exhibit B:	Specifications and Scope of Work (ITB 24-008 reference herein).
Exhibit C:	Determination of Responsibility.
Exhibit D:	Bond Documents: Payment Bond, Performance Bond, and Maintenance Bond.
Exhibit E:	Georgia Security and Immigration Compliance Affidavit.
Exhibit F:	Drug-Free Workplace.
Exhibit G:	Purchasing Policy Addendum.
Exhibit H:	Affidavit Verifying Status for Public Benefit Application.
Exhibit I:	Bid Documents: References and Subcontractor Form.
Exhibit J:	Non-Collusion Affidavit.
Exhibit K:	Bid Schedule.
	Plans/Maps – City of Fairburn

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, perform the services in accordance with the Contract Documents (the “Work”).

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, the Service Provider guarantee that the maximum price for materials, labor, and expenses, shall be the amount reflected in Exhibit K.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A. --- General Conditions]

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provide by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, color, sex, national origin, age, or disability which does not preclude the applicate or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each sub-service providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Fulton. County, Georgia.

14. SMALL AND MINORITY BUSINESSES CLAUSE:

The City of Fairburn, in maintaining its status as a Welcoming City and City of Ethics commissioned a study of its Social Justice, Race, and Equity practices. As a result of the study, recommendations have been made to enhance and improve upon its efforts in providing opportunities to small and minority businesses in procuring goods and services. With respect to openness and transparency, the City of Fairburn encourages all businesses regardless of size and status to engage in the City's procurement process. The city gives equal attention to all submissions and will work with individual firms to ensure that their questions are answered in a timely basis.

15. MERGER CLAUSE:

The parties agree that the terms of this Contract included the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

[Signature page follows]

IN WITNESS WHEREOF, City and Contractor have set their hands and seals hereto as of the day and year indicated next to their signatures.

Address:
(Contractor)
Address:
City, State, Zip

Date Signed by Contractor:

_____, 2024

Address:
City of Fairburn
56 Malone Sr. SW
Fairburn, GA 30213

Date signed by City:

_____, 2024

Approved as to form:

CONTRACTOR:

(Contractor), a corporation

By: _____

(Corporate Seal)

CITY:
CITY OF FAIRBURN, a municipality
incorporated in the State of Georgia

By: _____
Mario B. Avery, Mayor

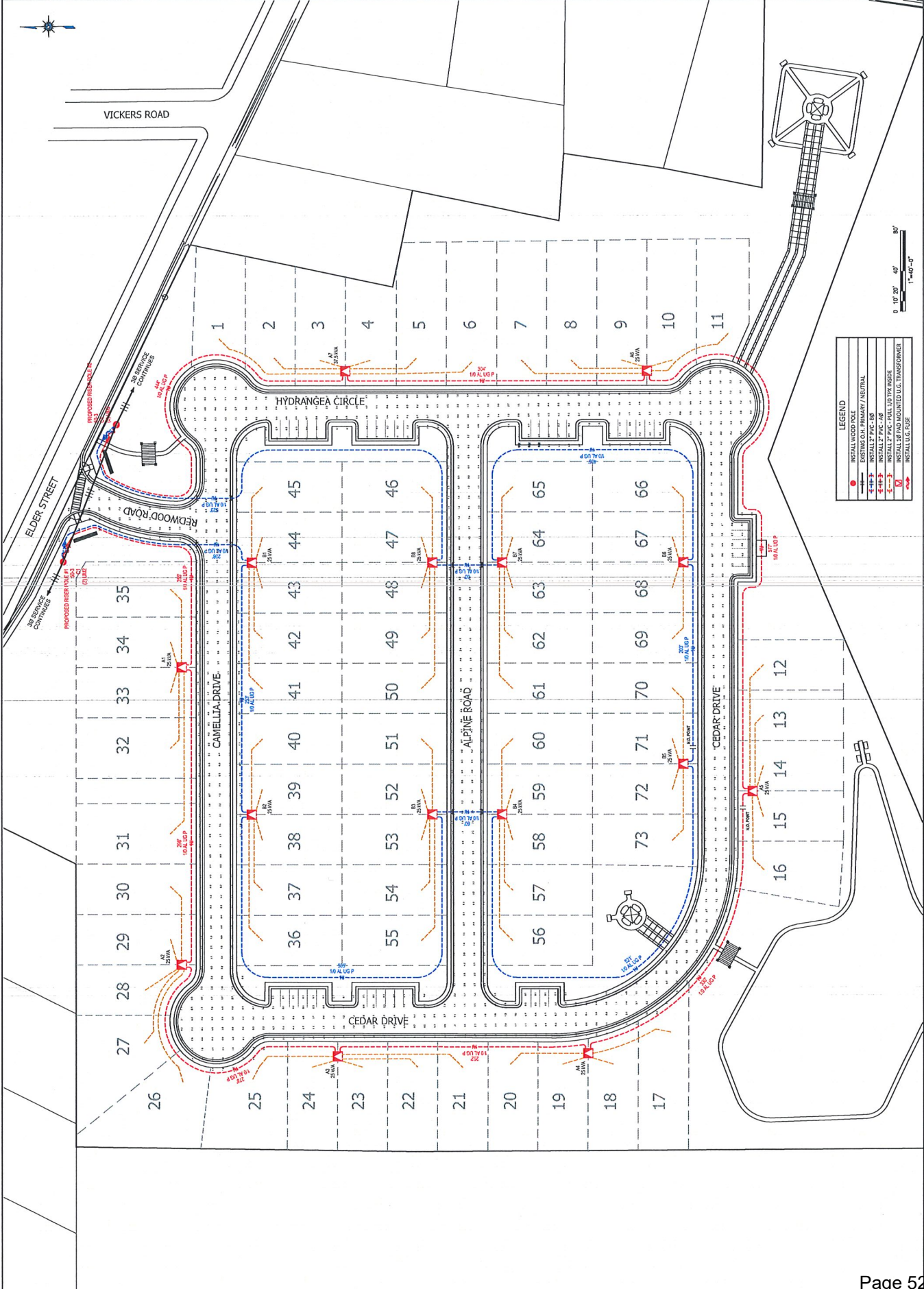
Attest: _____
Brenda B. James, City Clerk

Rory K. Starkey, City Attorney

{SEAL}

Scope of work for Elder Street Evergreen Subdivision underground power installation

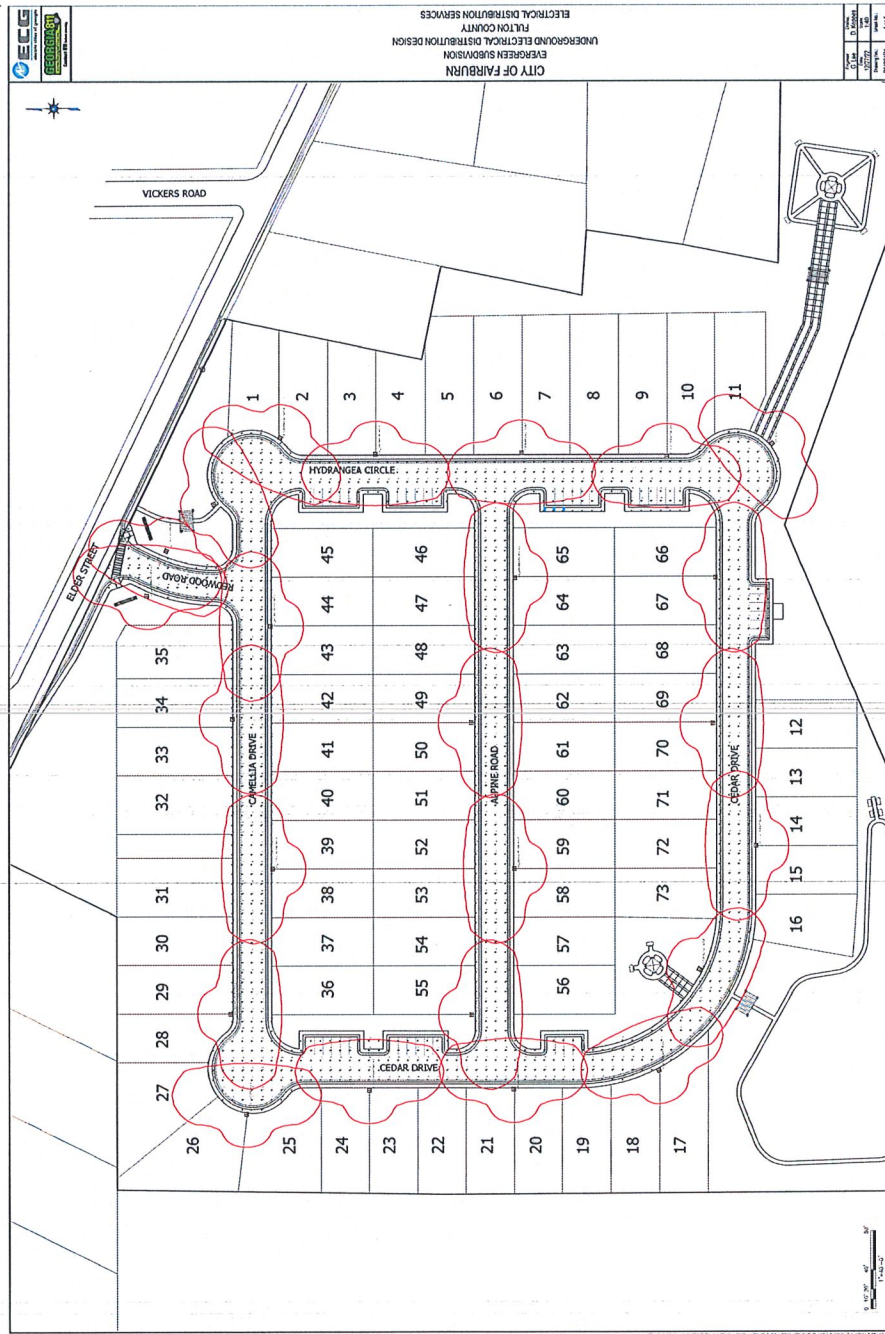
This project consists of the installation of 1/0 underground primary wire on a 12470/7200V system in a loop feed. There will be 2" HDPE-SDR 13.5 innerduct with tape required for all primary wire on the project. The primary cable will consist of a 25 KV rating as well as all corresponding rubber goods required in all pad mount transformers and terminating cabinets. All secondary wire required will also be in conduit with the above specifications and size as denoted on the drawings. All street lighting required will follow the specifications in the approved Electric Cities of Georgia drawings and will follow any other specifications required by Fairburn's Planning and Zoning division. All work will be inspected by Electric Cities of Georgia engineering, as well as the City of Fairburn Power Department for compliance to job specifications. Any addendums to the issued drawings will be submitted through the Electric Cities of Georgia Engineering department for consideration. All work will be performed in the safest possible manner, and every reasonable effort will be made to provide and maintain a safe work area for our customers. All work will be performed by qualified electric distribution workers. The contractor will provide all labor, equipment, supplies, safety equipment, tools, and supervision to accomplish the contracted tasks.



Luminance Schedule			
Symbol	Qty	Label	Description
1	1	LXF LXF-PA-80-740-J-F3	
2	2	LXF LXF-PA-80-740-J-F3	0.912
3	1	LXF LXF-PA-80-740-J-F3	N.A.
4	1		

Calculation Summary						
Label	CalcType	Units	Avg	Max	Nin	Max/Nin
Entrance Drive	Illuminance	Fc	1.83	5.2	0.3	17.33
Roadway Lighting	Illuminance	Fc	1.01	4.3	0.0	N/A
						N/A

Luminaire Label	Luminaire Location Summary	X	Y	Z	Orientation
1	LXF LXF-PAL-480-740-U-75	992	16	345.90	0
2	LXF LXF-PAL-480-740-U-75	838	771	16	132.50
3	LXF LXF-PAL-480-740-U-75	666	771	16	270
4	LXF LXF-PAL-480-740-U-75	641	16	0	0
5	LXF LXF-PAL-480-740-U-75	725	16	0	0
6	LXF LXF-PAL-480-740-U-75	955	725	16	232.90
7	LXF LXF-PAL-480-740-U-75	955	654	16	152.80
8	LXF LXF-PAL-480-740-U-75	923	25	16	180
9	LXF LXF-PAL-480-740-U-75	937	402	16	380
10	LXF LXF-PAL-480-740-U-75	915	402	16	270
11	LXF LXF-PAL-480-740-U-75	915	700	16	270
12	LXF LXF-PAL-480-740-U-75	927	963	16	0
13	LXF LXF-PAL-480-740-U-75	927	963	16	0
14	LXF LXF-PAL-480-740-U-75	928	115	16	125
15	LXF LXF-PAL-480-740-U-75	928	415	16	0
16	LXF LXF-PAL-480-740-U-75	923	689	16	0
17	LXF LXF-PAL-480-740-U-75	910	220	16	244.0
18	LXF LXF-PAL-480-740-U-75	953	270	16	0
19	LXF LXF-PAL-480-740-U-75	940	207	16	270
20	LXF LXF-PAL-480-740-U-75	946	16	132.6	0
21	LXF LXF-PAL-480-740-U-75	515	415	16	0
22	LXF LXF-PAL-480-740-U-75	810	415	16	0
23	LXF LXF-PAL-480-740-U-75	968	16	270	0
24	LXF LXF-PAL-480-740-U-75	968	16	270	0





ELECTRIC CITIES OF GEORGIA

HiperWeb (ESTP0
8/22/23 2:2

Estimate Material List

Estimate #: 856

Part Code	Part Description	Qty	U.O.M.
415-20120	CONDUIT, SMOOTH WALL HDPE-SDR 13.5 INNERDUCT, 2" - W/TAPE	12000.00	FEET
ARM-FT8HD	CROSSARM, FIBERGLASS TANGENT W/CENTER MOUNT, 8' LENGTH, 3-5/8" x 4-5/8" (PUP)	2.00	EACH
ARRESTER-RP	ARRESTER, SURGE, RISER POLE, 9 OR 10 kV, POLYMER-TYPE	4.00	EACH
ARRESTERLB-15	ARRESTER, ELBOW, 9 OR 10 kV 25 kV Body-10 kV Rating	4.00	EACH
BRKT-CA	BRACKET, CUTOUT & ARRESTER ("T") (JOSLYN #	4.00	EACH
BSH-INS-25	BUSHING, INSERT - 25 kV	30.00	EACH
CABLELUBE	CABLE LUBRICANT - POLYWATER (BUCKET)	2.00	EACH
CLEVISSEC	CLEVIS, SECONDARY	2.00	EACH
CLMP-GR	CLAMP, GROUND ROD, FOR 5/8" ROD	49.00	EACH
CLMP-HL	CLAMP, HOT LINE	4.00	EACH
CON-INSMTL-DF-8	AL INSULATED STUD MOUNTED TRANS. LUGS - DUAL RATED - FOR DEADFRONT APP., 8	45.00	EACH
CUTOUT100AMP-SC	PORTS, 350 kcmil-10 AWG	4.00	EACH
ELBOW-1/0-25-260	CUTOUT, 100 AMP, 15 kV (110 Kv BIL), STANDARD CUTOUT, POLYMER-TYPE	30.00	EACH
FAULT-IND-6	ELBOW, LOADBREAK, 200 AMP, w/o Tst Pt, 25 kV, 260mil - 1/0 AWG AL	15.00	EACH
FEEDTHR200SO	FAULT INDICATOR, TYPE - MANUAL RESET	2.00	EACH
GRIPKLM-1/0	FEEDTHRU, STAND OFF BUSHING, 200 AMP, 15 kV 25 kV	4.00	EACH
INS-PIN	GRIP, UG PRIMARY CABLE, (KELLUM) SIZE - 1/0 AWG	6.00	EACH
INS-SPL	INSULATOR, PIN, 15 kV, PORCELAIN	2.00	EACH
MRIBBONRED	INSULATOR, SPOOL, PORCELAIN	4.00	EACH
OHWCU2-7	MARKING TAPE, DIRECT BURIAL, 1000' ROLL - (RED)	18.00	EACH
PAD1	OH WIRE, 2 AWG, 7-STRAND BARE COPPER, 25# REEL (122')	15.00	EACH
PIN-PT	PAD, CONCRETE, FOR 1-PHASE TRANSFORMER, 42"x42"	2.00	EACH
PINCA5X1	PIN, POLE TOP	4.00	EACH
RODGRND5/8	PIN, CROSSARM, STEEL, 5/8" x 10 3/4"	49.00	EACH
SCREW-RG	ROD, GROUND, COPPER WELD 5/8" x 8'	100.00	EACH
STIRRUP-1/0	SCREW, SMALL FOR RISER GUARD	4.00	EACH
TERM-1/0-25	STIRRUP, 1/0 AWG ACSR	4.00	EACH
U-GUARD4	TERMINATION KIT, UG PRIMARY JACKETED CABLE, 1/0 AWG AL, 25 kV	10.00	EACH
UGT25-120	U-GUARD POLYETHYLENE, 4" - 10' JOINT	14.00	EACH
UGT37-120	TRANSFORMER, PADMOUNT, 1-PHASE, 25 kVA, 7200/12470Y - 120/240	1.00	EACH
UGW25-1/0-5	TRANSFORMER, PADMOUNT, 1-PHASE, 37.5 kVA, 7200/12470Y - 120/240	7000.00	FEET
UGWTX-1/0	UG PRIMARY CABLE-25 kV, 1/0 AWG AL CONDUCTOR, 260 MILS EPR INSULATION, 1/3	6000.00	FEET
UGWX-4	CONCENTRIC NEUTRAL	1200.00	FEET
WDPOLE50-3	UG WIRE, 1/0 AWG AL TRIPLEX (BRENAU)	2.00	EACH
WIRE-RSR6	UG WIRE, 4 AWG AL DUPLEX (DELGADO)	4.00	FEET
WSHR2-1/2SQ5/8-1	WOOD POLE, CCA, 50'-3	10.00	EACH
	WIRE, RISER, 6 AWG SOL CU		
	WASHER, SQUARE, 2-1/2" x 2-1/2" x 5/8"		

METERS - 73

ST/LT'S - 24



CONTRACT FOR ITB 24-008

ELDER STREET EVERGREEN UNDERGROUND POWER INSTALLATION

This **CONTRACT** made and entered into this ____ day of _____, 2024 by and between the City of Fairburn, (Party of the First Part, hereinafter called the “City”), and - Power Pros Powerline Solutions LLC Party of the Second Part, hereinafter called the “Service Provider” or “Contractor”).

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

The services to be performed under this Contract shall commence upon the date stated in the Notice to Proceed Letter. The contract period for this contract is 90 days from the date stated in the Notice to Proceed Letter. Upon the completion of the full scope of work the contract shall terminate absolutely and without further obligation as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all the **Contract documents**:

Exhibit A:	General Conditions.
Exhibit B:	Specifications and Scope of Work (ITB 24-008 reference herein).
Exhibit C:	Determination of Responsibility.
Exhibit D:	Bond Documents: Payment Bond, Performance Bond, and Maintenance Bond.
Exhibit E:	Georgia Security and Immigration Compliance Affidavit.
Exhibit F:	Drug-Free Workplace.
Exhibit G:	Purchasing Policy Addendum.
Exhibit H:	Affidavit Verifying Status for Public Benefit Application.
Exhibit I:	Bid Documents: References and Subcontractor Form.
Exhibit J:	Non-Collusion Affidavit.
Exhibit K:	Bid Schedule.
	Plans/Maps – City of Fairburn

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, perform the services in accordance with the Contract Documents (the “Work”).

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, the Service Provider guarantee that the maximum price for materials, labor, and expenses, shall be the amount reflected in Exhibit K.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A. --- General Conditions]

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provide by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, color, sex, national origin, age, or disability which does not preclude the applicate or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each sub-service providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Fulton. County, Georgia.

14. SMALL AND MINORITY BUSINESSES CLAUSE:

The City of Fairburn, in maintaining its status as a Welcoming City and City of Ethics commissioned a study of its Social Justice, Race, and Equity practices. As a result of the study, recommendations have been made to enhance and improve upon its efforts in providing opportunities to small and minority businesses in procuring goods and services. With respect to openness and transparency, the City of Fairburn encourages all businesses regardless of size and status to engage in the City's procurement process. The city gives equal attention to all submissions and will work with individual firms to ensure that their questions are answered in a timely basis.

15. MERGER CLAUSE:

The parties agree that the terms of this Contract included the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

[Signature page follows]

IN WITNESS WHEREOF, City and Contractor have set their hands and seals hereto as of the day and year indicated next to their signatures.

Address:

Power Pros Powerline Solutions LLC
4320 Bullock Drive
Florence, AL 35630

Date Signed by Contractor:

_____, 2024

Address:

City of Fairburn
56 Malone Sr. SW
Fairburn, GA 30213

Date signed by City:

_____, 2024

Approved as to form:

CONTRACTOR:

Power Pros Powerline Solutions LLC

By: _____

(Corporate Seal)

CITY:

CITY OF FAIRBURN, a municipality
incorporated in the State of Georgia

By: _____
Mario B. Avery, Mayor

Attest: _____
Brenda B. James, City Clerk

Rory K. Starkey, City Attorney

{SEAL}

EXHIBIT E
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: Power Pros Powerline Solutions
Address: 4320 Bullock Dr. Florence AL 35634

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Fairburn within five (5) business days after any subcontractor(s) is/are retained to perform such service.

2293961
E Verify™ Company Identification Number

2023-10-12
Date of Authorization

JAYE DOLAN
BY: Authorized Officer or Agent
(Name of Person or Entity)

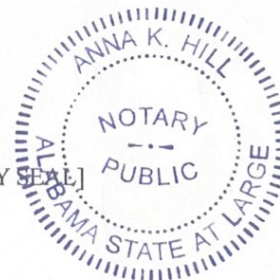
5-6-24
Date

JAYE DOLAN
SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

6th DAY OF May, 2024

Anna K Hill
Notary Public

[NOTARY SEAL]



My Commission Expires: 8/23/27

* or any subsequent replacement operated by the United States Department of Homeland Security, or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**EXHIBIT F
DRUG-FREE WORKPLACE**

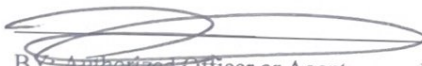
The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:
"As part of the subcontracting agreement with OPTIMAL HEALTHCARE (Service Provider),
_____ (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

POWER PROS POWERLINE SOLUTIONS

Company Name


BY: Authorized Officer or Agent
(Service Provider Signature)

5-6-24

Date

PRESIDENT / OWNER

Title of Authorized Officer or Agent of Service Provider

JAYE DOLAN

Printed Name of Authorized Officer or Agent

End of Exhibit F.

EXHIBIT G
PURCHASING POLICY ADDENDUM

I, JAYE DOLAN, hereby certify that I have received a copy of the City of Fairburn, GA, Financial Management Policies Purchasing Policy which can be found at http://Fairburnga.gov/city-departments/purchasing and agree to comply with all requirements of the City of Fairburn, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.



5-6-24

BY: Authorized Officer or Agent
(Service Provider Signature)

Date

PRESIDENT / OWNER

Title of Authorized Officer or Agent of Service Provider

JAYE DOLAN

5-6-24

Printed Name of Authorized Officer or Agent Date

End of Exhibit G.

EXHIBIT G

PURCHASING POLICY ADDENDUM

I, JAYE DOLAN, hereby certify that I have received a copy of the City of Fairburn, GA, Financial Management Policies Purchasing Policy which can be found at <http://Fairburnga.gov/city-departments/purchasing> and agree to comply with all requirements of the City of Fairburn, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.



5-6-24

BY: Authorized Officer or Agent Date
(Service Provider Signature)

PRESIDENT / OWNER

Title of Authorized Officer or Agent of Service Provider

JAYE DOLAN

5-6-24

Printed Name of Authorized Officer or Agent Date

End of Exhibit G.



EXHIBIT H
AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Fairburn, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Fairburn license/permit and /or contract for

Jaye Dolan
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. ☒ I am a United States citizen
- OR
2. ☐ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: [Signature]

Date: 5-6-24

Printed Name: JAYE DOLAN

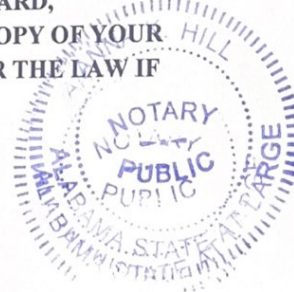
* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the 6th day of May, 2024.

Notary Public: Anna K Hill

My Commission Expires: 8/23/27



* Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

EXHIBIT I

REFERENCES
ITB24-008, ELDER STREET EVERGREEN
UNDERGROUND POWER INSTALLATION

Please provide as references the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: ARAB ELECTRIC CO-OP
Address: 331 S Bridlee Mountain Pkwy Arab, AL
Contact: CHRIS BURGESS Phone: 256-640-1311
2. Company Name: UPSTATE POLE LINE
Address: 11 HALL ST. BINGHAMTON, NY
Contact: IAN PAINTER Phone: 607-343-8464
3. Company Name: TEMPEST ENERGY
Address: 800 WINWARD DR SUITE C COVINGTON LA
Contact: LANCE SPEER Phone: 318-341-1404

EXHIBIT J

**NON-COLLUSION AFFIDAVIT
ITB 24-008, ELDER STREET EVERGREEN
UNDERGROUND POWER INSTALLATION**

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

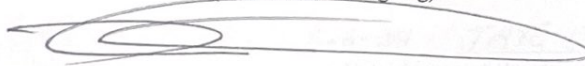
Dated this MAY day of 6, 2024

POWER PROS POWERLINE SOLUTION

(Name of Organization)

JAYE DOLAN PRESIDENT

(Title of Person Signing)



(Signature)

(Bid Number)

ACKNOWLEDGEMENT

STATE OF AL)

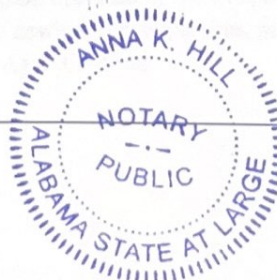
COUNTY OF Lauderdale)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 6th day of May, 2024.

Anna K Hill
Notary Public Signature

My Commission Expires: 8/23/27





GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
AFFIDAVIT

Contractor(s) Name: _____ Address: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Fairburn within five (5) business days after any subcontractor(s) is/are retained to perform such service.

2293967
E-Verify™ Company Identification Number

2023-10-12
Date of Authorization

JAYE DOLAN
BY: Authorized Officer or Agent

5-6-24 JAYE DOLAN
Date (Name of Person or Entity)

SUBSCRIBED AND
SWORN BEFORE ME
ON THIS THE

6th DAY OF May, 2024

Anna K Hill
Notary Public



My Commission Expires: 8/23/27

* Or any subsequent replacement operated by the United States Department of Homeland Security, or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-60



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Approval of Supplemental Agreement #2 with CSXT for CEI Services

ITEM TYPE: Agreement

SUBMITTED: 06/03/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 06/10/2024

DEPARTMENT: Public Works

BUDGET IMPACT: \$103,009

PUBLIC HEARING: No

PURPOSE:

For Mayor and Council to approve Supplemental Agreement #2 with CSXT for Construction Engineering & Inspection Services for \$103,009.

HISTORY:

In February 2019, the City of Fairburn entered into a Construction Agreement with CSX Transportation, Inc. (CSXT) for Construction Engineering & Inspection (CEI) and flagging services of all work associated with the Downtown LCI Streetscape Project within the CSXT right-of-way. The original Agreement amount was \$168,300. Supplemental Agreement #1 with CSXT for Construction Engineering & Inspection Services for \$47,853 was approved in July 2023.

FACTS AND ISSUES:

CSXT is requesting additional funding for hours worked by the CSX flagman beyond the previously authorized budget, additional CSXT administration costs (flagging coordinator and admin services) and STV oversight costs. The additional cost is also for removal of the soil excavated from the CSX embankment, the cost of an environmental consultant to sample and be present during soil manifestation and profiling, and the soil disposal cost.

FUNDING SOURCE:

The funds will come from the LCI Implementation Grant expenditures account (250-4203-54-1403).

RECOMMENDED ACTION:

Request Mayor and Council approval of the Supplemental Agreement #2 with CSX for Construction Engineering & Inspection Services for \$103,009.

ATTACHMENTS:

1. GA0702 Fairburn GA Supplement No 2 CE rev1 04-12-24

2. GA0702_Fairburn_SUPPL2-CE-FAE_437-4001_rev1 041224
3. GA0702 Schedule PA Form with EFT info T Allton



1590 Marietta Blvd NW
Atlanta, GA 30318
404-350-5134
E-Mail: Todd_Allton@csx.com

Todd Allton
Project Manager II – Public Projects

April 12, 2024

Honorable Mayor Mario Avery
City of Fairburn
56 Malone Street SW
Fairburn, GA 30213

Subject:

Request for Authorization (Change Order No. 2) to increase CSXT Reimbursable Expenses for New Sidewalk Smith Street, bridge repair/ painting, retaining wall, pedestrian path, and protective canopy within CSXT RoW; Construction Engineering & Inspection for the City of Fairburn, Fulton County, GA; DOT 050388A, MP XXB-18.94 Gulf Zone, A&WP Subdivision. CSX OP# GA0702.

Dear Mayor Avery:

This is a request to appropriate an additional \$103,009 for reimbursable expenses to complete Construction Engineering and Inspection on the above project. This written change order request is being made in accordance with the terms of the Agreement between the City of Fairburn and CSXT dated February 19, 2019 (the Agreement). The Agreement provided an estimate of total reimbursable expenses to support the subject project in the amount of \$168,300 CE&I, PE \$11,000, change order (1) \$47,853 totaling \$227,153. We are now providing you a revised estimate of \$330,162 for Construction Engineering & Inspection.

This revised estimate is to support additional Construction oversight, additional plan and submittal reviews, correspondence, soil profiling, Soil Manifesting, Soil Disposal and trucking. Every effort will be made to keep additional costs to a minimum. All expenses have been billed on an actual time and material basis. Please review and approve this request and confirm that sufficient funds have been appropriated to cover the revised total reimbursable expenses estimated to support project closeout.

Please indicate approval of the requested additional billing authority by signing below. Contact me if you have concerns or questions relating to the above request.

Sincerely,

Todd Allton
Project Manager II - Public Projects

By signing below, City of Fairburn authorizes the proposed budget increase.

By: _____

Name: _____

Title: _____

Enclosures:

Revised Construction Engineering & Inspection Cost Estimate

ESTIMATE SUBJECT TO REVISION AFTER: 12/5/2024

DOT NO.: 050388A

CITY: Fairburn

COUNTY: Fulton

STATE: GA

DESCRIPTION: Supplement for CE&I, flagging and project management for bridge repair/ painting, retaining wall, pedestrian path and protective canopy within CSXT RoW.

ZONE: Gulf

SUB-DIV: A & WP

MILE POST: XXB-18.94

AGENCY PROJECT NUMBER: city of Fairburn

PRELIMINARY ENGINEERING:

212	Contracted & Administrative Engineering Services	\$	-
	Subtotal	\$	-

CONSTRUCTION ENGINEERING/INSPECTION:

212	Contracted & Administrative Engineering Services - CSXT Admin / Flagging Coordinator	\$	3,000
212	Contracted & Administrative Engineering Services - Aracdis	\$	33,767
212	Contracted & Administrative Engineering Services - STV	\$	78,800
	Subtotal	\$	115,567

FLAGGING SERVICE: (Contract Labor)

70	Labor (Conductor-Flagman)	0	Days @	\$350.00	\$	-
50	Labor (Foreman/Inspector)	118	Days @	\$504.00	\$	59,472
70	Additive	182.00%	(Transportation Department)		\$	-
50	Additive	223.00%	(Engineering Department)		\$	132,623
	Subtotal				\$	192,095

SIGNAL & COMMUNICATIONS WORK:

\$ -

TRACK WORK:

\$ 20,500

PROJECT SUBTOTAL:

\$ 330,162

900 **CONTINGENCIES:** 0.00%

\$ -

PROJECT TOTAL:

\$ 330,162

CURRENT AUTHORIZED BUDGET:

\$ 227,153

TOTAL SUPPLEMENT REQUESTED:

\$ 103,009

DIVISION OF COST:

Agency	100.00%	\$	103,009
Railroad	0.00%	\$	-

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: STV Incorporated

Approved by: CTA CSXT Public Project Group

DATE: 12/06/23 REVISED: 01/00/00 DATE: 05/03/24

ESTIMATE SUBJECT TO REVISION AFTER:

12/5/2024

DOT NO.: 050388A

CITY: Fairburn

COUNTY: Fulton

STATE: GA

DESCRIPTION: Supplement for CE&I, flagging and project management for bridge repair/ painting, retaining wall, pedestrian path and protective canopy within CSXT RoW.

ZONE: Gulf

SUB-DIV: A & WP

MILEPOST: XXB-18.94

DRAWING NO.:

DRAWING DATE:

AGENCY PROJECT NUMBER: city of Fairburn

PRELIMINARY ENGINEERING:

Contracted & Administrative Engineering Services -	\$	-
Subtotal	\$	-

CONSTRUCTION ENGINEERING/INSPECTION:

Contracted & Administrative Engineering Services - CSXT admin & flagging coordinator	\$	5,000
Contracted & Administrative Engineering Services - Arcadis	\$	33,767
Contracted & Administrative Engineering Services - STV	\$	78,800
Subtotal	\$	117,567

FLAGGING SERVICE: (Contract Labor)

Labor (Conductor-Flagman)	0	Days @	\$ 350.00	\$	-
Labor (Foreman/Inspector)	118	Days @	\$ 504.00	\$	59,472
Additive	182.00%	(Transportation Department)		\$	-
Additive	223.00%	(Engineering Department)		\$	132,623
Subtotal				\$	192,095

COMMUNICATIONS WORK:

Temporary (Details Attached)	\$	-
Permanent (Details Attached)	\$	-
Subtotal	\$	-

TRACK: LABOR

Traffic Control	0	MAN-HRS	\$ 42.00	\$	-
Remove Existing Crossing	0	MAN-HRS	\$ 42.00	\$	-
Renew Cross Ties	0	MAN-HRS	\$ 42.00	\$	-
Renew Rail	0	MAN-HRS	\$ 42.00	\$	-
Install OTM	0	MAN-HRS	\$ 42.00	\$	-
Install Field Welds	0	MAN-HRS	\$ 42.00	\$	-
Install Geo-Textile Fabric	0	MAN-HRS	\$ 42.00	\$	-
Install Sub-Drains	0	MAN-HRS	\$ 42.00	\$	-
Install Ballast	0	MAN-HRS	\$ 42.00	\$	-
Line and Surface	0	MAN-HRS	\$ 42.00	\$	-
Install Crossing Materials	0	MAN-HRS	\$ 42.00	\$	-
Install Bituminous Pavement	0	MAN-HRS	\$ 42.00	\$	-
	0	MAN-HRS	\$ 42.00	\$	-
	0	MAN-HRS	\$ 42.00	\$	-
	0	MAN-HRS	\$ 42.00	\$	-
Clean-Up	0	MAN-HRS	\$ 42.00	\$	-
Additive	223.00%			\$	-
Subtotal				\$	-

TRACK: MATERIAL

Cross Ties, Main Line	<u>0</u>	EA	\$ 44.00	\$ -
	<u>0</u>	EA	\$ -	\$ -
Cross-tie - Borate	<u>0</u>	EA	\$ 56.00	\$ -
Crossties, 10' Length	<u>0</u>	EA	\$ 55.00	\$ -
Tie plates	<u>0</u>	EA	\$ 10.51	\$ -
Rail, 136RE, New	<u>0</u>	LF	\$ 21.00	\$ -
Misc. OTM	<u>0</u>	LOT	\$ -	\$ -
Geo-Textile Fabric	<u>0</u>	RL	\$ 930.00	\$ -
Sub-Drains	<u>0</u>	LF	\$ 6.00	\$ -
Ballast - Car load	<u>0</u>	NT	\$ 12.00	\$ -
Ballast - Trucked in	<u>0</u>	NT	\$ 45.00	\$ -
Field Welds	<u>0</u>	EA	\$ 100.00	\$ -
	<u>0</u>	—	\$ -	\$ -
	<u>0</u>	—	\$ -	\$ -
Concrete Full Width	<u>0</u>	TF	\$ 250.00	\$ -
Concrete/Rubber Xing (CSX)	<u>0</u>	TF	\$ 200.00	\$ -
Rubber Crossing, Full Depth	<u>0</u>	TF	\$ 325.00	\$ -
Timber/Asphalt Crossing (CSX Standard)	<u>0</u>	TF	\$ 42.00	\$ -
Bituminous Material	<u>0</u>	NT		\$ -
Sales Tax on Material 10.00%				\$ -
Material Handling 15.00%				\$ -
Subtotal				\$ -

CONTRACT:

Soil testing, profiling, and disposal management	<u>1</u>	LS	\$ 5,000.00	\$ 5,000
Disposal of Waste Materials	<u>300</u>	TN	\$ 25.00	\$ 7,500
Truck disposal	<u>1</u>	LS	\$ 8,000.00	\$ 8,000
Subtotal				\$ 20,500

EQUIPMENT RENTAL:

CSX vehicle and equipment rental included in overhead percentage	\$ -
Subtotal Use for extraordinary rental or unique Service Contract	\$ -

WORK TRAIN:

<u>0</u> DAY \$ 2,100.00	\$ -
Subtotal	\$ -

SALVAGE:

Rail	<u>0</u>	NT	\$ 65.00	\$ -
OTM	<u>0</u>	NT	\$ 75.00	\$ -
Subtotal				\$ -

SIGNAL WORK:

Material - Field & Consumables	\$ -
Material - Sales Tax	\$ -
Material - Shop	\$ -
Construction Labor	\$ -
Shop Labor	\$ -
RR Engineering,Preliminary	\$ -
RR Engineering,Construction	\$ -
Additives to Construction Labor	\$ -
Additives to Shop Labor	\$ -
Additives to Engineering	\$ -
Equipment Expense	\$ -
Waste Management	\$ -
Contract Engineering	\$ -
Freight	\$ -
AC Power Service	\$ -

Salvage		\$	-
Other		\$	-
Subtotal		\$	-

PROJECT SUBTOTAL:		\$	330,162
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CONTINGENCIES:	0.00%	\$	-
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PROJECT TOTAL:	*****	\$	330,162
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CURRENT AUTHORIZED BUDGET:	*****	\$	227,153
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TOTAL SUPPLEMENT REQUESTED:	*****	\$	103,009
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DIVISION OF COST:

Agency	100.00%	\$	103,009
Railroad	0.00%	\$	-

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Director - CSXT Public Projects, Jacksonville, Florida

Estimated prepared by:	STV Incorporated	Approved by:	CTA	Project Manager - Public Projects
DATE:	12/06/23	REVISED:		
		DATE:	05/03/24	

CSXT Schedule PA

PAYMENT SUBMISSION FORM

Project Description: Fairburn, Fulton County, GA; New Sidewalk Smith Street and under CSXT Bridge, 050388A, Gulf Zone, A&WP Sub, XXB-18.94

CSXT OP# GA0702 (To be filled in by CSXT)

Payment may be made via paper check or ACH/EFT payment as detailed below.

Payment due prior to work commencing.

*******Mail a Check*******

Mail this form (via USPS only), along with your paper check (do not send the Agreement) to the following address:

**CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192**

*******ACH/EFT Payment*******

Submit Payment to:

**CSXT Govt. Billing
P.O. Box 530192
Atlanta, GA 30353-0192**

**Acct # 1219082172
ACH ABA# 267084199**

OR

When submitting payment VIA EITHER CHECK OR ACH/EFT, send a photocopy of the check or associated ACH/EFT payment info, along with this form via email/mail to:

**Todd Allton Project Manager II - Public Projects
1590-A Marietta Blvd
Atlanta Svc Center
Atlanta, GA 30318-3699
(404) 350-5134
Todd_Allton@csx.com**

(All information below to be completed by Agency providing Payment)

Sponsor Name

Payment Date

Check #

Amount



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Approval of an IGA with the City of South Fulton for the Gullatt Road Full-Depth Reclamation Project

ITEM TYPE: Agreement

SUBMITTED: 06/03/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 06/10/2024

DEPARTMENT: Public Works

BUDGET IMPACT: The budget impact will be \$337,306 in supplemental project construction funding. The proposed funding will go into the T-SPLOST Fund Miscellaneous Revenue account (360-0000-38-9002), City of South Fulton.

PUBLIC HEARING: No

PURPOSE:

For Mayor and Council to approve an Intergovernmental Agreement with the City of South Fulton for the Gullatt Road Full-Depth Reclamation Project.

HISTORY:

The Invitation for Bid (IFB) for the Gullatt Road, Cleckler Road, McLarin Road Full-Depth Reclamation Project was advertised on April 3, 2024. The bid opening date was May 8, 2024. The project entails full depth reclamation, asphalt paving and striping on Gullatt Road (from the I-85 bridge to McLarin Road). In addition, the full-depth reclamation of Cleckler Road (the segment north of the I-85 bridge), and the full-depth reclamation of McLarin Road (from Bohannon Road to Gullatt Road) were bid as Add Alternates.

Gullatt Road is partially inside the City of South Fulton and partially inside the City of Fairburn and is in desperate need of maintenance. Both Cities feel that it is in the mutual interest of both parties to enter into this Intergovernmental Agreement for the purpose of this regional transportation improvement project which will beautify and provide roadway improvements to both Cities.

FACTS AND ISSUES:

Through the proposed agreement the City of Fairburn will be responsible for \$337,306 or 50% of the construction costs (\$674,612.00). The City of South Fulton would be responsible for the other 50% of the construction costs. The proposed IGA is the means by which the funding agreement between the two Cities will be formalized.

FUNDING SOURCE:

The supplemental project funding will go into the T-SPLOST Fund Miscellaneous Revenue account (360-0000-38-9002) City of South Fulton.

RECOMMENDED ACTION:

Request Mayor and Council approval of the Intergovernmental Agreement with the City of South Fulton for the Gullatt Road Full-Depth Reclamation Project.

ATTACHMENTS:

1. Bid Opening Results 24-009 Gullatt Rd, Cleckler Rd, McLarin Rd
2. Blount Const. Company IFB 24-009
3. Gullatt FDR Exhibit
4. IGA (Project 24-009)

Bid Opening Results IFB# 24-009 Gullatt Rd, Cleckler Rd and McLarin Rd Full Depth Reclamation Project
BID OPENING: Wednesday, May 8, 2024-1:00 P.M.

	BIDDERS	Bid Bond	Addendum	Base Bid	Add Alt #1	Add Alt #2	Total Bid Amount
1	Atlanta Paving & Concrete Construction, Inc.	✓	✓	\$ 753,838.00	\$ 583,021.75	\$ 1,726,743.00	\$ 3,063,602.75
2	C.W. Matthews Contracting Co., Inc.	✓	✓	\$ 776,589.44	\$ 565,486.70	\$ 1,728,983.70	\$ 3,071,059.84
3	Piedmont Paving, Inc.	✓	✓	\$ 945,134.90	\$ 640,522.40	\$ 2,128,718.15	\$ 3,714,375.45
4	Blount Construction Company, Inc.	✓	✓	\$ 674,612.00	\$ 418,056.68	\$ 1,565,717.50	\$ 2,658,386.18
5	F. S. Scarbrough, LLC	✓	✓	\$ 1,027,319.74	\$ 554,706.36	\$ 2,225,666.04	\$ 3,807,692.14
6	Magnum Paving, Inc.	✓	✓	\$ 871,191.10	\$ 658,259.93	\$ 1,960,465.50	\$ 3,489,916.53
7							
8							
9							
10							

Bids were opened and read aloud in accordance with the project advertisement and invitation for bid.

LESTER THOMPSON

MARCELA LINDLEY

CITY OF FAIRBURN, GEORGIA	
PROJECT:	Gullatt Road (Base Bid)
BID NUMBER	ITB 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
500	150-1000	TRAFFIC CONTROL	LS	1	85,289.12	85,289.12
501	171-0030	TEMPORARY SILT FENCE, TP C	LF	500	2.62	1,310.00
502	301-0320	FULL DEPTH RECLAMATION OF 14 IN OF EXISTING ASPHALT, CONC AND SUBGRADE WITH CEMENT STABILIZATION	SY	13,600	6.73	91,528.00
503	301-5001	CEMENT FOR STABILIZATION @ 90 LBS/SY	TN	625	215.51	134,693.75
504	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	1,150	116.09	133,503.50
505	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	1,500	110.47	165,705.00
506	413-0750	TACK COAT	GL	825	3.37	2,780.25
507	653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	4	105.00	420.00
508	653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	EA	2	262.50	525.00
509	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	11,700	0.52	6,084.00
510	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	10,400	0.53	5,512.00
511	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	36	11.08	398.88
512	653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN WHITE	GLF	100	1.06	106.00
513	653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	500	5.61	2805.00
514	654-1001	RAISED PVMT MARKERS, TP 1	EA	130	5.25	682.50

COMPANY NAME: Blount Construction Company Inc.

CITY OF FAIRBURN, GEORGIA	
PROJECT:	Gullatt Road (Base Bid)
BID NUMBER	ITB 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
515	654-1003	RAISED PVMT MARKERS, TP 3	EA	4	5.25	21.00
516	432-5010	MILL ASPH CONC PVMT, VARIALBE DEPTH	SY	13,600	3.18	43,248.00
BASE BID						674,612.00

COMPANY NAME: Blount Construction Company Inc.

CITY OF FAIRBURN, GEORGIA	
PROJECT:	Cleckler Road (Alternate 1)
BID NUMBER:	IBT 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
005	150-1000	TRAFFIC CONTROL – BID ALTERNATE A	LS	1	54,017.95	54,017.95
010	163-0232	TEMPORARY GRASSING	AC	1	1,020.00	1,020.00
015	163-0240	MULCH	TN	28	157.50	4,410.00
020	163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	EA	1	3,254.02	3,254.02
025	163-0528	CONSTRUCT AND REMOVE FABRIC CHECK DAM - TYPE C SILT FENCE	LF	140	22.44	3,141.60
030	163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	2	306.00	612.00
035	165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TYPE A	LF	995	3.32	3,303.40
040	165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	LF	140	2.96	414.40
045	165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	1	1,109.98	1,109.98
050	165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	2	170.10	340.20
055	165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	EA	1	1,068.50	1,068.50
060	167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	3	1575.00	4725.00
065	167-1500	WATER QUALITY INSPECTIONS	MO	12	404.20	4,850.40

COMPANY NAME: Blount Construction Company Inc.

CITY OF FAIRBURN, GEORGIA	
PROJECT:	Cleckler Road (Alternate 1)
BID NUMBER:	IBT 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
070	171-0010	TEMPORARY SILT FENCE, TYPE A	LF	1,990	2.55	5,074.50
075	210-0100	GRADING COMPLETE – BID ALTERNATE A	LS	1	113,328.33	113,328.33
080	301-2170	SOIL-CEM BASE CRS, 10 IN	SY	3,055	6.13	18,727.15
085	301-5000	PORTLAND CEMENT @ 50 LBS/SY	TN	80	215.04	17,203.20
090	310-1101	GR AGGR BASE CRS, INCL MATL	TN	492	29.23	14,381.16
095	318-3000	AGGR SURF CRS	TN	4	55.68	222.72
100	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	374	118.89	44,464.86
105	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	496	117.65	58,354.40
110	413-0750	TACK COAT	GAL	318	3.37	1071.66
115	441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	42	150.30	6,312.60
120	550-5180	STORM DRAIN PIPE, 18 IN, CLASS III	LF	53	104.03	5,513.59
125	550-5183	STORM DRAIN PIPE, 18 IN, CLASS V	LF	185	113.38	20,975.30
130	550-3518	SAFETY END SECTION 18 IN, STORM DRAIN, 6:1 SLOPE	EA	2	3,515.63	7,031.26

COMPANY NAME: Blount Construction Company Inc.

CITY OF FAIRBURN, GEORGIA	
PROJECT:	Cleckler Road (Alternate 1)
BID NUMBER:	IBT 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
135	634-1200	RIGHT OF WAY MARKERS	EA	2	320.58	641.16
140	636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	15	19.55	318.75
145	636-2070	GALV STEEL POSTS TP 7	LF	37	7.20	266.40
150	653-1501	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	1,610	0.53	853.30
155	653-1502	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	1,760	0.52	915.20
160	653-1704	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN WHITE	LF	12	11.02	132.24
165	653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	267	5.78	1,543.26
170	654-1001	RAISED PVMT MARKER, TP 1	EA	44	5.20	228.80
175	668-2100	DROP INLET, GP 1	EA	2	3,369.52	6,739.04
180	700-6910	PERMANENT GRASSING	AC	2	1,076.25	2,152.50
185	700-7000	AGRICULTURAL LIME	TN	4	577.50	2,310.00
190	700-8000	FERTILIZER MIXED GRADE	TN	1	1,050.00	1,050.00
195	700-8100	FERTILIZER NITROGEN CONTENT	LB	105	7.88	827.40

COMPANY NAME: Blount Construction Company Inc.

CITY OF FAIRBURN, GEORGIA	
PROJECT:	Cleckler Road (Alternate 1)
BID NUMBER:	IBT 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
200	700-9300	SOD	SY	386	7.88	3,041.68
205	711-0100	TURF REINFORCING MATTING, TP 1	SY	239	5.78	1,381.42
210	716-2000	EROSION CONTROL MATS, SLOPES	SY	239	3.15	752.85

ALTERNATE #1 BID

418,056.68

COMPANY NAME: Blount Construction Company Inc.

CITY OF FAIRBURN, GEORGIA	
PROJECT:	McLarin Road (Alternate 2)
BID NUMBER:	ITB 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
005	150-1000	TRAFFIC CONTROL	LS	1	119,775.45	119,775.45
010	171-0010	TEMPORARY SILT FENCE, TP A	LF	1,000	1.05	1,050.00
015	301-0320	FULL DEPTH RECLAMATION OF 14 IN OF EXISTING ASPHALT, CONC AND SUBGRADE WITH CEMENT STABILIZATION	SY	31,850	8.58	273,273.00
020	301-5001	CEMENT FOR STABILIZATION @ 90 LBS/SY	TN	1,435	215.04	308,582.40
025	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	2,650	117.64	311,746.00
030	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	3,525	114.34	403,048.50
035	413-0750	TACK COAT	GL	1,950	3.37	6,571.50
040	432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	31,850	3.17	100,964.50
045	611-8050	ADJUST MANHOLE TO GRADE	EA	1	2,242.50	2,242.50
050	653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	EA	11	813.75	8951.25
055	653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	4	105.00	420.00
060	653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	EA	1	262.50	262.50
065	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	21,300	0.52	11,076.00

COMPANY NAME: Blount Construction Company Inc.

CITY OF FAIRBURN, GEORGIA	
PROJECT:	McLarin Road (Alternate 2)
BID NUMBER:	ITB 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
070	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	18,500	0.52	9,620.00
075	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	45	10.97	493.65
080	653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	145	2.90	420.50
085	653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN WHITE	GLF	380	0.47	178.60
090	653-3502	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN YELLOW	GLF	3,350	0.47	1,574.50
095	653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	360	5.78	2,080.80
100	654-1001	RAISED PVMT MARKERS, TP 1	EA	600	5.25	3,150.00
105	654-1003	RAISED PVMT MARKERS, TP 3	EA	45	5.25	236.25

ALTERNATE #2 BID 1,565,717.90

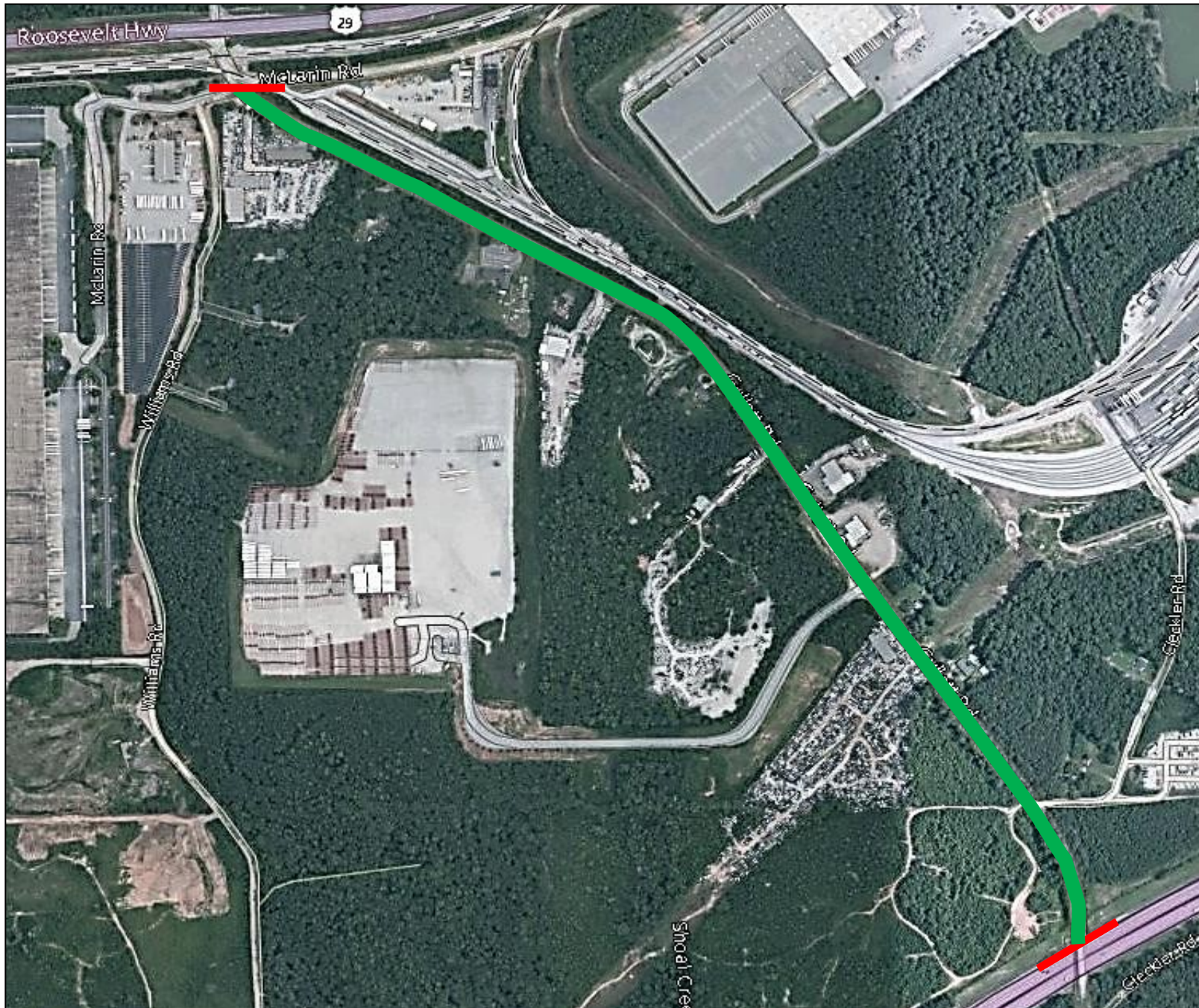
BASE BID 674,612.00

ADD ALTERNATE # 1 418,056.68

ADD ALTERNATE # 2 1,565,717.90

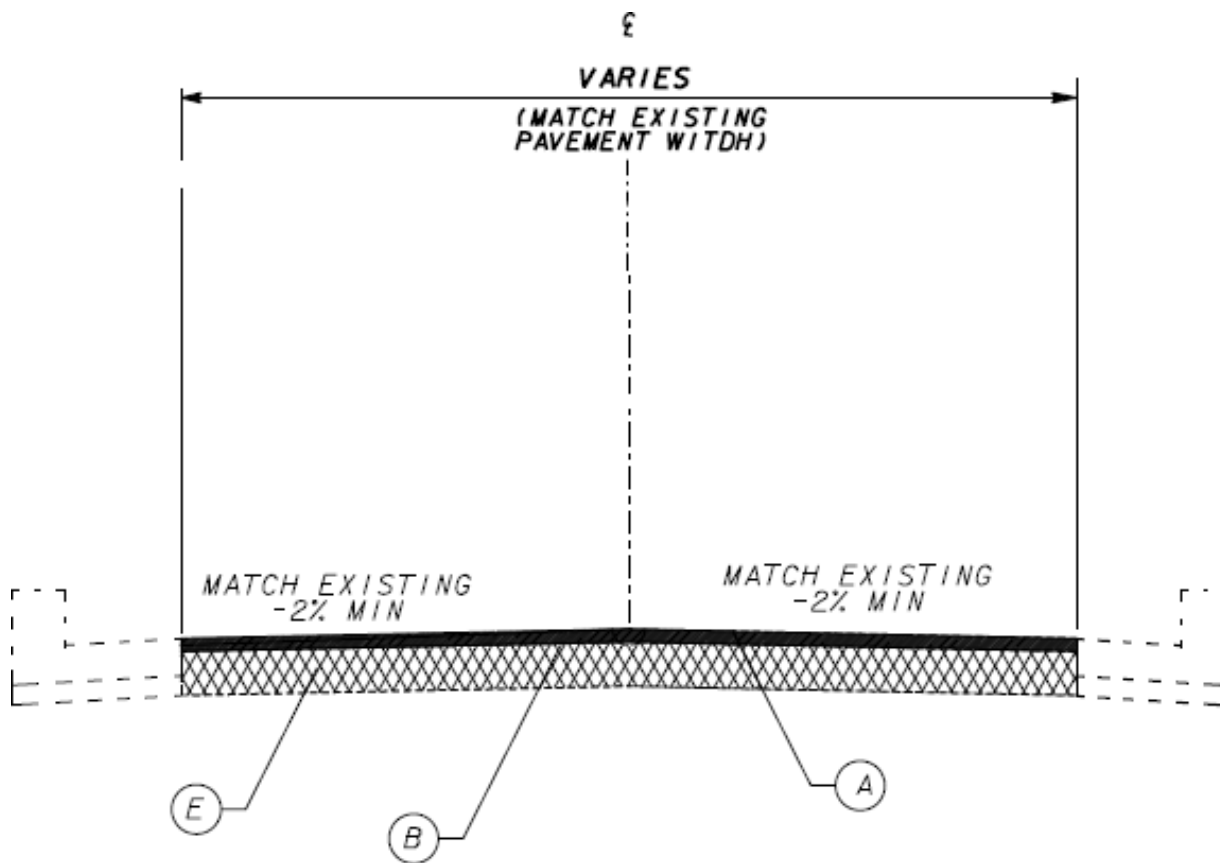
TOTAL 2,658,386.58

COMPANY NAME: Blount Construction Company Inc.



GULLATT ROAD (FROM MCLARIN ROAD TO I-85 BRIDGE APPROACH)

PAVEMENT RECLAMATION (TYP.)



- BASE BID: GULLATT ROAD (I-85 BRIDGE APPROACH TO MCLARIN ROAD)

- | | |
|-----|---|
| (A) | RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 1 OR 2, INCL BITUM & H LIME (165 LBS/SY) |
| (B) | FULL DEPTH ASPHALT CONCRETE RECLAMATION (14 IN MIN.) |

NOTE:

USE OF PAVEMENT EDGE DETAIL, GDOT CONSTRUCTION DETAIL P-7
IS REQUIRED FOR ALL RURAL SECTIONS ON THIS PROJECT.

(STATE OF GEORGIA)

(COUNTY OF FULTON)

INTERGOVERNMENTAL AGREEMENT

**Gullatt Road, Cleckler Road, and McLarin Road Full-Depth Reclamation Project
Project Number 24-009**

This agreement made by and between City of Fairburn, Georgia, a subdivision of the State of Georgia (hereinafter referred to as “**City of Fairburn**”) and City of South Fulton, Georgia, a subdivision of the State of Georgia (hereinafter referred to as “**City of South Fulton**”), each of whom has been duly authorized to enter this agreement,

WITNESSETH:

WHEREAS, the City of Fairburn is working as the project sponsor on Project Number 24-009, Gullatt Road, Cleckler Road, and McLarin Road Full-Depth Reclamation Project; and

WHEREAS, the City of Fairburn wishes to coordinate the full-depth reclamation of Gullatt Road, from the I-85 bridge to McLarin Road, under the above-mentioned project which is partially inside of the City of South Fulton and partially inside of the City of Fairburn; and

WHEREAS, both Cities feel that in it is the mutual interest of both parties to enter into this Intergovernmental Agreement for the purpose of this regional transportation improvement project which will beautify and provide roadway improvements to both Cities; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Description of Project – The project entails full depth reclamation, asphalt paving and striping on Gullatt Road (from the I-85 bridge to McLarin Road). In addition, the full-depth reclamation of Cleckler Road (the segment north of the I-85 bridge), and the full-depth reclamation of McLarin Road (from Bohannon Road to Gullatt Road) were bid as Add Alternates.
2. Design Costs - The City of Fairburn conducted the preparation of the construction plans for the project. The City of Fairburn was responsible for all engineering costs associated with the preparation of procurement documents necessary to design that portion of the project inside of the City of South Fulton’s city boundary.
3. Right-of-Way Costs – The City of Fairburn shall be responsible for all necessary costs associated with the acquisition of all rights-of-way and easements necessary to construct the improvements within the City of Fairburn. The City of South Fulton shall be responsible for all necessary costs associated with the acquisition of all rights-of-way and easements necessary to construct the improvements within the City of South Fulton. There are no anticipated ROW costs.
4. Utility Relocations - The City of Fairburn shall be responsible for one hundred percent (100%) of the necessary cost of utility relocations associated with the project inside of their City boundary. The City of South Fulton shall be responsible for one hundred percent (100%) of the necessary cost of utility relocations associated with the project inside of their boundary. All effort will be made to avoid utility relocation for this project.

5. Construction Cost – The City of Fairburn will contract with a Contractor to construct the project. The City of South Fulton shall be responsible for all construction costs necessary to construct the project inside of the City of South Fulton's city boundary. The City of South Fulton's total estimated cost for construction is **\$337,306.00 or 50% of the construction costs of the full-depth reclamation of Gullatt Road, from the I-85 Bridge to McLarin Road**. Said payment to the City of Fairburn shall be due within 30 days after final completion of the construction activities. Please reference Exhibit "A" for the itemized breakdown of estimated construction cost.
6. Funding – In consideration of and with respect to funding to be provided by the City of South Fulton, the City of Fairburn agrees that it shall maintain records of the expenditures of all funds and such records shall be maintained in accordance with generally accepted accounting procedures. The City of Fairburn shall comply with all Federal, State and County regulations governing the use of any of the funds provided by the City of South Fulton for this project.
7. Notices – All notices pursuant to this agreement shall be served as follows:

As to City of South Fulton, Georgia:

Mayor
5440 Fulton Industrial Blvd.
Atlanta, Georgia 30336

As to City of Fairburn, Georgia:

Mayor
56 Malone Street, SW
Fairburn, Georgia 30213

8. Term of Agreement - The term of this Agreement shall commence upon the date set forth above and shall terminate either one (1) year from that date or at such time as the construction of the Oakley Industrial Full-Depth Reclamation Project has been completed and fulfilled. The let date for this project was April 3rd, 2024. The anticipated Notice of Award date is April 28th, 2021.
9. Termination - This Agreement may be terminated by written agreement between City of Fairburn and the City of Union City, by the failure of a party to fulfill a material obligation, or by operation of law.
10. Governing Law - This Agreement shall be governed in all respects as to validity, construction, and performance by the laws of the State of Georgia.
11. Entire Agreement - This Agreement and its exhibits, incorporates and includes all prior negotiations, correspondence, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. No other writings or oral agreements or conversations shall effect or modify any of the terms or obligations herein contained. This agreement is for the benefit of the parties hereto only and is not intended to benefit any third party, and no provisions contained within this agreement are intended to nor shall they in any way be construed to relieve any contractor performing service in connection with this Project of any liability or responsibility to perform the services in a safe and responsible manner or to complete the work in a good, substantial, and workmanlike manner. No provision in this agreement is intended to nor shall it be construed to in any way waive immunities or protections provided to either City of Fairburn or to the City of South Fulton by the Constitution and laws of the State of Georgia.

INTERGOVERNMENTAL AGREEMENT
Gullatt Road, Cleckler Road, and McLarin Road Full-Depth Reclamation Project
Project Number 24-009

12. Amendment - No variation or modification of this Agreement shall be valid unless made in writing and executed by all parties.
13. Severability - If any section of this Agreement is found to be void or invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
14. Counterparts - This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed and delivered on the date set forth below.

This _____ day of _____, 20__

CITY OF FAIRBURN, GEORGIA

ATTEST: _____
Brenda B. James
City Clerk

By: _____
Mario B. Avery, Mayor
City of Fairburn

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Director, Community Development/Public Works

Rory K. Starkey
City Attorney

CITY OF SOUTH FULTON, GEORGIA

ATTEST: _____
(Seal)
Clerk to the Commission

By: _____
khalid kamau, Mayor
City of South Fulton

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

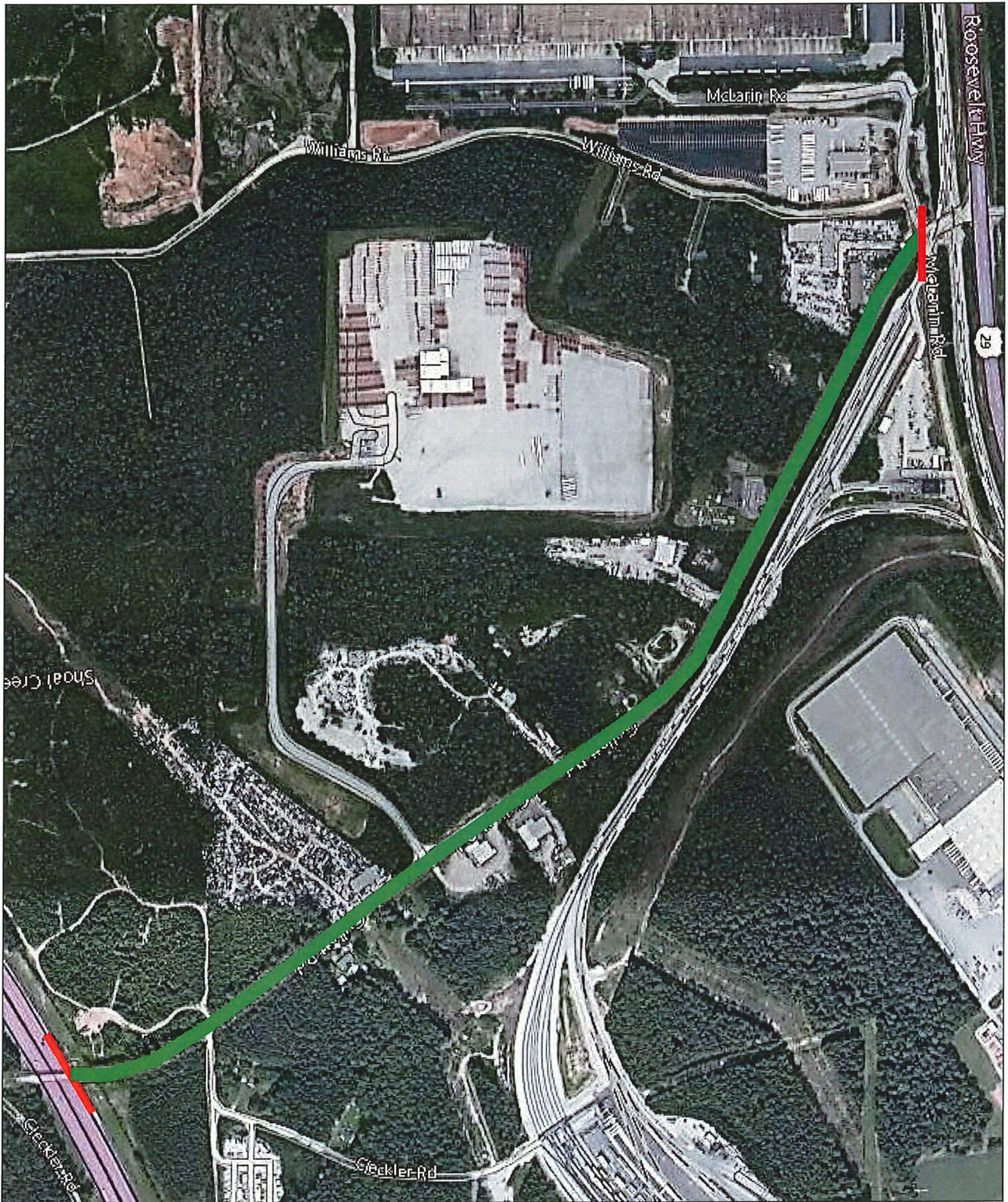
Director, Public Works Department

Office of City Attorney

EXHIBIT "A" CONSTRUCTION COST

GULLATT ROAD [BASE BID]					
ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	
Traffic Control	1	LS	\$ 85,289.12	\$ 85,289.12	
Temporary Silt Fence, TP C	500	LF	\$ 2.62	\$ 1,310.00	
Full Depth Reclamation of 14 IN of Existing Asphalt, Conc. and Subgrade with Cement Stabilization	13,600	SY	\$ 6.73	\$ 91,528.00	
Cement for Stabilization @ 90 LBS/SY	625	TN	\$ 215.51	\$ 134,693.75	
Recycled Asph Conc. 12.5 MM Superpave, GP 2 only, Incl. Bitum Matl & H Lime	1,150	TN	\$ 116.09	\$ 133,503.50	
Recycled Asph Conc. 19 MM Superpave, GP 1 or 2, incl. Bitum Matl & H Lime	1,500	TN	\$ 110.47	\$ 165,705.00	
Tack Coat	825	GL	\$ 3.37	\$ 2,780.25	
Thermoplastic PVMt Marking, Arrow, TP 2	4	EA	\$ 105.00	\$ 420.00	
Thermoplastic PVMt marking, Word, TP 1	2	EA	\$ 262.50	\$ 525.00	
Thermoplastic Solid Traf Stripe, 5 IN, White	11,700	LF	\$ 0.52	\$ 6,084.00	
Thermoplastic Solid Traf Stripe, 5 IN, Yellow	10,400	LF	\$ 0.53	\$ 5,512.00	
Thermoplastic Solid Traf Stripe, 24 IN, White	36	LF	\$ 11.08	\$ 398.88	
Thermoplastic Skip Traf Stripe, 5 IN, White	100	GLF	\$ 1.06	\$ 106.00	
Thermoplastic Traf Striping, Yellow	500	SY	\$ 5.61	\$ 2,805.00	
Raised PVMt Markers, TP 1	130	EA	\$ 5.25	\$ 682.50	
Raised PVMt Markers, TP 3	4	EA	\$ 5.25	\$ 21.00	
Mill Asph CONC PVMt, Variable Depth	13,600	SY	\$ 3.18	\$ 43,248.00	
PROJECT SUBTOTAL				\$ 674,612.00	

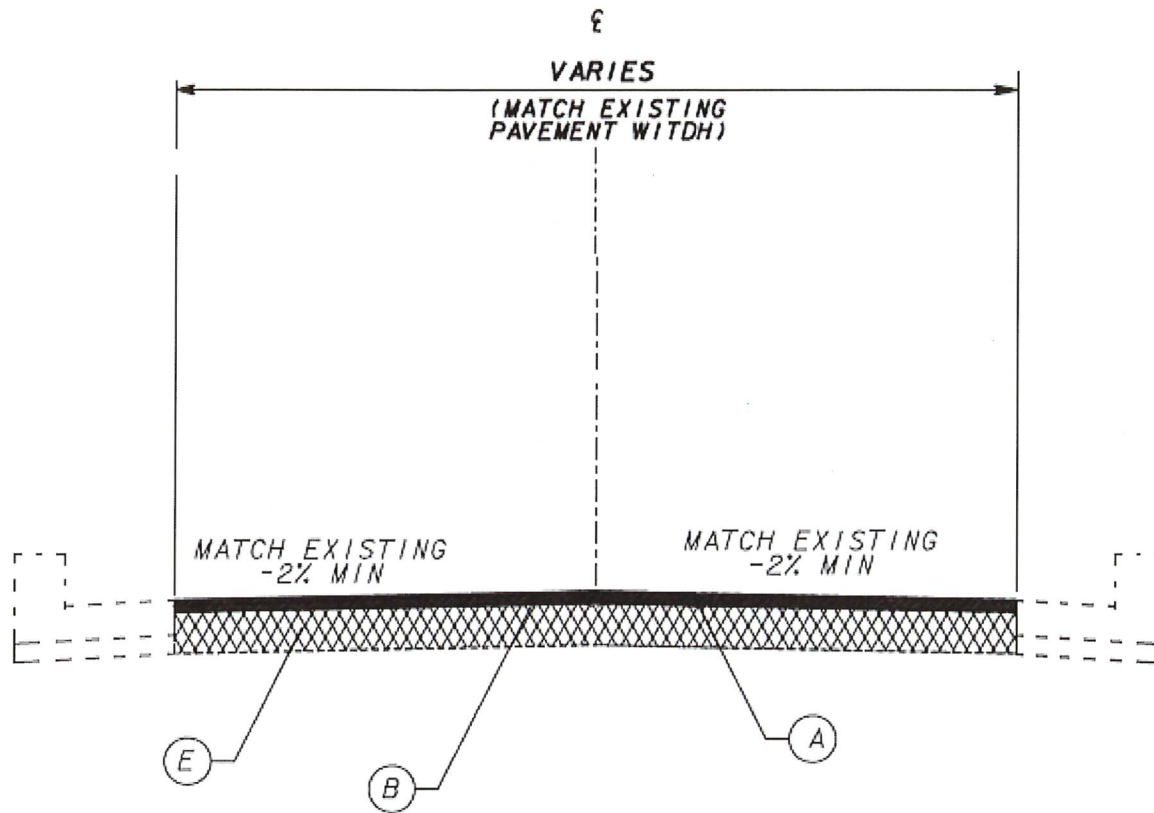
City of South Fulton 50% match = \$337,306.00



GULLATT ROAD (FROM MCCLARIN ROAD TO I-85 BRIDGE APPROACH)

City of South Fulton | May 28, 2024

PAVEMENT RECLAMATION (TYP.)



- BASE BID: GULLATT ROAD (I-85 BRIDGE APPROACH TO MCLARIN ROAD)

- | | |
|-----|---|
| (A) | RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 1 OR 2, INCL BITUM & H LIME (165 LBS/SY) |
| (B) | FULL DEPTH ASPHALT CONCRETE RECLAMATION (14 IN MIN.) |

NOTE:

USE OF PAVEMENT EDGE DETAIL, GDOT CONSTRUCTION DETAIL P-7 IS REQUIRED FOR ALL RURAL SECTIONS ON THIS PROJECT.



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Approval of an Intergovernmental Agreement with the South Fulton CID for the Cleckler Road Full-Depth Reclamation Project

ITEM TYPE: Agreement

SUBMITTED: 06/03/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 06/10/2024

DEPARTMENT: Public Works

BUDGET IMPACT: The budget impact of the proposed Intergovernmental Agreement is an increase of \$390,000 in project funding.

PUBLIC HEARING: No

PURPOSE:

For Mayor and Council to approve an Intergovernmental Agreement (IGA) with the South Fulton Community Improvement District (CID) to provide \$209,041.09 in supplemental construction funding for the Cleckler Road Full-Depth Reclamation Project.

HISTORY:

The Invitation for Bid (IFB) was advertised on April 3, 2024. The bid opening date was May 8, 2024. The bid of the lowest, responsive, and responsible bidder for the Cleckler Road Full-Depth Reclamation Project came in at \$418,082.18. The City of Fairburn requested funding assistance from the South Fulton CID to help deliver the Project.

FACTS AND ISSUES:

The proposed IGA is the South Fulton CID's formal response to the aforementioned request. In order to be reimbursed \$209,041.09 or half of the proposed construction funding, the IGA with the South Fulton CID must be approved.

FUNDING SOURCE:

The supplemental project funding will go into the T-SPLOST Fund Miscellaneous Revenue account (360-0000-38-9001) South Fulton CID.

RECOMMENDED ACTION:

Request Mayor and Council approval of the Intergovernmental Agreement with the South Fulton CID for the Cleckler Road Full-Depth Reclamation Project.

ATTACHMENTS:

1. Bid Opening Results 24-009 Gullatt Rd, Cleckler Rd, McLarin Rd
2. Blount Const. Company IFB 24-009
3. Gullatt Road, Cleckler Road and McLarin Road Bid Tabulations
4. SFCID - Fairburn Agreement - Cleckler Road Reclamation 2024

Bid Opening Results IFB# 24-009 Gullatt Rd, Cleckler Rd and McLarin Rd Full Depth Reclamation Project
BID OPENING: Wednesday, May 8, 2024-1:00 P.M.

	BIDDERS	Bid Bond	Addendum	Base Bid	Add Alt #1	Add Alt #2	Total Bid Amount
1	Atlanta Paving & Concrete Construction, Inc.	✓	✓	\$ 753,838.00	\$ 583,021.75	\$ 1,726,743.00	\$ 3,063,602.75
2	C.W. Matthews Contracting Co., Inc.	✓	✓	\$ 776,589.44	\$ 565,486.70	\$ 1,728,983.70	\$ 3,071,059.84
3	Piedmont Paving, Inc.	✓	✓	\$ 945,134.90	\$ 640,522.40	\$ 2,128,718.15	\$ 3,714,375.45
4	Blount Construction Company, Inc.	✓	✓	\$ 674,612.00	\$ 418,056.68	\$ 1,565,717.50	\$ 2,658,386.18
5	F. S. Scarbrough, LLC	✓	✓	\$ 1,027,319.74	\$ 554,706.36	\$ 2,225,666.04	\$ 3,807,692.14
6	Magnum Paving, Inc.	✓	✓	\$ 871,191.10	\$ 658,259.93	\$ 1,960,465.50	\$ 3,489,916.53
7							
8							
9							
10							

Bids were opened and read aloud in accordance with the project advertisement and invitation for bid.

LESTER THOMPSON

MARCELA LINDLEY

CITY OF FAIRBURN, GEORGIA	
PROJECT:	Gullatt Road (Base Bid)
BID NUMBER	ITB 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
500	150-1000	TRAFFIC CONTROL	LS	1	85,289.12	85,289.12
501	171-0030	TEMPORARY SILT FENCE, TP C	LF	500	2.62	1,310.00
502	301-0320	FULL DEPTH RECLAMATION OF 14 IN OF EXISTING ASPHALT, CONC AND SUBGRADE WITH CEMENT STABILIZATION	SY	13,600	6.73	91,528.00
503	301-5001	CEMENT FOR STABILIZATION @ 90 LBS/SY	TN	625	215.51	134,693.75
504	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	1,150	116.09	133,503.50
505	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	1,500	110.47	165,705.00
506	413-0750	TACK COAT	GL	825	3.37	2,780.25
507	653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	4	105.00	420.00
508	653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	EA	2	262.50	525.00
509	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	11,700	0.52	6,084.00
510	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	10,400	0.53	5,512.00
511	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	36	11.08	398.88
512	653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN WHITE	GLF	100	1.06	106.00
513	653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	500	5.61	2805.00
514	654-1001	RAISED PVMT MARKERS, TP 1	EA	130	5.25	682.50

COMPANY NAME: Blount Construction Company Inc.

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CITY OF FAIRBURN, GEORGIA	
PROJECT:	Gullatt Road (Base Bid)
BID NUMBER	ITB 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
515	654-1003	RAISED PVMT MARKERS, TP 3	EA	4	5.25	21.00
516	432-5010	MILL ASPH CONC PVMT, VARIALBE DEPTH	SY	13,600	3.18	43,248.00
BASE BID						674,612.00

COMPANY NAME: Blount Construction Company Inc.

CITY OF FAIRBURN, GEORGIA	
PROJECT:	Cleckler Road (Alternate 1)
BID NUMBER:	IBT 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
005	150-1000	TRAFFIC CONTROL – BID ALTERNATE A	LS	1	54,017.95	54,017.95
010	163-0232	TEMPORARY GRASSING	AC	1	1,020.00	1,020.00
015	163-0240	MULCH	TN	28	157.50	4,410.00
020	163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	EA	1	3,254.02	3,254.02
025	163-0528	CONSTRUCT AND REMOVE FABRIC CHECK DAM - TYPE C SILT FENCE	LF	140	22.44	3,141.60
030	163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	2	306.00	612.00
035	165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TYPE A	LF	995	3.32	3,303.40
040	165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	LF	140	2.96	414.40
045	165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	1	1,109.98	1,109.98
050	165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	2	170.10	340.20
055	165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	EA	1	1,068.50	1,068.50
060	167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	3	1575.00	4725.00
065	167-1500	WATER QUALITY INSPECTIONS	MO	12	404.20	4,850.40

COMPANY NAME: Blount Construction Company Inc.

CITY OF FAIRBURN, GEORGIA	
PROJECT:	Cleckler Road (Alternate 1)
BID NUMBER:	IBT 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
070	171-0010	TEMPORARY SILT FENCE, TYPE A	LF	1,990	2.55	5,074.50
075	210-0100	GRADING COMPLETE – BID ALTERNATE A	LS	1	113,328.33	113,328.33
080	301-2170	SOIL-CEM BASE CRS, 10 IN	SY	3,055	6.13	18,727.15
085	301-5000	PORTLAND CEMENT @ 50 LBS/SY	TN	80	215.04	17,203.20
090	310-1101	GR AGGR BASE CRS, INCL MATL	TN	492	29.23	14,381.16
095	318-3000	AGGR SURF CRS	TN	4	55.68	222.72
100	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	374	118.89	44,464.86
105	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	496	117.65	58,354.40
110	413-0750	TACK COAT	GAL	318	3.37	1071.66
115	441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	42	150.30	6,312.60
120	550-5180	STORM DRAIN PIPE, 18 IN, CLASS III	LF	53	104.03	5,513.59
125	550-5183	STORM DRAIN PIPE, 18 IN, CLASS V	LF	185	113.38	20,975.30
130	550-3518	SAFETY END SECTION 18 IN, STORM DRAIN, 6:1 SLOPE	EA	2	3,515.63	7,031.26

COMPANY NAME: Blount Construction Company Inc.

CITY OF FAIRBURN, GEORGIA	
PROJECT:	Cleckler Road (Alternate 1)
BID NUMBER:	IBT 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
135	634-1200	RIGHT OF WAY MARKERS	EA	2	320.58	641.16
140	636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	15	19.55	318.75
145	636-2070	GALV STEEL POSTS TP 7	LF	37	7.20	266.40
150	653-1501	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	1,610	0.53	853.30
155	653-1502	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	1,760	0.52	915.20
160	653-1704	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN WHITE	LF	12	11.02	132.24
165	653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	267	5.78	1,543.26
170	654-1001	RAISED PVMT MARKER, TP 1	EA	44	5.20	228.80
175	668-2100	DROP INLET, GP 1	EA	2	3,369.52	6,739.04
180	700-6910	PERMANENT GRASSING	AC	2	1,076.25	2,152.50
185	700-7000	AGRICULTURAL LIME	TN	4	577.50	2,310.00
190	700-8000	FERTILIZER MIXED GRADE	TN	1	1,050.00	1,050.00
195	700-8100	FERTILIZER NITROGEN CONTENT	LB	105	7.88	827.40

COMPANY NAME: Blount Construction Company Inc.

CITY OF FAIRBURN, GEORGIA	
PROJECT:	Cleckler Road (Alternate 1)
BID NUMBER:	IBT 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
200	700-9300	SOD	SY	386	7.88	3,041.68
205	711-0100	TURF REINFORCING MATTING, TP 1	SY	239	5.78	1,381.42
210	716-2000	EROSION CONTROL MATS, SLOPES	SY	239	3.15	752.85

ALTERNATE #1 BID

418,056.68

COMPANY NAME: Blount Construction Company Inc.

CITY OF FAIRBURN, GEORGIA	
PROJECT:	McLarin Road (Alternate 2)
BID NUMBER:	ITB 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
005	150-1000	TRAFFIC CONTROL	LS	1	119,775.45	119,775.45
010	171-0010	TEMPORARY SILT FENCE, TP A	LF	1,000	1.05	1,050.00
015	301-0320	FULL DEPTH RECLAMATION OF 14 IN OF EXISTING ASPHALT, CONC AND SUBGRADE WITH CEMENT STABILIZATION	SY	31,850	8.58	273,273.00
020	301-5001	CEMENT FOR STABILIZATION @ 90 LBS/SY	TN	1,435	215.04	308,582.40
025	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	2,650	117.64	311,746.00
030	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	3,525	114.34	403,048.50
035	413-0750	TACK COAT	GL	1,950	3.37	6,571.50
040	432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	31,850	3.17	100,964.50
045	611-8050	ADJUST MANHOLE TO GRADE	EA	1	2,242.50	2,242.50
050	653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	EA	11	813.75	8951.25
055	653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	4	105.00	420.00
060	653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	EA	1	262.50	262.50
065	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	21,300	0.52	11,076.00

COMPANY NAME: Blount Construction Company Inc.

CITY OF FAIRBURN, GEORGIA	
PROJECT:	McLarin Road (Alternate 2)
BID NUMBER:	ITB 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
070	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	18,500	0.52	9,620.00
075	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	45	10.97	493.65
080	653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	145	2.90	420.50
085	653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN WHITE	GLF	380	0.47	178.60
090	653-3502	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN YELLOW	GLF	3,350	0.47	1,574.50
095	653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	360	5.78	2,080.80
100	654-1001	RAISED PVMT MARKERS, TP 1	EA	600	5.25	3,150.00
105	654-1003	RAISED PVMT MARKERS, TP 3	EA	45	5.25	236.25

ALTERNATE #2 BID 1,565,717.90

BASE BID 674,612.00

ADD ALTERNATE # 1 418,056.68

ADD ALTERNATE # 2 1,565,717.90

TOTAL 2,658,386.58

COMPANY NAME: Blount Construction Company Inc.

CITY OF FAIRBURN, GEORGIA

ITB 24-009																
	Guallatt Road (Base Bid)			ATLANTA PAVING		BLOUNT CONSTRUCTION		CW MATTHEWS		F. S. SCARBROUGH, LLC		MAGNUM PAVING		PIEDMONT PAVING		
Pay Item	Description	Unit	Quantitiy	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
150-1000	TRAFFIC CONTROL	LS	1	\$52,600.00	\$52,600.00	\$85,289.12	\$85,289.12	\$115,137.44	\$115,137.44	\$133,652.23	\$133,652.23	\$90,000.00	\$90,000.00	\$147,389.03	\$147,389.03	
171-0030	TEMPORARY SILT FENCE, PT C	LF	500	\$6.00	\$3,000.00	\$2.62	\$1,310.00	\$5.50	\$2,750.00	\$4.46	\$2,230.00	\$7.50	\$3,750.00	\$6.48	\$3,240.00	
301-0320	FULL DEPTH RECLAMATION OF 14 IN OF EXISTING ASPHALT, CONC AND SUBGRADE WITH CEMENT STABILIZATION	SY	13600	\$9.50	\$129,200.00	\$6.73	\$91,528.00	\$11.00	\$149,600.00	\$12.98	\$176,528.00	\$8.55	\$116,280.00	\$10.30	\$140,080.00	
301-5001	CEMENT FOR STABILIZATION @ 90 LBS/SY	TN	625	\$245.00	\$153,125.00	\$215.51	\$134,693.75	\$249.50	\$155,937.50	\$289.72	\$181,075.00	\$330.00	\$206,250.00	\$306.11	\$191,318.75	
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	1150	\$131.00	\$150,650.00	\$116.09	\$133,503.50	\$112.17	\$128,995.50	\$149.17	\$171,545.50	\$138.04	\$158,746.00	\$131.38	\$151,087.00	
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	1500	\$127.00	\$190,500.00	\$110.47	\$165,705.00	\$109.77	\$164,655.00	\$125.84	\$188,760.00	\$135.44	\$203,160.00	\$131.59	\$197,385.00	
413-0750	TACK COAT	GL	825	\$4.00	\$3,300.00	\$3.37	\$2,780.25	\$2.72	\$2,244.00	\$6.19	\$5,106.75	\$7.50	\$6,187.50	\$8.28	\$6,831.00	
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	4	\$105.00	\$420.00	\$105.00	\$420.00	\$75.00	\$300.00	\$111.43	\$445.72	\$120.00	\$480.00	\$165.00	\$660.00	
653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	EA	2	\$265.00	\$530.00	\$262.50	\$525.00	\$150.00	\$300.00	\$278.58	\$557.16	\$300.00	\$600.00	\$243.30	\$468.60	
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	11700	\$0.53	\$6,201.00	\$0.52	\$6,084.00	\$0.50	\$5,850.00	\$0.56	\$6,552.00	\$0.60	\$7,020.00	\$0.85	\$9,945.00	
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	10400	\$0.53	\$5,512.00	\$0.53	\$5,512.00	\$0.50	\$5,200.00	\$0.56	\$5,824.00	\$0.60	\$6,240.00	\$0.85	\$8,840.00	
653-1704	THERMOPLASTIC SKIP TRAF STRIPE, 24 IN, WHITE	LF	36	\$11.00	\$396.00	\$11.08	\$398.88	\$12.00	\$432.00	\$6.13	\$3,065.00	\$12.60	\$453.60	\$7.81	\$281.16	
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN WHITE	GLF	100	\$2.00	\$200.00	\$1.06	\$106.00	\$0.35	\$35.00	\$5.57	\$724.10	\$1.20	\$120.00	\$1.16	\$116.00	
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	500	\$6.00	\$3,000.00	\$5.61	\$2,805.00	\$7.50	\$3,750.00	\$5.57	\$22.28	\$6.20	\$3,100.00	\$7.59	\$3,795.00	
654-1001	RAISED PVMT MARKERS, TP 1	EA	130	\$6.00	\$780.00	\$5.25	\$682.50	\$4.50	\$585.00	\$11.12	\$151,232.00	\$6.00	\$780.00	\$7.54	\$980.20	
654-1003	RAISED PVMT MARKERS, TP 3	EA	4	\$6.00	\$24.00	\$5.25	\$21.00	\$4.50	\$18.00	\$0.00	\$0.00	\$6.00	\$24.00	\$7.54	\$30.16	
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	13600	\$4.00	\$54,400.00	\$3.18	\$43,248.00	\$3.00	\$40,800.00	\$0.00	\$0.00	\$5.00	\$68,000.00	\$6.08	\$82,688.00	
					\$753,838.00			\$674,612.00			\$776,589.44			\$1,027,319.74		
Cleckler Road (Alternate 1)																
150-1000	TRAFFIC CONTROL - BID ALTERNATE A	LS	1	\$130,000.00	\$130,000.00	\$54,017.95	\$54,017.95	\$38,617.76	\$38,614.76	\$123,645.65	\$123,645.65	\$80,000.00	\$80,000.00	\$66,418.33	\$66,418.33	
163-0232	TEMPORARY GRASSING	AC	1	\$2,500.00	\$2,500.00	\$1,020.00	\$1,020.00	\$800.00	\$800.00	\$824.59	\$824.59	\$1,200.00	\$1,200.00	\$935.00	\$935.00	
163-0240	MULCH	TN	28	\$65.00	\$1,820.00	\$157.50	\$4,410.00	\$400.00	\$11,200.00	\$550.47	\$15,413.16	\$600.00	\$16,800.00	\$550.00	\$15,400.00	
163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	EA	1	\$2,000.00	\$2,000.00	\$3,254.02	\$3,254.02	\$9,733.38	\$9,733.38	\$6,392.53	\$6,392.53	\$1,800.00	\$1,800.00	\$3,030.13	\$3,030.13	
163-0528	CONSTRUCT AND REMOVE FABRIC CHECK DAM-TYPE C SILT FENCE	LF	140	\$20.00	\$3,080.00	\$22.44	\$3,141.6	\$15.50	\$2,170.00	\$12.22	\$1,710.80	\$5.40	\$756.00	\$6.68	\$935.20	
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	2	\$1,200.00	\$2,400.00	\$306.00	\$612.00	\$275.00	\$550.00	\$312.01	\$624.02	\$180.00	\$360.00	\$494.87	\$989.74	
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TYPE A	LF	995	\$1.00	\$995.00	\$3.32	\$3,303.40	\$1.00	\$995.00	\$1.04	\$1,034.80	\$1.20	\$1,194.00	\$4.81	\$4,785.95	
165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	LF	140	\$4.00	\$560.00	\$2.96	\$414.40	\$27.59	\$3,862.60	\$2.26	\$316.40	\$12.00	\$1,680.00	\$8.55	\$1,197.00	
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	1	\$1,000.00	\$1,000.00	\$1,109.98	\$1,109.98	\$5,136.36	\$5,136.36	\$963.53	\$963.53	\$600.00	\$600.00	\$2,437.37	\$2,437.37	
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	2	\$100.00	\$200.00	\$170.10	\$340.20	\$80.00	\$160.00	\$147.09	\$249.18	\$60.00	\$120.00	\$239.49	\$478.98	
165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	EA	1	\$1,150.00	\$1,150.00	\$1,068.50	\$1,068.50	\$119.03	\$119.03	\$1,671.46	\$1,671.46	\$600.00	\$600.00	\$1,311.83	\$1,311.83	
167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	3	\$495.00	\$1,485.00	\$1,575.00	\$4,725.00	\$1,000.00	\$3,000.00	\$612.87	\$1,838.61	\$840.00	\$2,520.00	\$220.00	\$660.00	
167-1500	WATER QUALITY INSPECTIONS	MO	12	\$4,355.00	\$5,220.00	\$404.20	\$4,850.40	\$500.00	\$6,000.00	\$612.87	\$7,354.44	\$840.00	\$10,080.00	\$715.00	\$8,580.00	
171-0010	TEMPORARY SILT FENCE, TYPE A	LF	1990	\$3.05	\$6,069.50	\$2.55	\$5,074.50	\$4.00	\$7,960.00	\$2.60	\$5,174.00	\$3.30	\$6,567.00	\$4.51	\$8,974.90	
210-0010	GRADING COMPLETE - BID ALTERNATE A	LS	1	\$65,000.00	\$65,000.00	\$113,328.33	\$113,328.33	\$190,307.47	\$190,307.47	\$122,980.31	\$122,980.31	\$240,000.00	\$240,000.00	\$233,792.31	\$233,792.31	
301-2170	SOIL-CEM BASE CRS, 10 IN	SY	3055	\$22.15	\$67,668.25	\$6.13	\$18,727.15	\$22.00	\$67,210.00	\$7.19	\$21,965.45	\$12.85	\$39,256.75	\$11.52	\$35,193.60	
301-5000	PORTLAND CEMENT @ 50LBS/SY	TN	80	\$265.00	\$21,200.00	\$215.04	\$17,203.20	\$265.00	\$21,200.00	\$289.72	\$23,177.60	\$330.00	\$26,400.00	\$307.40	\$24,592.00	
310-1101	GR AGGR BASE CRS, INCL MATL	TN	492	\$45.00	\$22,410.00	\$29.23	\$14,381.16	\$78.63	\$38,685.96	\$54.31	\$26,720.52	\$54.00	\$26,568.00	\$64.30	\$31,635.60	
318-3000	AGGR SURF CRS	TN	4	\$75.00	\$300.00	\$55.68	\$222.72	\$73.19	\$292.76	\$54.31	\$217.24	\$54.00	\$216.00	\$331.94	\$1,327.76	
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	374	\$160.00	\$59,840.00	\$118.89	\$44,464.86	\$116.61	\$43,612.14	\$163.17	\$61,025.58	\$148.75	\$55,632.50	\$139.85	\$52,303.90	
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	496	\$159.00	\$78,864.00	\$117.65	\$58,354.40	\$104.92	\$52,040.32	\$142.77	\$70,813.92	\$145.68	\$72,257.28	\$138.28	\$68,586.88	
413-0750	TACK COAT	GAL	318	\$5.00	\$1,590.00	\$3.37	\$1,071.66	\$2.72	\$864.96	\$6.19	\$1,968.42	\$7.50	\$2,385.00	\$8.61	\$2,737.98	
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	42	\$100.00	\$4,200.00	\$150.30	\$6,312.60	\$103.03	\$4,327.26	\$66.33	\$2,785.86	\$25.00	\$1,050.00	\$65.01	\$2,730.42	
550-5180	STORM DRAIN PIPE, 18 IN ,CLASS III	LF	53	\$275.00	\$14,575.00	\$104.03	\$5,513.59	\$128.09	\$6,788.77	\$72.65	\$3,850.45	\$102.00	\$5,406.00	\$87.36	\$4,630.08	
550-5183	STORM DRAIN PIPE, 18 IN, CLASS V	LF	185	\$226.00	\$41,810.00	\$113.38	\$20,975.30	\$87.80	\$16,243.00	\$70.34	\$13,012.90	\$120.00	\$22,200.00	\$117.11	\$21,665.35	
550-3518	SAFETY END SECTION 18 IN, STORM DRAIN,															

				\$583,291.75		\$418,082.18		\$565,216.70		\$554,661.36		\$658,259.93		\$640,522.40	
McLarin Road (Alternate 2)															
150-1000	TRAFFIC CONTROL	LS	1	\$100,000.00	\$100,000.00	\$119,775.45	\$119,775.45	\$235,246.45	\$235,246.45	\$139,840.96	\$139,840.96	\$140,000.00	\$140,000.00	\$273,358.65	\$273,358.65
171-0010	TEMPORARY SILT FENCE, TP A	LF	1000	\$3.95	\$3,950.00	\$1.05	\$1,050.00	\$4.00	\$4,000.00	\$2.60	\$2,600.00	\$7.50	\$7,500.00	\$4.49	\$4,490.00
301-0320	FULL DEPTH RECLAMATION OF 14 IN OF EXISTING ASPHALT, CONC AND SUBGRADE WITH CEMENT STAILIZATION	SY	31850	\$10.45	\$332,832.50	\$8.58	\$273,273.00	\$11.00	\$350,350.00	\$12.98	\$413,413.00	\$8.00	\$254,800.00	\$9.20	\$293,020.00
301-5001	CEMENT FOR STAILIZATION @ 90 LBS/SY	TN	1435	\$246.00	\$353,010.00	\$215.04	\$308,582.40	\$245.00	\$351,575.00	\$289.72	\$415,748.20	\$330.00	\$473,550.00	\$309.18	\$443,673.30
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY , INCL BITUM MATL & H LIME	TN	2650	\$130.00	\$344,500.00	\$117.64	\$311,746.00	\$105.53	\$279,654.50	\$165.02	\$437,303.00	\$139.57	\$369,860.50	\$140.06	\$371,159.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPACE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	3525	\$127.00	\$447,675.00	\$114.34	\$403,048.50	\$100.51	\$354,297.75	\$117.78	\$415,174.50	\$137.06	\$483,136.50	\$137.37	\$484,229.25
413-0750	TACK COAT	GL	1950	\$4.00	\$7,800.00	\$3.37	\$6,571.50	\$2.72	\$5,304.00	\$6.19	\$12,070.50	\$7.50	\$14,625.00	\$9.04	\$17,628.00
432-5010	MILL ASPH CONC PVMT. VARIABLE DEPTH	SY	31850	\$3.00	\$95,550.00	\$3.17	\$100,964.50	\$3.50	\$111,475.00	\$11.10	\$353,535.00	\$5.33	\$169,760.50	\$5.94	\$189,189.00
611-8050	ADJUST MANHOLE TO GRADE EA	EA	1	\$1,800.00	\$1,800.00	\$2,242.50	\$2,242.50	\$3,203.00	\$3,203.00	\$4,272.66	\$4,272.66	\$3,000.00	\$3,000.00	\$516.30	\$516.30
653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	EA	11	\$795.00	\$8,745.00	\$813.75	\$8,951.25	\$500.00	\$5,500.00	\$5.57	\$61.27	\$930.00	\$10,230.00	\$462.00	\$5,082.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	4	\$105.00	\$420.00	\$105.00	\$420.00	\$75.00	\$300.00	\$111.43	\$445.72	\$120.00	\$480.00	\$165.00	\$660.00
653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	EA	1	\$265.00	\$265.00	\$262.50	\$262.50	\$150.00	\$150.00	\$278.58	\$278.58	\$300.00	\$300.00	\$234.30	\$234.30
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	21300	\$0.53	\$11,289.00	\$0.52	\$11,076.00	\$0.50	\$10,650.00	\$0.56	\$11,928.00	\$0.60	\$12,780.00	\$0.85	\$18,105.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	18500	\$0.53	\$9,805.00	\$0.52	\$9,620.00	\$0.50	\$9,250.00	\$0.56	\$10,360.00	\$0.60	\$11,100.00	\$0.85	\$15,725.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	45	\$13.00	\$585.00	\$10.97	\$493.65	\$12.00	\$540.00	\$11.70	\$526.50	\$12.60	\$567.00	\$7.81	\$351.45
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	145	\$3.00	\$435.00	\$2.90	\$420.50	\$4.00	\$580.00	\$3.06	\$443.70	\$3.30	\$478.50	\$3.66	\$530.70
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN WHITE	GLF	380	\$0.55	\$209.00	\$0.47	\$178.60	\$0.35	\$133.00	\$0.50	\$190.00	\$0.55	\$209.00	\$0.85	\$323.00
653-3502	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN YELLOW	GLF	3350	\$0.55	\$1,842.50	\$0.47	\$1,574.50	\$0.35	\$1,172.50	\$0.50	\$1,675.00	\$0.55	\$1,842.00	\$0.85	\$2,847.50
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	360	\$6.00	\$2,160.00	\$5.78	\$2,080.80	\$7.50	\$2,700.00	\$6.13	\$2,206.80	\$6.60	\$2,376.00	\$7.59	\$2,732.40
654-1001	RAISED PVMT MARKERS, TP 1	EA	600	\$6.00	\$3,600.00	\$5.25	\$3,150.00	\$4.50	\$2,700.00	\$5.57	\$3,342.00	\$6.00	\$3,600.00	\$7.54	\$4,524.00
654-1003	RAISED PVMT MARKERS, TP 3	EA	45	\$6.00	\$270.00	\$5.25	\$236.25	\$4.50	\$202.50	\$5.57	\$250.65	\$6.00	\$270.00	\$7.54	\$339.30
					\$1,726,743.00		\$1,565,717.90		\$1,728,983.70		\$2,225,666.04		\$1,960,465.00		\$2,128,718.15
Guallatt Road (Base Bid)					\$753, 838. 00		\$674, 612. 00		\$776, 589. 44		\$1, 027, 319. 74		\$871, 191. 10		\$945, 134. 90
Cleckler Road (Alternate 1)					\$583, 291. 75		\$418, 082. 18	\$209, 041. 09	\$565, 216. 70		\$554, 661. 36		\$658, 259. 93		\$640, 522. 40
McLarin Road (Alternate 2)					\$1, 726, 743. 00		\$1, 565, 717. 90		\$1, 728, 983. 70		\$2, 225, 666. 04		\$1, 960, 465. 00		\$2, 128, 718. 15
TOTAL					\$3, 063, 872. 75		\$2, 658, 412. 08		\$3, 070, 789. 84		\$3, 807, 647. 14		\$3, 489, 916. 03		\$3, 714, 375. 45

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AGREEMENT
BETWEEN
CITY OF FAIRBURN
AND
SOUTH FULTON COMMUNITY IMPROVEMENT DISTRICT
FOR
TRANSPORTATION FACILITY IMPROVEMENTS

This Framework Agreement (hereinafter referred to as "Agreement") is made and entered into the date last signed below (hereinafter referred to as "Effective Date") by and between the CITY of FAIRBURN, GEORGIA, acting by and through its Mayor and City Council (hereinafter referred to as "CITY"), and the SOUTH FULTON COMMUNITY IMPROVEMENT DISTRICT, an entity created by Fulton County, City of Fairburn, and Union City (hereinafter referred to as "CID").

WHEREAS, the CITY wishes to improve Cleckler Road with a Full-Depth Reclamation Project (hereinafter referred to as the "PROJECT"); and

WHEREAS, the PROJECT is designed to provide safer travel through the CITY and CID, while also improving public infrastructure in the corridor; and

WHEREAS, the PROJECT has been bid out by the CITY and is recommended by the CITY Director of Community Development/Public Works to be awarded to Blount Construction Company, Inc. (hereinafter referred to as "CONTRACTOR") for its bid submitted for \$418,082; and

WHEREAS, the CID is willing to pay ½ of the construction costs for the PROJECT,

an amount not to exceed \$209,041.09, towards construction of the PROJECT from CID funds provided the CITY is willing to pay the balance of the funding required to complete the PROJECT from the CITY's funds; and

WHEREAS, the CITY and CID wish to contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment..." Ga. Constitution Article IX, §III, ¶1(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the CITY and the CID hereby agree each with the other as follows:

1. The design is complete and the CITY owns or will acquire the necessary right-of-way for the PROJECT.
2. The location of the PROJECT is Cleckler Road, the segment north of the I-85 bridge.
3. The CITY will undertake and assume all responsibilities for contracting, construction, and maintenance of the PROJECT.
4. The CID will pay ½ of the cost to complete the PROJECT, up to a maximum of \$209,041.09, on a reimbursement basis to the CITY.
5. The CITY will provide the balance of the funding to complete the PROJECT.
6. The PROJECT will not begin construction unless all funds necessary to complete it are committed.
7. The foregoing commitment from the CID expires should the construction not begin by September 1, 2024.
8. This Agreement is made and entered into in FULTON COUNTY,

GEORGIA, and shall be governed and construed under the laws of the State of Georgia. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto be executed under seal by their duly authorized representatives.

IN WITNESS WHEREOF, the CITY and the CID have caused this Agreement to be executed under seal by their duly authorized representatives as of the dates set forth below.

CITY OF FAIRBURN, GEORGIA

SOUTH FULTON COMMUNITY
IMPROVEMENT DISTRICT

By: _____
Mario Avery, Mayor

By: _____
Kent Mason, Chair

Date: _____

Date: _____

Attest: _____
City Clerk

Approved: _____
City Attorney



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Approval of an Intergovernmental Agreement with the South Fulton CID for the McLarin Road Full-Depth Reclamation Project

ITEM TYPE: Agreement

SUBMITTED: 06/03/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 06/10/2024

DEPARTMENT: Public Works

BUDGET IMPACT: The budget impact of the proposed Intergovernmental Agreement is an increase of \$782,858.95 in project construction funding.

PUBLIC HEARING: No

PURPOSE:

For Mayor and Council to approve an Intergovernmental Agreement (IGA) with the South Fulton Community Improvement District (CID) to provide \$782,858.95 in supplemental construction funding for the McLarin Road Full-Depth Reclamation Project.

HISTORY:

The Invitation for Bid (IFB) for the Gullatt Road, Cleckler Road, and McLarin Road Full-Depth Reclamation Project was advertised on April 3, 2024. The bid opening date was May 8, 2024, at 2:00pm at which time the six (6) bids received were opened and read aloud.

The bid of the lowest, responsive, and responsible bidder for the McLarin Road Full-Depth Reclamation Project came in at \$1,565,717.95. The City of Fairburn requested construction funding assistance from the South Fulton CID to help deliver the Project.

FACTS AND ISSUES:

The proposed IGA is the South Fulton CID's formal response to the request. In order to be reimbursed \$782,858.95 or 50% of proposed construction funding, the IGA with the South Fulton CID must be approved.

FUNDING SOURCE:

The supplemental project funding will go into the T-SPLOST Fund Miscellaneous Revenue account (360-0000-38-9001) South Fulton CID.

RECOMMENDED ACTION:

Request Mayor and Council approval of the Intergovernmental Agreement with the South Fulton CID for the McLarin Road Full-Depth Reclamation Project.

ATTACHMENTS:

1. Bid Opening Results 24-009 Gullatt Rd, Cleckler Rd, McLarin Rd
2. Blount Const. Company IFB 24-009
3. SFCID - Fairburn Agreement - Reclamation 2024 - McClarin

Bid Opening Results IFB# 24-009 Gullatt Rd, Cleckler Rd and McLarin Rd Full Depth Reclamation Project
BID OPENING: Wednesday, May 8, 2024-1:00 P.M.

	BIDDERS	Bid Bond	Addendum	Base Bid	Add Alt #1	Add Alt #2	Total Bid Amount
1	Atlanta Paving & Concrete Construction, Inc.	✓	✓	\$ 753,838.00	\$ 583,021.75	\$ 1,726,743.00	\$ 3,063,602.75
2	C.W. Matthews Contracting Co., Inc.	✓	✓	\$ 776,589.44	\$ 565,486.70	\$ 1,728,983.70	\$ 3,071,059.84
3	Piedmont Paving, Inc.	✓	✓	\$ 945,134.90	\$ 640,522.40	\$ 2,128,718.15	\$ 3,714,375.45
4	Blount Construction Company, Inc.	✓	✓	\$ 674,612.00	\$ 418,056.68	\$ 1,565,717.50	\$ 2,658,386.18
5	F. S. Scarbrough, LLC	✓	✓	\$ 1,027,319.74	\$ 554,706.36	\$ 2,225,666.04	\$ 3,807,692.14
6	Magnum Paving, Inc.	✓	✓	\$ 871,191.10	\$ 658,259.93	\$ 1,960,465.50	\$ 3,489,916.53
7							
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Bids were opened and read aloud in accordance with the project advertisement and invitation for bid.

LESTER THOMPSON

MARCELA LINDLEY

CITY OF FAIRBURN, GEORGIA	
PROJECT:	Gullatt Road (Base Bid)
BID NUMBER	ITB 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
500	150-1000	TRAFFIC CONTROL	LS	1	85,289.12	85,289.12
501	171-0030	TEMPORARY SILT FENCE, TP C	LF	500	2.62	1,310.00
502	301-0320	FULL DEPTH RECLAMATION OF 14 IN OF EXISTING ASPHALT, CONC AND SUBGRADE WITH CEMENT STABILIZATION	SY	13,600	6.73	91,528.00
503	301-5001	CEMENT FOR STABILIZATION @ 90 LBS/SY	TN	625	215.51	134,693.75
504	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	1,150	116.09	133,503.50
505	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	1,500	110.47	165,705.00
506	413-0750	TACK COAT	GL	825	3.37	2,780.25
507	653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	4	105.00	420.00
508	653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	EA	2	262.50	525.00
509	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	11,700	0.52	6,084.00
510	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	10,400	0.53	5,512.00
511	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	36	11.08	398.88
512	653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN WHITE	GLF	100	1.06	106.00
513	653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	500	5.61	2805.00
514	654-1001	RAISED PVMT MARKERS, TP 1	EA	130	5.25	682.50

COMPANY NAME: Blount Construction Company Inc.

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CITY OF FAIRBURN, GEORGIA	
PROJECT:	Gullatt Road (Base Bid)
BID NUMBER	ITB 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
515	654-1003	RAISED PVMT MARKERS, TP 3	EA	4	5.25	21.00
516	432-5010	MILL ASPH CONC PVMT, VARIALBE DEPTH	SY	13,600	3.18	43,248.00
BASE BID						674,612.00

COMPANY NAME: Blount Construction Company Inc.

CITY OF FAIRBURN, GEORGIA	
PROJECT:	Cleckler Road (Alternate 1)
BID NUMBER:	IBT 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
005	150-1000	TRAFFIC CONTROL – BID ALTERNATE A	LS	1	54,017.95	54,017.95
010	163-0232	TEMPORARY GRASSING	AC	1	1,020.00	1,020.00
015	163-0240	MULCH	TN	28	157.50	4,410.00
020	163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	EA	1	3,254.02	3,254.02
025	163-0528	CONSTRUCT AND REMOVE FABRIC CHECK DAM - TYPE C SILT FENCE	LF	140	22.44	3,141.60
030	163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	2	306.00	612.00
035	165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TYPE A	LF	995	3.32	3,303.40
040	165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	LF	140	2.96	414.40
045	165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	1	1,109.98	1,109.98
050	165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	2	170.10	340.20
055	165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	EA	1	1,068.50	1,068.50
060	167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	3	1575.00	4725.00
065	167-1500	WATER QUALITY INSPECTIONS	MO	12	404.20	4,850.40

COMPANY NAME: Blount Construction Company Inc.

CITY OF FAIRBURN, GEORGIA	
PROJECT:	Cleckler Road (Alternate 1)
BID NUMBER:	IBT 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
070	171-0010	TEMPORARY SILT FENCE, TYPE A	LF	1,990	2.55	5,074.50
075	210-0100	GRADING COMPLETE – BID ALTERNATE A	LS	1	113,328.33	113,328.33
080	301-2170	SOIL-CEM BASE CRS, 10 IN	SY	3,055	6.13	18,727.15
085	301-5000	PORTLAND CEMENT @ 50 LBS/SY	TN	80	215.04	17,203.20
090	310-1101	GR AGGR BASE CRS, INCL MATL	TN	492	29.23	14,381.16
095	318-3000	AGGR SURF CRS	TN	4	55.68	222.72
100	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	374	118.89	44,464.86
105	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	496	117.65	58,354.40
110	413-0750	TACK COAT	GAL	318	3.37	1071.66
115	441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	42	150.30	6,312.60
120	550-5180	STORM DRAIN PIPE, 18 IN, CLASS III	LF	53	104.03	5,513.59
125	550-5183	STORM DRAIN PIPE, 18 IN, CLASS V	LF	185	113.38	20,975.30
130	550-3518	SAFETY END SECTION 18 IN, STORM DRAIN, 6:1 SLOPE	EA	2	3,515.63	7,031.26

COMPANY NAME: Blount Construction Company Inc.

CITY OF FAIRBURN, GEORGIA	
PROJECT:	Cleckler Road (Alternate 1)
BID NUMBER:	IBT 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
135	634-1200	RIGHT OF WAY MARKERS	EA	2	320.58	641.16
140	636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	15	19.55	318.75
145	636-2070	GALV STEEL POSTS TP 7	LF	37	7.20	266.40
150	653-1501	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	1,610	0.53	853.30
155	653-1502	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	1,760	0.52	915.20
160	653-1704	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN WHITE	LF	12	11.02	132.24
165	653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	267	5.78	1,543.26
170	654-1001	RAISED PVMT MARKER, TP 1	EA	44	5.20	228.80
175	668-2100	DROP INLET, GP 1	EA	2	3,369.52	6,739.04
180	700-6910	PERMANENT GRASSING	AC	2	1,076.25	2,152.50
185	700-7000	AGRICULTURAL LIME	TN	4	577.50	2,310.00
190	700-8000	FERTILIZER MIXED GRADE	TN	1	1,050.00	1,050.00
195	700-8100	FERTILIZER NITROGEN CONTENT	LB	105	7.88	827.40

COMPANY NAME: Blount Construction Company Inc.

CITY OF FAIRBURN, GEORGIA	
PROJECT:	Cleckler Road (Alternate 1)
BID NUMBER:	IBT 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
200	700-9300	SOD	SY	386	7.88	3,041.68
205	711-0100	TURF REINFORCING MATTING, TP 1	SY	239	5.78	1,381.42
210	716-2000	EROSION CONTROL MATS, SLOPES	SY	239	3.15	752.85

ALTERNATE #1 BID

418,056.68

COMPANY NAME: Blount Construction Company Inc.

CITY OF FAIRBURN, GEORGIA	
PROJECT:	McLarin Road (Alternate 2)
BID NUMBER:	ITB 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
005	150-1000	TRAFFIC CONTROL	LS	1	119,775.45	119,775.45
010	171-0010	TEMPORARY SILT FENCE, TP A	LF	1,000	1.05	1,050.00
015	301-0320	FULL DEPTH RECLAMATION OF 14 IN OF EXISTING ASPHALT, CONC AND SUBGRADE WITH CEMENT STABILIZATION	SY	31,850	8.58	273,273.00
020	301-5001	CEMENT FOR STABILIZATION @ 90 LBS/SY	TN	1,435	215.04	308,582.40
025	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	2,650	117.64	311,746.00
030	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	3,525	114.34	403,048.50
035	413-0750	TACK COAT	GL	1,950	3.37	6,571.50
040	432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	31,850	3.17	100,964.50
045	611-8050	ADJUST MANHOLE TO GRADE	EA	1	2,242.50	2,242.50
050	653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	EA	11	813.75	8951.25
055	653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	4	105.00	420.00
060	653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	EA	1	262.50	262.50
065	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	21,300	0.52	11,076.00

COMPANY NAME: Blount Construction Company Inc.

CITY OF FAIRBURN, GEORGIA	
PROJECT:	McLarin Road (Alternate 2)
BID NUMBER:	ITB 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
070	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	18,500	0.52	9,620.00
075	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	45	10.97	493.65
080	653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	145	2.90	420.50
085	653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN WHITE	GLF	380	0.47	178.60
090	653-3502	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN YELLOW	GLF	3,350	0.47	1,574.50
095	653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	360	5.78	2,080.80
100	654-1001	RAISED PVMT MARKERS, TP 1	EA	600	5.25	3,150.00
105	654-1003	RAISED PVMT MARKERS, TP 3	EA	45	5.25	236.25

ALTERNATE #2 BID 1,565,717.90

BASE BID 674,612.00

ADD ALTERNATE # 1 418,056.68

ADD ALTERNATE # 2 1,565,717.90

TOTAL 2,658,386.58

COMPANY NAME: Blount Construction Company Inc.

AGREEMENT
BETWEEN
CITY OF FAIRBURN
AND
SOUTH FULTON COMMUNITY IMPROVEMENT DISTRICT
FOR
TRANSPORTATION FACILITY IMPROVEMENTS

This Framework Agreement (hereinafter referred to as "Agreement") is made and entered into the date last signed below (hereinafter referred to as "Effective Date") by and between the CITY of FAIRBURN, GEORGIA, acting by and through its Mayor and City Council (hereinafter referred to as "CITY"), and the SOUTH FULTON COMMUNITY IMPROVEMENT DISTRICT, an entity created by Fulton County, City of Fairburn, and Union City (hereinafter referred to as "CID").

WHEREAS, the CITY wishes to improve McLarin Road with a Full-Depth Reclamation Project (hereinafter referred to as the "PROJECT"); and

WHEREAS, the PROJECT is designed to provide safer travel through the CITY and CID, while also improving public infrastructure in the corridor; and

WHEREAS, the PROJECT has been bid out by the CITY and is recommended by the CITY Director of Community Development/Public Works to be awarded to Blount Construction Company, Inc. (hereinafter referred to as "CONTRACTOR") for its bid submitted for \$1,565,717.90; and

WHEREAS, the CID is willing to pay an amount not to exceed \$782,858.95

towards construction of the PROJECT from CID funds provided the CITY is willing to pay the balance of the funding required to complete the PROJECT from the CITY's funds; and

WHEREAS, the CITY and CID wish to contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment..." Ga. Constitution Article IX, §III, ¶1(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the CITY and the CID hereby agree each with the other as follows:

1. The design is complete and the CITY owns or will acquire the necessary right-of-way for the PROJECT.
2. The location of the PROJECT is McLarin Road starting at Bohannon Road and ending at Gullatt Road.
3. The CITY will undertake and assume all responsibilities for contracting, construction, and maintenance of the PROJECT.
4. The CID will pay 1/2 of the cost to complete the PROJECT, up to a maximum of \$782,858.95, on a reimbursement basis to the CITY.
5. The CITY will provide the balance of the funding from the CITY's funds required to complete the PROJECT.
6. The PROJECT will not begin construction unless all funds necessary to complete it are committed.
7. The foregoing commitment from the CID expires should the construction not begin by September 1, 2024.

8. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto be executed under seal by their duly authorized representatives.

IN WITNESS WHEREOF, the CITY and the CID have caused this Agreement to be executed under seal by their duly authorized representatives as of the dates set forth below.

CITY OF FAIRBURN, GEORGIA

SOUTH FULTON COMMUNITY
IMPROVEMENT DISTRICT

By: _____
Mario B. Avery, Mayor

By: _____
Kent Mason, Chair

Date: _____

Date: _____

Attest: _____
Brenda B. James, City Clerk

Approved as to Form: _____
Rory K. Starkey, City Attorney



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Approval of a Contract Award to Blount Construction for the Gullatt Road, Cleckler Road, and McLarin Road Full-Depth Reclamation Project

ITEM TYPE: Contract

SUBMITTED: 06/03/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 06/10/2024

DEPARTMENT: Public Works

BUDGET IMPACT: \$2,658,412.08

PUBLIC HEARING: No

PURPOSE:

For Mayor and Council to approve the Gullatt Road, Cleckler Road, and McLarin Road Full-Depth Reclamation Project Contract Award to Blount Construction Company, Inc. in the amount of \$2,658,412.08.

HISTORY:

The Invitation for Bid (IFB) was advertised on April 3, 2024. The bid opening date was May 8, 2024, at 2:00pm, at which time the six (6) bids received were opened and read aloud.

FACTS AND ISSUES:

After completion of the bid evaluation, it was determined that Blount Construction Company was the lowest, responsive, and responsible bidder with a bid price of \$2,658,412.08.

FUNDING SOURCE:

360-0000-54-1410: T-SPLOST Infrastructure-Roadway.

RECOMMENDED ACTION:

Request Mayor and Council approval of the Contract Award for the Gullatt Road, Cleckler Road, McLarin Road Full-Depth Reclamation Project to Blount Construction Company for a bid price of \$2,658,412.08.

ATTACHMENTS:

1. IFB# 24-009 – GULLATT ROAD, CLECKLER ROAD, and MCLARIN ROAD FULL-DEPTH RECLAMATION PROJECT - ADVERTISEMENT
2. Bid Opening Results 24-009 Gullatt Rd, Cleckler Rd, McLarin Rd
3. Blount Const. Company IFB 24-009

4. Gullatt Road, Cleckler Road and McLarin Road Bid Tabulations
5. IFB #24-009 - Gullatt Road, Cleckler Road, and McLarin Road Full Depth Reclamation Project - Service Provider Agreement

**CITY OF FAIRBURN
INVITATION FOR BID**

IFB # 24-009 – GULLATT ROAD, CLECKLER ROAD, and MCLARIN ROAD FULL-DEPTH RECLAMATION PROJECT

April 3, 2024

The City of Fairburn will accept sealed bids from qualified Contractors for furnishing all labor, equipment, and materials necessary to complete the **GULLATT ROAD, CLECKLER ROAD, AND MCLARIN ROAD FULL-DEPTH RECLAMATION CONTRACT #24-009**. The project entails full depth reclamation, asphalt paving and striping on Gullatt Road (from the I-85 bridge to McLarin Road). In addition, the full-depth reclamation of Cleckler Road (the segment north of the I-85 bridge), and the full-depth reclamation of McLarin Road (from Bohannon Road to Gullatt Road) will be bid as Add Alternates. The overall contract time will be based on the Base Project time plus any/each Add Alternate construction time included in the award to a max of 180 calendar days.

Bids will be received at the City of Fairburn City Hall located at, 56 Malone Street, Fairburn, Georgia 30213 (phone: 770-964-2244) **until 1:00 PM, Wednesday, May 8, 2024**, at which time the bids will be opened and read aloud. However, the bid opening will not be in person, it will be via teleconference. The call-in number is: +1 (605) 475-4022. The Access Code is: 507-837. No bid may be modified, withdrawn, or canceled for a period of 60 days after the time designated for receipt of bids or until notified by Owner, whichever is sooner. The City reserves the right to reject any and all bids and to waive irregularities, technicalities, and informalities.

Questions of a technical nature should be in writing to the City of Fairburn's Purchasing Manager, Tyra Little via electronic mail, tlittle@fairburn.com.

Bid Opening Results IFB# 24-009 Gullatt Rd, Cleckler Rd and McLarin Rd Full Depth Reclamation Project
BID OPENING: Wednesday, May 8, 2024-1:00 P.M.

	BIDDERS	Bid Bond	Addendum	Base Bid	Add Alt #1	Add Alt #2	Total Bid Amount
1	Atlanta Paving & Concrete Construction, Inc.	✓	✓	\$ 753,838.00	\$ 583,021.75	\$ 1,726,743.00	\$ 3,063,602.75
2	C.W. Matthews Contracting Co., Inc.	✓	✓	\$ 776,589.44	\$ 565,486.70	\$ 1,728,983.70	\$ 3,071,059.84
3	Piedmont Paving, Inc.	✓	✓	\$ 945,134.90	\$ 640,522.40	\$ 2,128,718.15	\$ 3,714,375.45
4	Blount Construction Company, Inc.	✓	✓	\$ 674,612.00	\$ 418,056.68	\$ 1,565,717.50	\$ 2,658,386.18
5	F. S. Scarbrough, LLC	✓	✓	\$ 1,027,319.74	\$ 554,706.36	\$ 2,225,666.04	\$ 3,807,692.14
6	Magnum Paving, Inc.	✓	✓	\$ 871,191.10	\$ 658,259.93	\$ 1,960,465.50	\$ 3,489,916.53
7							
8							
9							
10							

Bids were opened and read aloud in accordance with the project advertisement and invitation for bid.

LESTER THOMPSON

MARCELA LINDLEY

CITY OF FAIRBURN, GEORGIA	
PROJECT:	Gullatt Road (Base Bid)
BID NUMBER	ITB 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
500	150-1000	TRAFFIC CONTROL	LS	1	85,289.12	85,289.12
501	171-0030	TEMPORARY SILT FENCE, TP C	LF	500	2.62	1,310.00
502	301-0320	FULL DEPTH RECLAMATION OF 14 IN OF EXISTING ASPHALT, CONC AND SUBGRADE WITH CEMENT STABILIZATION	SY	13,600	6.73	91,528.00
503	301-5001	CEMENT FOR STABILIZATION @ 90 LBS/SY	TN	625	215.51	134,693.75
504	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	1,150	116.09	133,503.50
505	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	1,500	110.47	165,705.00
506	413-0750	TACK COAT	GL	825	3.37	2,780.25
507	653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	4	105.00	420.00
508	653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	EA	2	262.50	525.00
509	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	11,700	0.52	6,084.00
510	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	10,400	0.53	5,512.00
511	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	36	11.08	398.88
512	653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN WHITE	GLF	100	1.06	106.00
513	653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	500	5.61	2805.00
514	654-1001	RAISED PVMT MARKERS, TP 1	EA	130	5.25	682.50

COMPANY NAME: Blount Construction Company Inc.

CITY OF FAIRBURN, GEORGIA	
PROJECT:	Gullatt Road (Base Bid)
BID NUMBER	ITB 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
515	654-1003	RAISED PVMT MARKERS, TP 3	EA	4	5.25	21.00
516	432-5010	MILL ASPH CONC PVMT, VARIALBE DEPTH	SY	13,600	3.18	43,248.00
BASE BID						674,612.00

COMPANY NAME: Blount Construction Company Inc.

CITY OF FAIRBURN, GEORGIA	
PROJECT:	Cleckler Road (Alternate 1)
BID NUMBER:	IBT 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
005	150-1000	TRAFFIC CONTROL – BID ALTERNATE A	LS	1	54,017.95	54,017.95
010	163-0232	TEMPORARY GRASSING	AC	1	1,020.00	1,020.00
015	163-0240	MULCH	TN	28	157.50	4,410.00
020	163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	EA	1	3,254.02	3,254.02
025	163-0528	CONSTRUCT AND REMOVE FABRIC CHECK DAM - TYPE C SILT FENCE	LF	140	22.44	3,141.60
030	163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	2	306.00	612.00
035	165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TYPE A	LF	995	3.32	3,303.40
040	165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	LF	140	2.96	414.40
045	165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	1	1,109.98	1,109.98
050	165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	2	170.10	340.20
055	165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	EA	1	1,068.50	1,068.50
060	167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	3	1575.00	4725.00
065	167-1500	WATER QUALITY INSPECTIONS	MO	12	404.20	4,850.40

COMPANY NAME: Blount Construction Company Inc.

CITY OF FAIRBURN, GEORGIA	
PROJECT:	Cleckler Road (Alternate 1)
BID NUMBER:	IBT 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
070	171-0010	TEMPORARY SILT FENCE, TYPE A	LF	1,990	2.55	5,074.50
075	210-0100	GRADING COMPLETE – BID ALTERNATE A	LS	1	113,328.33	113,328.33
080	301-2170	SOIL-CEM BASE CRS, 10 IN	SY	3,055	6.13	18,727.15
085	301-5000	PORTLAND CEMENT @ 50 LBS/SY	TN	80	215.04	17,203.20
090	310-1101	GR AGGR BASE CRS, INCL MATL	TN	492	29.23	14,381.16
095	318-3000	AGGR SURF CRS	TN	4	55.68	222.72
100	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	374	118.89	44,464.86
105	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	496	117.65	58,354.40
110	413-0750	TACK COAT	GAL	318	3.37	1071.66
115	441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	42	150.30	6,312.60
120	550-5180	STORM DRAIN PIPE, 18 IN, CLASS III	LF	53	104.03	5,513.59
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130	550-3518	SAFETY END SECTION 18 IN, STORM DRAIN, 6:1 SLOPE	EA	2	3,515.63	7,031.26

COMPANY NAME: Blount Construction Company Inc.

CITY OF FAIRBURN, GEORGIA	
PROJECT:	Cleckler Road (Alternate 1)
BID NUMBER:	IBT 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
135	634-1200	RIGHT OF WAY MARKERS	EA	2	320.58	641.16
140	636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	15	19.55	318.75
145	636-2070	GALV STEEL POSTS TP 7	LF	37	7.20	266.40
150	653-1501	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	1,610	0.53	853.30
155	653-1502	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	1,760	0.52	915.20
160	653-1704	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN WHITE	LF	12	11.02	132.24
165	653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	267	5.78	1,543.26
170	654-1001	RAISED PVMT MARKER, TP 1	EA	44	5.20	228.80
175	668-2100	DROP INLET, GP 1	EA	2	3,369.52	6,739.04
180	700-6910	PERMANENT GRASSING	AC	2	1,076.25	2,152.50
185	700-7000	AGRICULTURAL LIME	TN	4	577.50	2,310.00
190	700-8000	FERTILIZER MIXED GRADE	TN	1	1,050.00	1,050.00
195	700-8100	FERTILIZER NITROGEN CONTENT	LB	105	7.88	827.40

COMPANY NAME: Blount Construction Company Inc.

CITY OF FAIRBURN, GEORGIA	
PROJECT:	Cleckler Road (Alternate 1)
BID NUMBER:	IBT 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
200	700-9300	SOD	SY	386	7.88	3,041.68
205	711-0100	TURF REINFORCING MATTING, TP 1	SY	239	5.78	1,381.42
210	716-2000	EROSION CONTROL MATS, SLOPES	SY	239	3.15	752.85

ALTERNATE #1 BID

418,056.68

COMPANY NAME: Blount Construction Company Inc.

CITY OF FAIRBURN, GEORGIA	
PROJECT:	McLarin Road (Alternate 2)
BID NUMBER:	ITB 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
005	150-1000	TRAFFIC CONTROL	LS	1	119,775.45	119,775.45
010	171-0010	TEMPORARY SILT FENCE, TP A	LF	1,000	1.05	1,050.00
015	301-0320	FULL DEPTH RECLAMATION OF 14 IN OF EXISTING ASPHALT, CONC AND SUBGRADE WITH CEMENT STABILIZATION	SY	31,850	8.58	273,273.00
020	301-5001	CEMENT FOR STABILIZATION @ 90 LBS/SY	TN	1,435	215.04	308,582.40
025	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	2,650	117.64	311,746.00
030	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	3,525	114.34	403,048.50
035	413-0750	TACK COAT	GL	1,950	3.37	6,571.50
040	432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	31,850	3.17	100,964.50
045	611-8050	ADJUST MANHOLE TO GRADE	EA	1	2,242.50	2,242.50
050	653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	EA	11	813.75	8951.25
055	653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	4	105.00	420.00
060	653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	EA	1	262.50	262.50
065	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	21,300	0.52	11,076.00

COMPANY NAME: Blount Construction Company Inc.

CITY OF FAIRBURN, GEORGIA	
PROJECT:	McLarin Road (Alternate 2)
BID NUMBER:	ITB 24-009

BID SCHEDULE

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
070	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	18,500	0.52	9,620.00
075	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	45	10.97	493.65
080	653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	145	2.90	420.50
085	653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN WHITE	GLF	380	0.47	178.60
090	653-3502	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN YELLOW	GLF	3,350	0.47	1,574.50
095	653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	360	5.78	2,080.80
100	654-1001	RAISED PVMT MARKERS, TP 1	EA	600	5.25	3,150.00
105	654-1003	RAISED PVMT MARKERS, TP 3	EA	45	5.25	236.25

ALTERNATE #2 BID 1,565,717.90

BASE BID 674,612.00

ADD ALTERNATE # 1 418,056.68

ADD ALTERNATE # 2 1,565,717.90

TOTAL 2,658,386.58

COMPANY NAME: Blount Construction Company Inc.

CITY OF FAIRBURN, GEORGIA

ITB 24-009																
	Guallatt Road (Base Bid)			ATLANTA PAVING		BLOUNT CONSTRUCTION		CW MATTHEWS		F. S. SCARBROUGH, LLC		MAGNUM PAVING		PIEDMONT PAVING		
Pay Item	Description	Unit	Quantitiy	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
150-1000	TRAFFIC CONTROL	LS	1	\$52,600.00	\$52,600.00	\$85,289.12	\$85,289.12	\$115,137.44	\$115,137.44	\$133,652.23	\$133,652.23	\$90,000.00	\$90,000.00	\$147,389.03	\$147,389.03	
171-0030	TEMPORARY SILT FENCE, PT C	LF	500	\$6.00	\$3,000.00	\$2.62	\$1,310.00	\$5.50	\$2,750.00	\$4.46	\$2,230.00	\$7.50	\$3,750.00	\$6.48	\$3,240.00	
301-0320	FULL DEPTH RECLAMATION OF 14 IN OF EXISTING ASPHALT, CONC AND SUBGRADE WITH CEMENT STABILIZATION	SY	13600	\$9.50	\$129,200.00	\$6.73	\$91,528.00	\$11.00	\$149,600.00	\$12.98	\$176,528.00	\$8.55	\$116,280.00	\$10.30	\$140,080.00	
301-5001	CEMENT FOR STABILIZATION @ 90 LBS/SY	TN	625	\$245.00	\$153,125.00	\$215.51	\$134,693.75	\$249.50	\$155,937.50	\$289.72	\$181,075.00	\$330.00	\$206,250.00	\$306.11	\$191,318.75	
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	1150	\$131.00	\$150,650.00	\$116.09	\$133,503.50	\$112.17	\$128,995.50	\$149.17	\$171,545.50	\$138.04	\$158,746.00	\$131.38	\$151,087.00	
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	1500	\$127.00	\$190,500.00	\$110.47	\$165,705.00	\$109.77	\$164,655.00	\$125.84	\$188,760.00	\$135.44	\$203,160.00	\$131.59	\$197,385.00	
413-0750	TACK COAT	GL	825	\$4.00	\$3,300.00	\$3.37	\$2,780.25	\$2.72	\$2,244.00	\$6.19	\$5,106.75	\$7.50	\$6,187.50	\$8.28	\$6,831.00	
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	4	\$105.00	\$420.00	\$105.00	\$420.00	\$75.00	\$300.00	\$111.43	\$445.72	\$120.00	\$480.00	\$165.00	\$660.00	
653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	EA	2	\$265.00	\$530.00	\$262.50	\$525.00	\$150.00	\$300.00	\$278.58	\$557.16	\$300.00	\$600.00	\$243.30	\$468.60	
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	11700	\$0.53	\$6,201.00	\$0.52	\$6,084.00	\$0.50	\$5,850.00	\$0.56	\$6,552.00	\$0.60	\$7,020.00	\$0.85	\$9,945.00	
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	10400	\$0.53	\$5,512.00	\$0.53	\$5,512.00	\$0.50	\$5,200.00	\$0.56	\$5,824.00	\$0.60	\$6,240.00	\$0.85	\$8,840.00	
653-1704	THERMOPLASTIC SKIP TRAF STRIPE, 24 IN, WHITE	LF	36	\$11.00	\$396.00	\$11.08	\$398.88	\$12.00	\$432.00	\$6.13	\$3,065.00	\$12.60	\$453.60	\$7.81	\$281.16	
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN WHITE	GLF	100	\$2.00	\$200.00	\$1.06	\$106.00	\$0.35	\$35.00	\$5.57	\$724.10	\$1.20	\$120.00	\$1.16	\$116.00	
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	500	\$6.00	\$3,000.00	\$5.61	\$2,805.00	\$7.50	\$3,750.00	\$5.57	\$22.28	\$6.20	\$3,100.00	\$7.59	\$3,795.00	
654-1001	RAISED PVMT MARKERS, TP 1	EA	130	\$6.00	\$780.00	\$5.25	\$682.50	\$4.50	\$585.00	\$11.12	\$151,232.00	\$6.00	\$780.00	\$7.54	\$980.20	
654-1003	RAISED PVMT MARKERS, TP 3	EA	4	\$6.00	\$24.00	\$5.25	\$21.00	\$4.50	\$18.00	\$0.00	\$0.00	\$6.00	\$24.00	\$7.54	\$30.16	
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	13600	\$4.00	\$54,400.00	\$3.18	\$43,248.00	\$3.00	\$40,800.00	\$0.00	\$0.00	\$5.00	\$68,000.00	\$6.08	\$82,688.00	
					\$753,838.00			\$674,612.00			\$776,589.44			\$1,027,319.74		
Cleckler Road (Alternate 1)																
150-1000	TRAFFIC CONTROL - BID ALTERNATE A	LS	1	\$130,000.00	\$130,000.00	\$54,017.95	\$54,017.95	\$38,617.76	\$38,614.76	\$123,645.65	\$123,645.65	\$80,000.00	\$80,000.00	\$66,418.33	\$66,418.33	
163-0232	TEMPORARY GRASSING	AC	1	\$2,500.00	\$2,500.00	\$1,020.00	\$1,020.00	\$800.00	\$800.00	\$824.59	\$824.59	\$1,200.00	\$1,200.00	\$935.00	\$935.00	
163-0240	MULCH	TN	28	\$65.00	\$1,820.00	\$157.50	\$4,410.00	\$400.00	\$11,200.00	\$550.47	\$15,413.16	\$600.00	\$16,800.00	\$550.00	\$15,400.00	
163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	EA	1	\$2,000.00	\$2,000.00	\$3,254.02	\$3,254.02	\$9,733.38	\$9,733.38	\$6,392.53	\$6,392.53	\$1,800.00	\$1,800.00	\$3,030.13	\$3,030.13	
163-0528	CONSTRUCT AND REMOVE FABRIC CHECK DAM-TYPE C SILT FENCE	LF	140	\$20.00	\$3,080.00	\$22.44	\$3,141.6	\$15.50	\$2,170.00	\$12.22	\$1,710.80	\$5.40	\$756.00	\$6.68	\$935.20	
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	2	\$1,200.00	\$2,400.00	\$306.00	\$612.00	\$275.00	\$550.00	\$312.01	\$624.02	\$180.00	\$360.00	\$494.87	\$989.74	
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TYPE A	LF	995	\$1.00	\$995.00	\$3.32	\$3,303.40	\$1.00	\$995.00	\$1.04	\$1,034.80	\$1.20	\$1,194.00	\$4.81	\$4,785.95	
165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	LF	140	\$4.00	\$560.00	\$2.96	\$414.40	\$27.59	\$3,862.60	\$2.26	\$316.40	\$12.00	\$1,680.00	\$8.55	\$1,197.00	
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	1	\$1,000.00	\$1,000.00	\$1,109.98	\$1,109.98	\$5,136.36	\$5,136.36	\$963.53	\$963.53	\$600.00	\$600.00	\$2,437.37	\$2,437.37	
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	2	\$100.00	\$200.00	\$170.10	\$340.20	\$80.00	\$160.00	\$147.09	\$249.18	\$60.00	\$120.00	\$239.49	\$478.98	
165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	EA	1	\$1,150.00	\$1,150.00	\$1,068.50	\$1,068.50	\$119.03	\$119.03	\$1,671.46	\$1,671.46	\$600.00	\$600.00	\$1,311.83	\$1,311.83	
167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	3	\$495.00	\$1,485.00	\$1,575.00	\$4,725.00	\$1,000.00	\$3,000.00	\$612.87	\$1,838.61	\$840.00	\$2,520.00	\$220.00	\$660.00	
167-1500	WATER QUALITY INSPECTIONS	MO	12	\$4,355.00	\$5,220.00	\$404.20	\$4,850.40	\$500.00	\$6,000.00	\$612.87	\$7,354.44	\$840.00	\$10,080.00	\$715.00	\$8,580.00	
171-0010	TEMPORARY SILT FENCE, TYPE A	LF	1990	\$3.05	\$6,069.50	\$2.55	\$5,074.50	\$4.00	\$7,960.00	\$2.60	\$5,174.00	\$3.30	\$6,567.00	\$4.51	\$8,974.90	
210-0010	GRADING COMPLETE - BID ALTERNATE A	LS	1	\$65,000.00	\$65,000.00	\$113,328.33	\$113,328.33	\$190,307.47	\$190,307.47	\$122,980.31	\$122,980.31	\$240,000.00	\$240,000.00	\$233,792.31	\$233,792.31	
301-2170	SOIL-CEM BASE CRS, 10 IN	SY	3055	\$22.15	\$67,668.25	\$6.13	\$18,727.15	\$22.00	\$67,210.00	\$7.19	\$21,965.45	\$12.85	\$39,256.75	\$11.52	\$35,193.60	
301-5000	PORTLAND CEMENT @ 50LBS/SY	TN	80	\$265.00	\$21,200.00	\$215.04	\$17,203.20	\$265.00	\$21,200.00	\$289.72	\$23,177.60	\$330.00	\$26,400.00	\$307.40	\$24,592.00	
310-1101	GR AGGR BASE CRS, INCL MATL	TN	492	\$45.00	\$22,410.00	\$29.23	\$14,381.16	\$78.63	\$38,685.96	\$54.31	\$26,720.52	\$54.00	\$26,568.00	\$64.30	\$31,635.60	
318-3000	AGGR SURF CRS	TN	4	\$75.00	\$300.00	\$55.68	\$222.72	\$73.19	\$292.76	\$54.31	\$217.24	\$54.00	\$216.00	\$331.94	\$1,327.76	
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	374	\$160.00	\$59,840.00	\$118.89	\$44,464.86	\$116.61	\$43,612.14	\$163.17	\$61,025.58	\$148.75	\$55,632.50	\$139.85	\$52,303.90	
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	496	\$159.00	\$78,864.00	\$117.65	\$58,354.40	\$104.92	\$52,040.32	\$142.77	\$70,813.92	\$145.68	\$72,257.28	\$138.28	\$68,586.88	
413-0750	TACK COAT	GAL	318	\$5.00	\$1,590.00	\$3.37	\$1,071.66	\$2.72	\$864.96	\$6.19	\$1,968.42	\$7.50	\$2,385.00	\$8.61	\$2,737.98	
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	42	\$100.00	\$4,200.00	\$150.30	\$6,312.60	\$103.03	\$4,327.26	\$66.33	\$2,785.86	\$25.00	\$1,050.00	\$65.01	\$2,730.42	
550-5180	STORM DRAIN PIPE, 18 IN ,CLASS III	LF	53	\$275.00	\$14,575.00	\$104.03	\$5,513.59	\$128.09	\$6,788.77	\$72.65	\$3,850.45	\$102.00	\$5,406.00	\$87.36	\$4,630.08	
550-5183	STORM DRAIN PIPE, 18 IN, CLASS V	LF	185	\$226.00	\$41,810.00	\$113.38	\$20,975.30	\$87.80	\$16,243.00	\$70.34	\$13,012.90	\$120.00	\$22,200.00	\$117.11	\$21,665.35	
550-3518	SAFETY END SECTION 18 IN, STORM DRAIN,															

				\$583,291.75		\$418,082.18		\$565,216.70		\$554,661.36		\$658,259.93		\$640,522.40	
McLarin Road (Alternate 2)															
150-1000	TRAFFIC CONTROL	LS	1	\$100,000.00	\$100,000.00	\$119,775.45	\$119,775.45	\$235,246.45	\$235,246.45	\$139,840.96	\$139,840.96	\$140,000.00	\$140,000.00	\$273,358.65	\$273,358.65
171-0010	TEMPORARY SILT FENCE, TP A	LF	1000	\$3.95	\$3,950.00	\$1.05	\$1,050.00	\$4.00	\$4,000.00	\$2.60	\$2,600.00	\$7.50	\$7,500.00	\$4.49	\$4,490.00
301-0320	FULL DEPTH RECLAMATION OF 14 IN OF EXISTING ASPHALT, CONC AND SUBGRADE WITH CEMENT STAILIZATION	SY	31850	\$10.45	\$332,832.50	\$8.58	\$273,273.00	\$11.00	\$350,350.00	\$12.98	\$413,413.00	\$8.00	\$254,800.00	\$9.20	\$293,020.00
301-5001	CEMENT FOR STAILIZATION @ 90 LBS/SY	TN	1435	\$246.00	\$353,010.00	\$215.04	\$308,582.40	\$245.00	\$351,575.00	\$289.72	\$415,748.20	\$330.00	\$473,550.00	\$309.18	\$443,673.30
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY , INCL BITUM MATL & H LIME	TN	2650	\$130.00	\$344,500.00	\$117.64	\$311,746.00	\$105.53	\$279,654.50	\$165.02	\$437,303.00	\$139.57	\$369,860.50	\$140.06	\$371,159.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPACE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	3525	\$127.00	\$447,675.00	\$114.34	\$403,048.50	\$100.51	\$354,297.75	\$117.78	\$415,174.50	\$137.06	\$483,136.50	\$137.37	\$484,229.25
413-0750	TACK COAT	GL	1950	\$4.00	\$7,800.00	\$3.37	\$6,571.50	\$2.72	\$5,304.00	\$6.19	\$12,070.50	\$7.50	\$14,625.00	\$9.04	\$17,628.00
432-5010	MILL ASPH CONC PVMT. VARIABLE DEPTH	SY	31850	\$3.00	\$95,550.00	\$3.17	\$100,964.50	\$3.50	\$111,475.00	\$11.10	\$353,535.00	\$5.33	\$169,760.50	\$5.94	\$189,189.00
611-8050	ADJUST MANHOLE TO GRADE EA	EA	1	\$1,800.00	\$1,800.00	\$2,242.50	\$2,242.50	\$3,203.00	\$3,203.00	\$4,272.66	\$4,272.66	\$3,000.00	\$3,000.00	\$516.30	\$516.30
653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	EA	11	\$795.00	\$8,745.00	\$813.75	\$8,951.25	\$500.00	\$5,500.00	\$5.57	\$61.27	\$930.00	\$10,230.00	\$462.00	\$5,082.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	4	\$105.00	\$420.00	\$105.00	\$420.00	\$75.00	\$300.00	\$111.43	\$445.72	\$120.00	\$480.00	\$165.00	\$660.00
653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	EA	1	\$265.00	\$265.00	\$262.50	\$262.50	\$150.00	\$150.00	\$278.58	\$278.58	\$300.00	\$300.00	\$234.30	\$234.30
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	21300	\$0.53	\$11,289.00	\$0.52	\$11,076.00	\$0.50	\$10,650.00	\$0.56	\$11,928.00	\$0.60	\$12,780.00	\$0.85	\$18,105.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	18500	\$0.53	\$9,805.00	\$0.52	\$9,620.00	\$0.50	\$9,250.00	\$0.56	\$10,360.00	\$0.60	\$11,100.00	\$0.85	\$15,725.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	45	\$13.00	\$585.00	\$10.97	\$493.65	\$12.00	\$540.00	\$11.70	\$526.50	\$12.60	\$567.00	\$7.81	\$351.45
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	145	\$3.00	\$435.00	\$2.90	\$420.50	\$4.00	\$580.00	\$3.06	\$443.70	\$3.30	\$478.50	\$3.66	\$530.70
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN WHITE	GLF	380	\$0.55	\$209.00	\$0.47	\$178.60	\$0.35	\$133.00	\$0.50	\$190.00	\$0.55	\$209.00	\$0.85	\$323.00
653-3502	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN YELLOW	GLF	3350	\$0.55	\$1,842.50	\$0.47	\$1,574.50	\$0.35	\$1,172.50	\$0.50	\$1,675.00	\$0.55	\$1,842.00	\$0.85	\$2,847.50
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	360	\$6.00	\$2,160.00	\$5.78	\$2,080.80	\$7.50	\$2,700.00	\$6.13	\$2,206.80	\$6.60	\$2,376.00	\$7.59	\$2,732.40
654-1001	RAISED PVMT MARKERS, TP 1	EA	600	\$6.00	\$3,600.00	\$5.25	\$3,150.00	\$4.50	\$2,700.00	\$5.57	\$3,342.00	\$6.00	\$3,600.00	\$7.54	\$4,524.00
654-1003	RAISED PVMT MARKERS, TP 3	EA	45	\$6.00	\$270.00	\$5.25	\$236.25	\$4.50	\$202.50	\$5.57	\$250.65	\$6.00	\$270.00	\$7.54	\$339.30
					\$1,726,743.00		\$1,565,717.90		\$1,728,983.70		\$2,225,666.04		\$1,960,465.00		\$2,128,718.15
Guallatt Road (Base Bid)					\$753, 838. 00		\$674, 612. 00		\$776, 589. 44		\$1, 027, 319. 74		\$871, 191. 10		\$945, 134. 90
Cleckler Road (Alternate 1)					\$583, 291. 75		\$418, 082. 18	\$209, 041. 09	\$565, 216. 70		\$554, 661. 36		\$658, 259. 93		\$640, 522. 40
McLarin Road (Alternate 2)					\$1, 726, 743. 00		\$1, 565, 717. 90		\$1, 728, 983. 70		\$2, 225, 666. 04		\$1, 960, 465. 00		\$2, 128, 718. 15
TOTAL					\$3, 063, 872. 75		\$2, 658, 412. 08		\$3, 070, 789. 84		\$3, 807, 647. 14		\$3, 489, 916. 03		\$3, 714, 375. 45

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**SERVICE PROVIDER CONTRACT
GULLATT ROAD, CLECKLER ROAD, AND MCLARIN ROAD FULL-DEPTH
RECLAMATION PROJECT**

This **AGREEMENT** made and entered into this day of June 10th, 2024, by and between City of Fairburn, Georgia (Party of the First Part, hereinafter called the "Owner"), and, Blount Construction Company, Inc. (Party of the Second Part, hereinafter called the "Service Provider").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERM:

This contract shall commence upon Notice to Proceed. All work must be completed within one hundred and twenty (180) calendar days of the Notice to Proceed with Construction (NTP).

2. ATTACHMENTS:

Copies of the Service Provider's proposal, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the Owner during the Bid process (hereinafter collectively referred to as the "Bid ") are attached hereto and are specifically incorporated herein by reference. In the event of a conflict between the Owner's contract documents and the Bid, the Owner's contract documents shall control.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

4. PRICE:

As full compensation for the performance of this Contract, the Owner shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the City pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this agreement shall be charged to the Owner in accordance with the rate schedule referenced in the Bid. The Owner agrees to pay the Service Provider following receipt by the Owner of a detailed invoice, reflecting the actual work performed by the Service Provider.

5. INDEMNIFICATION AND HOLD HARMLESS:

Service Provider agrees to protect, defend, indemnify, and hold harmless the City, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the Service Provider. Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Service Provider further agrees to protect, defend, indemnify, and hold harmless the City, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

6. TERMINATION FOR CAUSE: The City may terminate this agreement for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Agreement. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Agreement for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Agreement for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. AGREEMENT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

9. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or their right, title, or interest therein to any person, firm, or corporation without the previous consent of the Owner in writing.

10. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

11. SEVERABILITY:

The parties agree that each of the provisions included in this agreement is separate, distinct and severable from the other and remaining provisions of this agreement, and that the invalidity of any agreement provision shall not affect the validity of any other provision or provisions of this agreement.

12. GOVERNING LAW:

The parties agree that this agreement shall be governed and construed in accordance with the laws of the State of Georgia. This agreement has been signed in City of Fairburn, Georgia.

13. MERGER CLAUSE:

The parties agree that the terms of this agreement include the entire agreement between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this agreement.

(Signatures Next Page)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **AGREEMENT** to be signed, sealed and delivered.

CITY OF FAIRBURN, GEORGIA

By: _____
Mario B. Avery, Mayor
City of Fairburn

ATTEST:

Signature

Print Name
Brenda B. James, City Clerk
City of Fairburn

APPROVED AS TO FORM:

Signature
Rory K. Starkey, City Attorney
City of Fairburn

SERVICE PROVIDER: Blount Construction Company, Inc.

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)

EXHIBIT “A”

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CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Finance Director Monthly Report

ITEM TYPE: Presentation

SUBMITTED: 06/05/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 06/10/2024

DEPARTMENT: Finance

BUDGET IMPACT: N/A

PUBLIC HEARING: No

PURPOSE:

Financial presentation for Mayor and Council.

HISTORY:

The presentation is the monthly financial presentation to the Mayor and Council for FY2023 - FY2024 through April 30, 2024.

FACTS AND ISSUES:

The presentation is the monthly financial presentation to the Mayor and Council for FY2023 - FY2024 through April 30, 2024.

FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

N/A

ATTACHMENTS:

1. Monthly Financial Report to Council 04.30.2024

CITY OF FAIRBURN

FINANCIALS FOR MONTH

ENDED APRIL 30, 2024

PRESENTED BY

Bryan Stephens

DIRECTOR OF FINANCE

CITY OF FAIRBURN GENERAL FUND

FINANCIAL HIGHLIGHT

YEAR TO DATE (YTD)
April 30, 2024

1. The City of Fairburn's General Fund (GF) 7th month of FY2024 operations totals as of April 30th with \$7.6M in net cash flow.
2. To date the General Fund has generated \$19.6M in Revenue with \$12M in General Fund Expenditures.
3. As of April 30, 2024, the City has collected 65% of its YTD revenues.
4. As of April 30, 2024, the City has expensed 39% of its budget.
5. Property and Local Option Sales Tax Revenue represents the City's General Fund primary source of operating resources.
 - Real Property Tax represents 82% of GF Revenue
 - L.O.S.T represents 59% of GF Revenue

CITY OF FAIRBURN GENERAL FUND

Statement of Revenues & Expenditures

FOR MONTH ENDING
APRIL 30, 2024

ACCOUNT DESCRIPTION	2024 BUDGET	YTD REVENUE
Real Property Tax	\$12,706,294	\$10,447,408
Motor Vehicle Tax	\$740,000	\$380,005
Franchise Tax	\$1,550,080	\$1,201,442
Local Option Sales Tax	\$5,425,000	\$3,207,832
Business & Occupation Tax	\$980,000	\$979,724
Other Taxes	\$2,514,070	\$2,107,155
Licenses & Permits	\$602,100	\$192,959
Charges for Services	\$179,080	\$94,225
Fines & Forfeitures	\$800,000	\$349,920
Other Revenues	\$4,608,000	\$727,982
TOTAL REVENUES	\$30,104,624	\$19,688,652

CITY OF FAIRBURN GENERAL FUND

Summary of Revenues

FOR MONTH ENDING
APRIL 30, 2024

Account Description	2024 Budget	APRIL 2024 Total	YTD Revenue	% of YTD Revenue
Real Property Tax	\$12,706,294	\$57,767	\$10,447,408	82%
Motor Vehicle Tax	\$740,000	\$0	\$380,005	51%
Franchise Tax	\$1,550,080	\$5,236	1,201,442	78%
Local Option Sales Tax	\$5,425,000	\$465,040	\$3,207,832	59%
Business & Occupation Tax	\$980,000	\$150,862	\$979,724	99%
Other Taxes	\$2,514,070	\$102,374	\$2,107,155	84%
Licenses & Permits	\$602,100	\$29,011	\$192,959	32%
Charges for Services	\$179,080	\$15,862	\$94,225	53%
Fines & Forfeitures	\$800,000	\$49,491	\$349,920	44%
Other Revenues	\$4,608,000	\$101,196	\$727,982	16%
TOTAL REVENUES	\$30,104,624	\$976,839	\$19,688,652	65%

CITY OF FAIRBURN GENERAL FUND

Statement of Revenues & Expenditures

FOR MONTH ENDING
APRIL 30, 2024

ACCOUNT DESCRIPTION	2024 BUDGET	YTD EXPENDITURES	% OF BUDGET
Mayor & Council	\$387,170	\$169,126	47%
City Clerk	\$401,350	\$165,739	41%
City Administrator	\$2,746,222	\$1,280,448	61%
Finance	\$1,468,877	\$605,796	44%
Technology	\$1,039,947	\$535,414	51%
Human Resources	\$681,972	\$285,179	42%
Building Operations	\$1,591,603	\$584,461	42%
Court Services	\$774,777	\$352,608	45%
Police	\$5,940,367	\$3,005,812	51%
Fire	\$5,795,853	\$2,359,680	41%
Public Works Administration	\$581,334	\$296,614	53%
Streets	\$2,206,148	\$860,746	40%
Maintenance & Shop	\$238,406	\$106,855	45%
Recreation Programs	\$1,385,013	\$560,397	41%
Inspection & Enforcement	\$887,274	\$272,720	31%
Planning & Zoning	\$676,056	\$203,515	30%
Economic Development	\$420,762	\$211,934	57%
Main Street	\$327,387	\$167,730	54%
Non-Departmental	\$4,662,466	\$0	0%
TOTAL EXPENDITURES	\$32,172,984	\$12,024,773	39%

PROPERTY TAX REVENUE

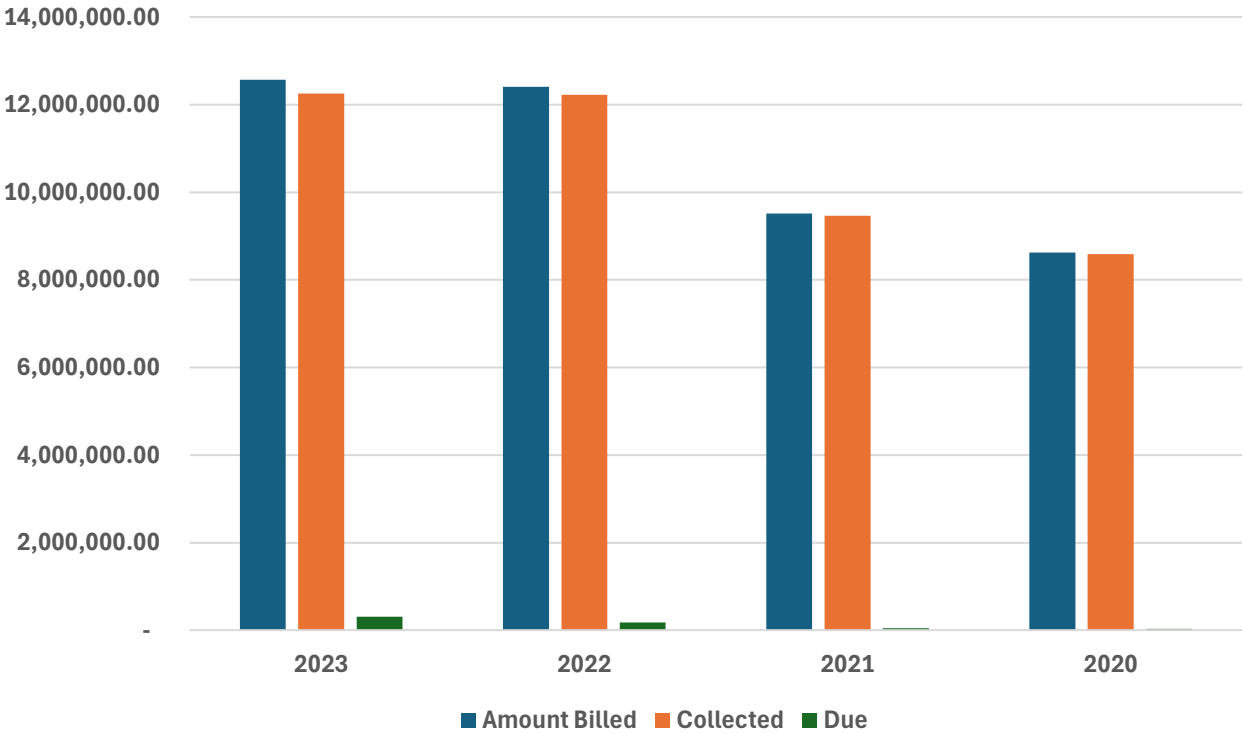
Tax year billing amounts

- ❖ 2023 - \$12,567,979
- ❖ 2022 - \$12,410,555
- ❖ 2021 - \$9,512,984
- ❖ 2020 - \$8,622,031

Tax year collection amounts and rate %

- ❖ 2023 - \$12,257,991 (97.54%)
- ❖ 2022 - \$12,229,856 (98.63%)
- ❖ 2021 - \$9,465,174 (99.50%)
- ❖ 2020 - \$8,588,947 (99.62%)

PROPERTY TAX COLLECTION



CITY OF FAIRBURN ENTERPRISE FUND

FINANCIAL HIGHLIGHT

YEAR TO DATE (YTD) ,
APRIL 30, 2024

1. The City of Fairburn's Enterprise Fund (EF) 7th month of FY2024 operations totals as of April 30th, with \$2M in net cash flow.
2. To date the Enterprise Fund has generated \$12M in Revenue with \$10M in Enterprise Fund Expenditures.
3. As of April 30th, 2024, the City has collected 45% of its YTD budgeted revenues.
4. To date the City has expensed 37% of its budget.

CITY OF
FAIRBURN
ENTERPRISE
FUND

Statement of Revenues

FOR MONTH ENDING
APRIL 30, 2024

ACCOUNT DESCRIPTION	2024 BUDGET	YTD REVENUE
Charges for Services	\$23,245,846	\$12,136,197
Investment Income	\$6,000	\$5,251
Miscellaneous Revenue	\$15,000	\$1874
Other Financing Sources	\$3,966,652	\$26,700
TOTAL REVENUES	\$27,233,498	\$12,170,022

CITY OF FAIRBURN ENTERPRISE FUND

Summary of Revenues

FOR MONTH ENDING
APRIL 30, 2024

Account description	FY2024 Budget	APRIL 2024 Total	YTD Revenue	% of YTD Revenue
Charges for Services	\$23,245,846	\$1,655,956	\$12,136,197	52%
Investment Income	\$6,000	\$1320	\$5,251	88%
Miscellaneous Revenue	\$15,000	\$0	\$1,874	12%
Other Financing Sources	\$3,966,652	26,700	\$26,700	.67%
TOTAL REVENUES	\$27,233,498	\$1,683,977	\$12,170,022	45%

CITY OF FAIRBURN ENTERPRISE FUND

Statement of Expenditures

FOR MONTH ENDING
APRIL 30, 2024

Account description	2024 budget	YTD Expenditures	% of Budget
Water & Sewer	\$11,044,714	\$3,855,660	35%
Stormwater	\$724,462	\$95,079	13%
Electric	\$13,830,810	\$5,514,887	40%
Sanitation	\$1,633,512	\$670,687	41%
TOTAL EXPENDITURES	\$27,233,498	\$10,136,313	37%

QUESTIONS?



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: City Administrator's Monthly Report

ITEM TYPE: Presentation

SUBMITTED: 06/05/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 06/10/2024

DEPARTMENT: City Administrator's Office

BUDGET IMPACT: N/A

PUBLIC HEARING: No

PURPOSE:

City Administrator Presentation to Mayor and Council.

HISTORY:

The presentation is the monthly administrative report to Mayor and Council.

FACTS AND ISSUES:

This presentation is a report on the administrative operations of the City of Fairburn for April 2024.

FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

N/A

ATTACHMENTS:

1. CA Monthly Report APRIL 2024



CITY ADMINISTRATOR'S MONTHLY REPORT

April 2024

FAIRBURN, GA

AUTHORED BY: TONY M. PHILLIPS

Greetings Honorable Mayor & City Council Members,

I have the privilege each month to present a summary of the City's monthly administrative activities. The following are the departmental monthly reports for April 2024. Continuous improvement has been firmly established as a core principle for our staff as we seek to consistently improve city operations across all departments and functions. As public servants we work daily basis to advance and improve service delivery for our residents.

The most valued asset the city of Fairburn has is it's staff. Team Fairburn is made up of women and men who are dedicated, professional, experienced, and place a high value on serving our residents. We have recruited a highly qualified staff. The use of intentional, targeted recruitment and training opportunities have led to success in identifying and hiring staff members who have elevated our service to citizens. The city has maintained a stable and growing financial foundation. Which, in concert with conservative fiscal management, authenticates the city's positive economic outlook. Fairburn is a great city to raise a family, retire, recreate, or build a business/career. We have a list of assets, including but not limited to, proximity to the world's busiest airport, access to major interstate and state highways, a notable status as one of the leading transportation and logistics centers in this region of the country, and a consistently low crime rate.

Transparency is at the very foundation of our municipal services and operations. City also focuses on engagement with our neighborhoods, communities, and local businesses to better understand their needs. Our ever-present goal is to continue to build a safe, inclusive, innovative, and economically vibrant city.

This report summarizes activities for April 2024. Fairburn, under the leadership of the Honorable Mayor Mario Avery, continues its "Fairburn Forward" initiative highlighted by our three R's (Refresh, Rebrand, Renew). Please note the following departmental monthly reports.



Tony M. Phillips, CPM®
City Administrator
Phone: 770-964-2244
Email: tphillips@fairburn.com
<https://www.fairburn.com/>





CITY CLERK

CITY CLERK BRENDA JAMES

APRIL 2024

Department Highlights/Accomplishments:

Received 201 open records request for April – Researched and processed

Collected \$1223.88 payments for Open Records

Processed Mayor and Council Credit Card Request

Processed GMA and other registrations for Mayor and Council

Processed US Conference of Mayors 2024 Registrations

Prepared City Council Meeting Agenda Packets for April 2024

Emailed weekly open request reports to City Attorney, Mayor and City Administrator

Prepared City Council Minutes

Signed all Business & Alcohol Licenses

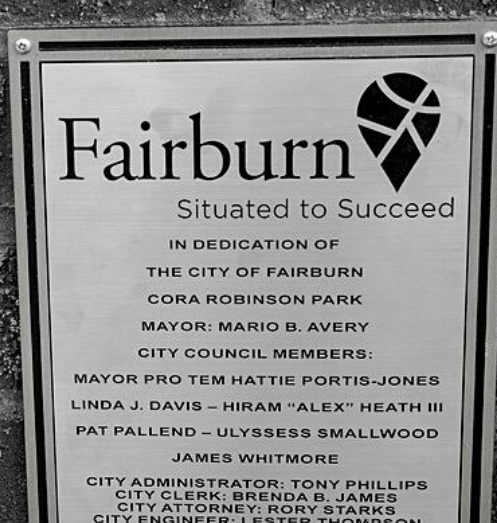
Worked on the State of the City Address Event

Process Per Diem Checks for Council

Process Payment of Invoices

Attend Leadership Meetings

Deputy City Clerk Attends Management Training



Building Operations

DIRECTOR: Dana Smith

APRIL 2024

Department Highlights/Accomplishments:

- Old Campbell Courthouse post fire Asbestos abatement and debris removal is completed. Preliminary engineering reports are complete, and final claim assessment has been received and being evaluated.
- Performed Plumbing upgrades at Fairburn City Center City Administration Bldg.
- Fire Station # 23 Construction is ongoing.
- Network Renovation Equipment is in progress.
- Public Safety Complex Design is in progress.
- Staff Relocation to City Administration Building is complete.
- Liability Insurance Renewal approved with a transition to Self-Insured model.
- Hired a Building Maintenance Superintendent.
- Performed Roof repairs at Utilities and Fire HQ buildings.
- Repaired Overhead door at the Garage.
- Repaired Flagpole at Mayor Avery Park.
- Replaced lights at Municipal Court, and Youth Center.

Department Updates:

- Project Status:
 - City Administration Building renovations are completed.
 - Temporary Fire Station Water Vault installation is scheduled for next month.
 - Emergency generator for City Administration Building, and Fire HQ/FS#22/Youth Center buildings projects are in progress.
 - Emergency generator for Utilities complete, and Fire HQ/FS#22/Youth Center is nearly complete, schedule for the next phase of installation in May.

Upcoming Events/Actions/Meetings:

- Complete Schematic Design of Public Safety Complex.
- Publish RFP for CMAR for Public Safety Complex.
- Publish RFPs for special construction services. Continue next Phase of Network renovations.



COURTS

DIRECTOR: LISA BROWNLEE-MACK

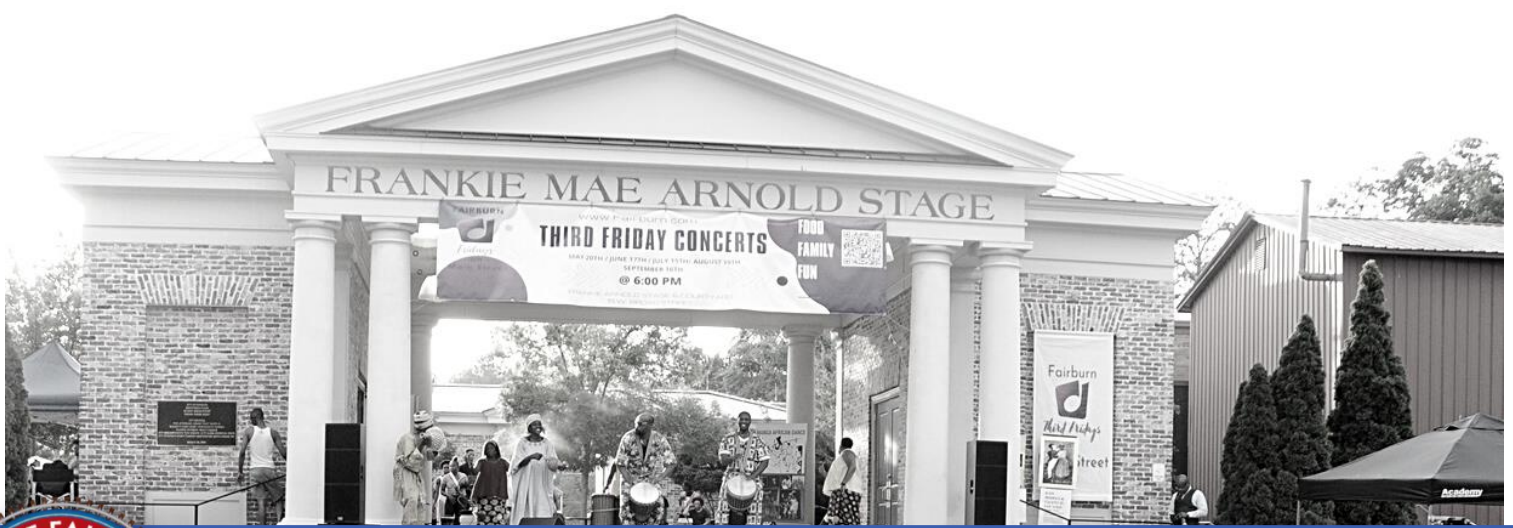
APRIL 2024

Department Highlights/Accomplishments:

- Completed all scheduled court sessions
- Responded to Open Records Requests
- Processed Monthly State Funds Report

Upcoming Events/Actions/Meetings:

- ICJE Municipal Court Clerk's Training
- GABBTA Training
- Continue to review, revise Court forms, fines and SOP.



ECONOMIC DEVELOPMENT

DIRECTOR: SYLVIA ABERNATHY

APRIL 2024

Department Highlights/Accomplishments:

- Kicked off Fairburn's Third Fridays on Main Street with Taste of SoFu, featuring Dottie Peoples, Howard Hewett, Anthony David, and Kimberlye Lattimore.
- Participated in Fulton-Korea International Trade Mission, a week-long economic development tour focusing on igniting international investment in Fulton County, particularly South Fulton, for business expansion and growth. Meeting with more than 12 companies ranging from Bio-Tech, Robotics, AI, Autonomous Technologies, and film production companies.
- Ribbon-cutting and new business grand opening for Meineke.
- Completed installation of Historic Town Square Clock.
- Georgia Renaissance Ren Thursdays kicked off in downtown Fairburn Historic Commercial District with performances by the international artists from the Festival.
- Community Engagement Programs for Georgia Cities and Earth Day:
 - Adopt A Planter Project -Student Presentation to Mayor and Council.
 - Adopt A Planter Project – Community Beautification Ambassadors (CBA)

Department Updates:

- **Second Round – Small Business Development Grants**
- **Economic Development Strategic Plan Update**
 - Public Surveys
 - Planning Consensus Workshop
 - Final Presentation Plan
- **Downtown Expansion**
 - Retail/ merchandising plan development

Project Status:

- **LCI Education Campus Expansion and Connectivity Study**
 - Joint-Venture Education Expansion Project
 - Development Team Meeting
- **Recreational Underpass Project**
 - Artist Selection & Review

Upcoming Events/Actions/Meetings:

- DA/DDA Meeting – Special Called Meetings
 - May 22nd
 - June 26th
 - Fairburn Third Friday Concert Series
 - May 31st – Blues & Soul Festival
 - June 21st – Juneteenth Cultural Event
-

Develop Fulton Launches International Business Development Efforts, Showcasing South Fulton as Prime Hub for Groundbreaking Growth in the U.S.

ATLANTA — A delegation of business leaders and government representatives recently led a week-long economic development tour to Korea with plans to ignite international investment in Fulton County. Develop Fulton, a major collaborator behind the overseas initiative, aims to position the county, particularly South Fulton, as the epicenter of unlocked business expansion opportunities in the United States.

Georgia State Senator and Develop Fulton Chairman Brandon Beach emphasized Georgia's unparalleled reputation as the premier location in the nation for business and economic development. "Fulton County is the nucleus of smart growth that represents an area uniquely positioned to attract major attention for future business development opportunities," said Beach. "This mission-driven trip to Korea taps into growing and emerging industries poised to call Fulton County home."

During the multi-city business development trip from April 20-27, the Fulton delegation engaged in a series of insightful meetings and tours with elected officials and leading business executives across various industries, including logistics, artificial intelligence, biomedical, advanced manufacturing, electric vehicles, and robotics. With a goal to foster strong relationships and showcase the county as a hub for strong business prospects, leaders emphasized Fulton's strategic positioning, diverse industry landscape, skilled workforce, and exceptional quality of life.

"As ambassadors and economic development evangelists for Fulton County, we remain laser-focused on leveraging every opportunity to highlight the countless ways Fulton remains the gateway for growth in our region," said Kwanza Hall, Develop Fulton Vice Chairman. Echoing Senator Beach's sentiments, "We're putting a special focus on highlighting the untapped opportunities that abound in South Fulton. By establishing, building, and nurturing these global business relationships, our hope is for these efforts to yield transformative and historic investments across our county and unlock limitless business opportunities."



Fulton delegates are welcomed by Korean officials during a recent international business trip.

Championed by Fulton County Chairman Robb Pitts, the delegation also included College Park City Councilman Joseph Carn, East Point City Councilman Joshua Butler, and Director of Economic Development for the City of Fairburn Sylvia Abernathy. Pitts shared that the trip to Korea marked an opportunity to forge global connections and explore new possibilities, with the goal of collaboratively shaping a prosperous future for Fulton County.

"Fulton County is the catalyst for growth and economic prosperity across this region and the state of Georgia, and it is incumbent upon us to seek new business prospects, domestically and internationally," said Pitts. "We must remain intentional in our efforts to build on the undeniable momentum that has attracted major corporations and industries to Fulton County. The [signing of our joint MOU](#) marks a milestone in this international business effort."



Fulton delegates from l to r: Develop Fulton Chairman Brandon Beach; Fulton County Chairman Rob Pitts; Develop Fulton Vice Chair Kwanza Hall; College Park City Councilman Joseph Carn; Director of Economic Development for the City of Fairburn Sylvia Abernathy; and East Point City Councilman Joshua Butler.

To learn more about Develop Fulton, visit developfultoncounty.com.

###

About Develop Fulton and Fulton County

Develop Fulton, also known as the Development Authority of Fulton County, delivers diverse, targeted economic development financing services, connecting qualified development projects with taxable and tax-exempt bond financing and tax incentives to diversify the tax base, encourage thoughtful and balanced investment, retain existing businesses, promote job



FINANCE

DIRECTOR: BRYAN STEPHENS

APRIL 2024

Department Updates:

- Business Licenses
 - New Licenses: 10
 - Renewals: 67
 - Outstanding/Pending Unpaid: 317
- New services
 - Electric: 76
 - Water: 63
 - Garbage: 60

Personal Property Tax

- Collected: \$2,967,777
- Outstanding: \$106,152

Real Property Tax

- Collected: \$9,215,085
- Outstanding: \$257,034

Public Utility

- Collected: \$48,884
- Outstanding: \$293,324

Project Status:

- Fiscal year 2022-2023 final ACFR received and posted to website.
- Completed initial SSO/SFTP for PaymentWorks vendor management solution/Kickoff Meeting 5/20
- Presented possible funding options for water infrastructure/supply project and public safety complex
- Updated purchasing policy to include suspension and debarment language

• Upcoming Events/Actions/Meetings:

- a. Preparation of FY24-25 Budget calendar
- b. Purchasing card policy update



FIRE

CHIEF CORNELIUS ROBINSON

APRIL 2024

Department Highlights/Accomplishments:

- “Learn Not to Burn” w/ Captain Pildner for Pre-k and Kindergarten 8-week class at Campbell Elementary.
- Career Day w/ Campbell Elementary
- Lieutenant & Sergeant Evaluation
- Mayor Avery’s State of the City Address
- Georgia Cities Week “Fairburn Fire Department Touch A Truck & Demonstration”
- 911 Communications Meeting
- Automatic Aide Training
- 1 Fire Investigation
- Tiller Truck Training
- Ordinance Letters Sent Out “Residential & Commercial”
- 9 Plan Reviews
- 8 Open Records Request
- Fire Marshall Campbell & Captain Pildner Assist Hapeville Fire Department

Department Updates:

- Quint 21 in progress
- Temp Station in progress
- New Firefighters



General Services

DIRECTOR: GALE HIGGS

APRIL 2024

Department Highlights/Accomplishments:

- 1 Employee of the Month
- 1 Employee of the Quarter

Department Updates:

- Garbage Cans Installed at the Underpass at Cole St and E Campbellton St
- Stop Sign Upgrade on Bay St and Cole St
- Pothole Repairs in Multiple Areas
- Sewer / Gutter / Drain Cleanouts Throughout City
- Sign Replacements in Multiple Areas
- Quarterly Street Sweeping
- Striping on Valleybrook Dr
- Spring Clean Up and Shredding Event

Project Status: Pending

- Spence Rd Sidewalk Repair
- Planting Spring Florals
- Main St Flower Pot Project

Upcoming Events/Actions/Meetings:

- Third Friday Event

HUMAN RESOURCES



HUMAN RESOURCES

DIRECTOR: TALISHA CHAMPAGNE

APRIL 2024

Department Highlights/Accomplishments:



In observance of Women's History Month, the Employee Engagement Team and Human Resources held the 2nd Annual **Women of Impact** event to honor women within the City who have made outstanding contributions within the City. The honorees were:

- Destinee Andrews - Fire
- Jada Berry – Parks & Rec
- Denise Brookins – P & Z
- Ana McClellan – Police
- Shenisha Turner – Gen Serv

Human Resources, along with the Employee Engagement Committee hosted the 2nd quarter **Birthday Social Mixer** to recognize employee birthdays for the months of January 2024 - March 2024.

Birthday recipients were assigned to the following depts: Building Operations, City Admin, City Clerk, General Serv, Fire, Parks & Rec, Police, Public Works, and Utilities.



Department Updates:

- City's Hiring & Turnover stats for April 2024:
 - New Hires – Eight (8) employees
 - Separations – Seven (7) employees
- Upcoming Hiring stats for May 2024:
 - New Hires – Seven (7)

HR Events:

On behalf of City Administration, Human Resources, and the Employee Engagement Team, the following events/departments recognitions were held in April 2024:



- Human Resources and the Employee Engagement Team recognized the Fairburn Electric division of the Utilities Department on April 19th in honor of **National Lineman Appreciation Day!**

Upcoming HR Events/Actions/Meetings

- Human Resources, along with the Wellness Team, will recognize **Mental Health Awareness Month** and **National Women's Health Month** beginning May 1, 2024.
- Human Resources, along with the Wellness Team will host "**Sister Circle Table Talk**" on Wednesday, May 29th from 12:00 noon to 1:00pm.
- Human Resources and the Employee Engagement Team will recognize the Fairburn Police Department in honor of **National Police Week** beginning May 13th.



Information Technology

Manager: Charles Johnson

APRIL 2024

Department Highlights:

- **IT Manager**
- TelcoWiz support
- Fresh Desk IT tickets
- Barracuda Email Protection Monitoring
- COF IT equipment support
- SharePoint and OneDrive support
- Comcast coax failover installs continued
- Network refresh
- KnowBe4 training
- Ricoh printer support
- GC&E new admin building project
- Verizon devices and support
- Admin building access control, cabling, cameras
- Departmental moves to Admin building
- MSP Encompass separation
- COF PD Cellebrite support
- CivicClerk Mass Notification system training
- EyeQ Monitoring support
- COF PD Citizens Police Academy
- GMIS conference registration

Department Highlights:

• Systems Administrator

- Plan implementation of Cisco switches
- Discuss security goals for each firewall
- Phase one of Cisco Switch implementation started
- Finalized IP scheme for network
- Finalized VLANs for the network refresh
- Maintained Both Networks providing a path to all servers
- Implementation of Barracuda complete
- Continue Meraki portal setup
- Track Coax install for all locations
- Identify all static IP devices for the COF
- Backup Network voice and data Verified
- Freshdesk support tickets
- Telecowiz support tickets
- KnowBe4 training
- Discuss network security goals for the COF
- Plan to standardize Ricoh printers for the COF
- Setup Users in the new Admin BLDG voice and data
- Multi-Factor Authentication for all users in progress
- Configure new firewall rules
- Inventory New equipment

IT Support Technician

- Update Inventory IT List
- Setup iPhones and Android phones for new users
- KnowBe4 Training
- Install & Set up Incode
- Install Zultys app and assist users with log in & voicemail
- Removal of Maas360 software from Cell phones
- Reset computers that contained Viruses
- Add/ delete New and Old Users in AD
- Repair Outlook Issues
- Reset Passwords
- Run Updates/Patches on needed Computers
- Installed and Troubleshoot Incode
- Working on Barracuda/account takeovers
- Add emails to whitelist
- Map Printers with drivers
- Collecting Old IT equipment for turn in
- Install Cisco VPN
- Install RMM Remote software
- Create new accounts for new employees
- Set up room meetings in exchange



PARKS & RECREATION

DIRECTOR: CHAPIN SCOTT

APRIL 2024

Department Highlights/Accomplishments:

- Fairburn Bridge Spring Break Camp - 22 youth campers
- Youth Track & Field - 36 youth athletes competed in the GRPA B/C State Championship.
 - 4 State records broken.
 - 26 State Champions
- Georgia Cities Week – April 21st – April 27th
 - 9 events host throughout the City of Fairburn during GA Cities Week
- Youth Council Leadership graduation – April 17th
- Sensational Seniors: Candle Making Class – 27 seniors.
- Weekly Youth programs: Youth Baseball & Football Conditioning
- Weekly Senior programs – Walking Club, Chair Aerobics, Line Dancing, Chair One, Chair Yoga, Bowling League, Bingo

Department Updates:

- Music Education Program – On-going registration
 - Weekly meeting days: Mon., Tues., Wed., Thurs. / 4PM –7PM
- Youth Sports
 - Youth Baseball – 70 participants (Registration full)
 - Youth Football – Registration now open
 - Youth Cheerleading – Registration now open
- Fairburn Youth Council – Grades 8th – 11th
 - Service-Learning Project - May 8th – June 24th.
- Fairburn Bridge Camp Program
 - Summer Camp – 53 participants (Registration Full)
- Fairburn Fall Festival & Parade
 - Save the Date released.
 - Artists booked.
- Fairburn Market Friday's

Dates/Location/ Entertainment

- Friday, June 7th – Frankie Arnold Stage & Courtyard

- Market & Jazz
- Friday, June 28th – Fairburn Park & Ride
 - Market & a Movie
- Friday, July 26th – Fairburn Park & Ride
 - Market & a Movie
- Friday, August 2nd – Frankie Arnold Stage & Courtyard
 - Back to School Jam at the Market
- Duncan Park Pool & Splash Pad
 - Now hiring!
 - Opening Day – Saturday, May 25th

Project Status:

- Park Master Plan –
 - Final version presentation June 10th
- Duncan Park Pool & Splash Pad – Pool Pump Replacement (complete)
 - Replacement needed for Splash Pad Pump (complete)
- 2024 Master Event Calendar – complete
- New basketball goals at the Youth Center – expected installation date TBD.
- Gymnasium lights repaired.
- Football lights repaired.
- Installation of (2) additional cameras at Duncan Park – in process
- Baseball Field 5 – Panel replacement – complete

Upcoming Events/Actions/Meetings:

- Jazz in the Park – May 9th
- Flowerpot Project – May 16th
- Duncan Park Pool & Splash Pad Opening Day – May 25th.
- Legal Aid Forum – May 30th



POLICE

CHIEF ANTHONY BAZYDLO

APRIL 2024

Department Highlights/Accomplishments:

- April 2024 saw a 14% reduction in Part 1 crime compared to April 2023. This makes four straight months of reductions compared to the same months in 2023.
- Coffee with a Cop event at Tim Horton's
- 4/14 – FPD visit to Fulton County 911 for National Telecommunicators week
- 4/30 Georgia Military College Career Fair

Project Status:

- Blue Line Solutions – school zone speed detection cameras
- Annual firearms qualification for entire PD. First half shot 5/07 with second half 5/14

Upcoming Events/Actions/Meetings:

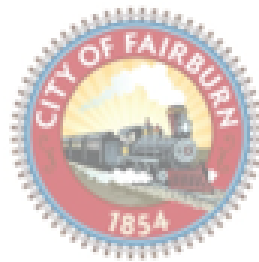
- Organizing a 501c3 for donations to support PD initiatives like Blue Light Christmas, National Night Out



Fairburn Police Department

Anthony Bazydlo

Chief of Police



April 2024 Crime Report Total Part 1 Crime Incidents

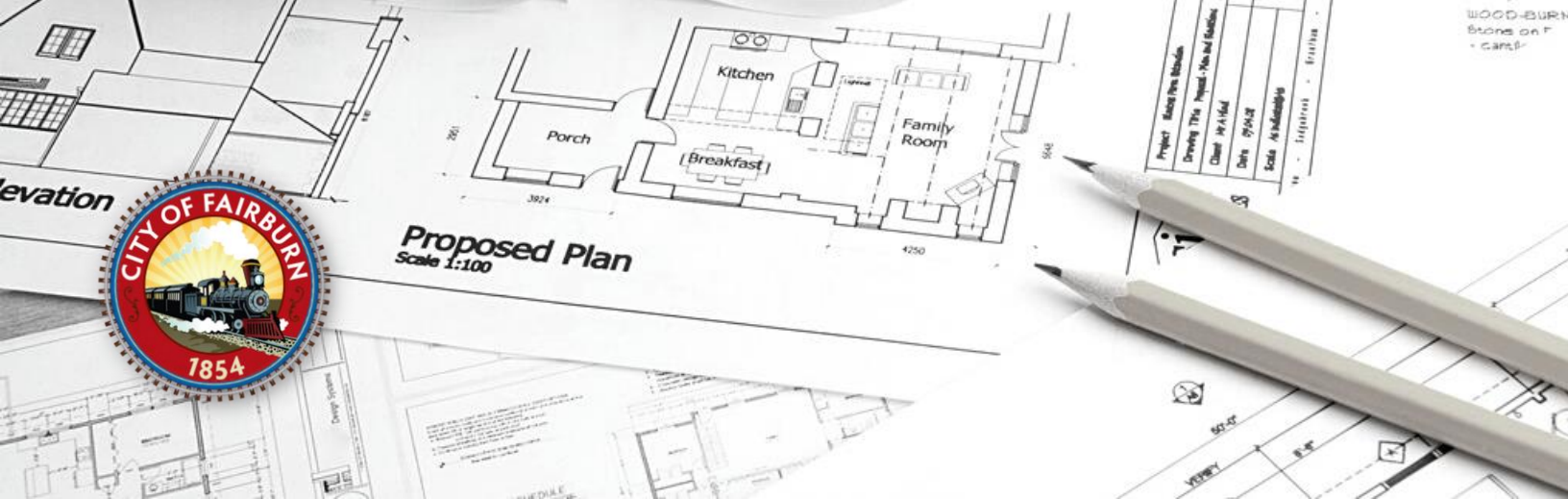
o 2024 YTD	99
o 2023	503
o 2022	351
o 2021	325
o 2020	413
o 2019	590
o 2018	709
o 2017	827

Part 1 crimes are murder, manslaughter, sex offenses, robbery, aggravated assault, burglary, motor vehicle theft, theft, and arson.

<u>Month / Year</u>	<u>Increase / Decrease</u>	<u>Total Part 1 Crimes</u>
January 2024	- 54%	20
February 2024	- 61%	14
March 2024	- 14%	36
April 2024	- 14%	29
January 2023	57%	44
February 2023	80%	36
March 2023	55%	42
April 2023	54%	34
May 2023	20%	41
June 2023	85%	63
July 2023	155%	51
August 2023	32%	45
September 2023	20%	30
October 2023	5.7%	37
November 2023	17.6%	40
December 2023	5%	40
January 2022	7.6%	28
February 2022	- 20%	20
March 2022	- 12.9%	27
April 2022	4.7%	22
May 2022	30.7%	34
June 2022	17.2%	34
July 2022	- 37.5%	20
August 2022	41.6%	34
September 2022	- 3.8%	25

October 2022	40%	35
November 2022	6.2%	34
December 2022	35%	38
January 2021	- 56.9%	26
February 2021	- 7.4%	25
March 2021	- 19.4%	31
April 2021	- 22.2%	21
May 2021	4%	26
June 2021	- 9.6%	29
July 2021	- 14.2%	32
August 2021	- 35.2%	24
September 2021	- 30.5%	26
October 2021	- 39%	25
November 2021	28%	32
December 2021	- 26.3%	28
January 2020	48%	58
February 2020	- 37%	27
March 2020	- 29%	36
April 2020	- 48%	27
May 2020	- 34%	25
June 2020	- 41%	31
July 2020	- 38%	35
August 2020	- 20%	34
September 2020	- 23%	36
October 2020	-19%	41
November 2020	- 39%	25
December 2020	- 11%	38
January 2019	- 54%	39
February 2019	16%	43
March 2019	- 30%	51
April 2019	- 20%	52
May 2019	7%	70
June 2019	- 5%	53
July 2019	- 16%	57
August 2019	0%	43
September 2019	- 22%	47
October 2019	21%	51
November 2019	- 12%	41
December 2019	- 33%	43

January 2018	36%	86
February 2018	- 27%	37
March 2018	73%	73
April 2018	10%	65
May 2018	- 16%	65
June 2018	- 3%	56
July 2018	15%	68
August 2018	- 32%	43
September 2018	- 15%	61
October 2018	- 61%	42
November 2018	- 50%	47
December 2018	- 13%	65
January 2017		63
February 2017		51
March 2017		42
April 2017		59
May 2017		78
June 2017		58
July 2017		59
August 2017		64
September 2017		72
October 2017		110
November 2017		95
December 2017		75



PLANNING & ZONING

DIRECTOR: DENISE BROOKINS

APRIL 2024

Department Highlights/Accomplishments

- The Canopy of Colors art installation will be available for viewing until May 27th.
- The Art Advisory Committee hosted a community art class in celebration of the temporary art installation.
- Black Girls RUN! Fairburn hosted a 5K through the City of Fairburn in honor of Mothers Day, with the finish line located under the Canopy of Colors.
- Code Enforcement officers are starting arborist training

Upcoming Meetings

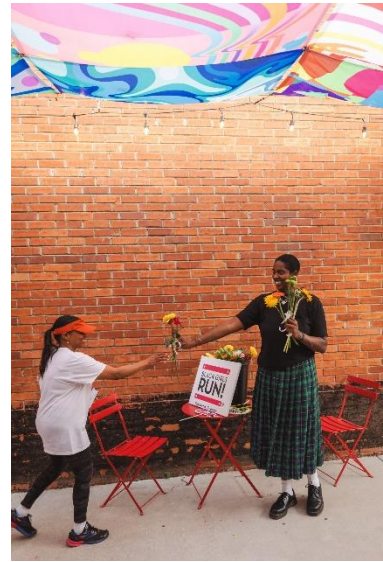
- There is a Planning and Zoning Commission meeting scheduled for June 4 , 2024

Upcoming Plans/Rezoning/Use Permit/Variance Petitions:

- Milo Fisher (Landmark/Poplar Commons)– Rezoning and Variance- Under Review
- GFL – Text Amendment and Use Permit- Under Review
- RaceTrac –Use Permit - Under Review
- Landmark - 214, 224 Senoia Road Subdivision – Plat
- Whataburger - Concept Plan
- Data Center - Bohannon Rd - DRI Under Review
- Package Depot - Concept Plan
- H&H Resort – Golf Course - Concept Plan
- Automotive Rental – Text Amendment

Proposed Text Amendments:

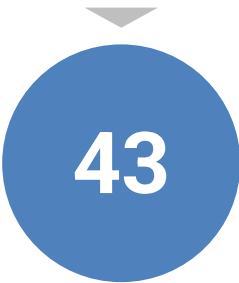
- Community Redevelopment Tax Incentive (Blight Tax)
- Revise the text for prohibited tire treading and recapping uses to add tire repair shops and add a separation distance requirement for automobile repair shops (to include oil change, body repair, and tire repair shops)
- Electric Vehicle Requirements
- Add regulations for patios and uncovered decks to encroach in the required setbacks
- Comprehensive Plan – Amendment request



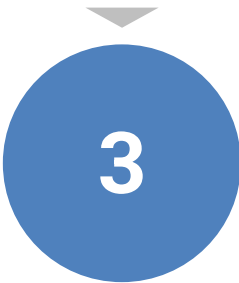
Planning, Compliance, and Building Fast Facts

Building Permits Summary

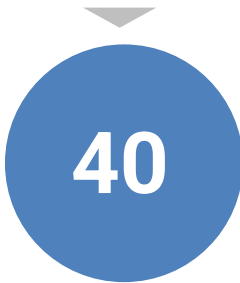
TOTAL PERMITS



COMMERCIAL



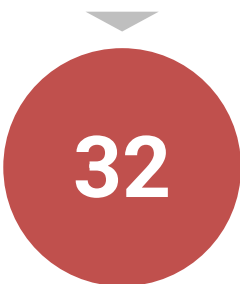
RESIDENTIAL



New Permits:

Most of the permit requests were related to roof permits

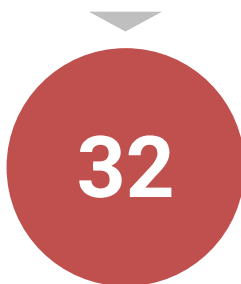
TOTAL CASES



CLOSED CASES



COURTESY NOTICE
(DOOR HANGER)



CODE ENFORCEMENT
TOTAL INSPECTIONS



PRE COURT
INSPECTION AND
CITATIONS



Top Issues

CARE OF PREMISE

TRASH – GENERAL

ABANDONED OR NON-
WORKING VEHICLE

TRASH BINS PUBLIC VIEW

PARKIN ON THE GRASS



POWER TOM HAWKS

APRIL 2024

Department Highlights/Accomplishments:

- The Milam and Landrum Road lighting projects have been initiated by Coweta Fayette E.M.C./ (April 3rd)
- The Power Department located and initiated emergency repair to a major underground power line feeding the Evergreen apartment complex/ (April 5th)
- The Power Department team has received the E.C.G. Platinum Jeff Cook Safety award, this is consecutive and elevated from the Silver award received last year/ (April 11th)
- 3phase contractual business revenue meter testing begins/ (April 23rd)
- The Power Department team installed and energized the Verdin Clock at the City Center/ (April 25th)
- The Power Department team installed new underground electric distribution services at 1120 and 1130 Avalon Terrace/ (April 26th)
- The Power Department team completed 29 work orders this month.
- The Power Department team has received the Electric Cities of Georgia Platinum, Jeff Cook Safety Award.
- The Power Department team organized and inventoried all underground distribution supplies/ Evergreen subdivision infrastructure supplies were ordered/ (April 1st.)
- The 300 KVA transformer was prepared for the Mini Storage at 156 Jonesboro Road/ The Evergreen subdivision street lighting was ordered/ Voltage checks were performed at 297 Senoia Road/ (April 2nd)
- Meeting with Foreman Lineman/ Oakley streetlight project continued/ Milam Road Street lighting project finalized/ Landrum Road Street Lighting design approved/ Leadership meeting/ (April 3rd)
- Oakley lighting project continues/ Meeting with Lineman Foreman/ Meeting with Coweta Fayette engineering/ (April 4th)
- The Power Department completed emergency repair of primary wire at Evergreen Apartments/ Tested the new Generator at 106 Howell Avenue/ (April 5th)
- Initiated a planned outage at 149 West Broad Street for Generator installation/ (April 6th)
- Meeting with the Lineman Foreman/ Meeting with Utility Leadership/ Repaired damaged terminating cabinet at 5000C Bohannon Road/ Meeting with Administration at the City Center/ (April 8th)

- Meeting with the Lineman Foreman/Meeting with the Community Development Director/Pre- Bid meeting with the Procurement Manager/Verdin Clock received at 106 Howell avenue/Completed tractor and bushhog maintenance/Konex training with Administration/(April 9th)
- Fleet maintenance/Pad mount transformer inventory performed/Planning and Zoning meeting/(April 10th)
- The Power Department repaired storm damage/ECG Platinum Safety Award received by the Power Department team/GMA leadership class/Terex green truck arrived for demonstration/(April 11th)
- Meeting with the Lineman team/3rd Friday meeting/Meeting with Joint Venture committee/Inspected Evergreen subdivision road crossings/(April 12th)
- Clearing Right of Way on Milam Road/Joint Venture meeting with Administration/Meeting with Cintas/Meeting with the Lineman Foreman/Attended the Mayors State of the City address/(April 15th)
- Clearing Right of Way on Milam Road/221 Fairburn Industrial Road re-energized/Meeting with Utility Finance Manager/(April 16th)
- Clearing Right of Way on Milam Road/Leadership meeting/(April 17th)
- Meeting for 3rd Friday event/Repaired service line at 72 Bay Street/Right of Way clearing on Milam Road/(April 18th)
- Meeting with the Sunbelt generator vendor/Final meeting for event staff/Fleet maintenance performed/(April 19th)
- Terex green truck demonstration for staff/Fleet bucket trucks dielectric tested ,all passed/Meeting with Administration post 3rd Friday/Meeting with Human Resources/Contractor begins annual 3 phase meter testing/(April 23rd)
- Meeting with Lineman Foreman/Verdin Clock installed/Leadership training class/(April 25th)
- Meeting with ECG/Meeting with Power Department team/Meeting with Procurement Manager/Fleet maintenance/New services installed at 1120,1130Avalon Terrace/(April 26th)
- Oakley Industrial lights/Moving to 56 South West Malone Street/(April 29th)
- Limble Facilities meeting/ Special Administration meeting/Meeting with ECG for Evergreen development materials list/(April 30th)



PUBLIC WORKS

DIRECTOR: LESTER THOMPSON

APRIL 2024

Department Highlights/Accomplishments:

IFB # 24-009 – Gullatt Road, Cleckler Road, and McLarin Road Full-Depth Reclamation Project was put out to bid on April 3rd, 2024.

The Bid Opening date for the City-Wide LMIG/TSPLOST Resurfacing Project (IFB# 24-006, Roadway Improvements on Various City Roads) was April 10th, 2024.

The Bid Opening date for IFB# 24-007, the Golightly Rain Garden & Greenspace Project was April 10th, 2024.

Participated in the I-85 at Gullatt Road Interchange Justification Report (IJR) Monthly Status Update Meeting on April 15th, 2024.

The City of Fairburn's Local Issuing Authority (LIA) Monthly Reports for the months of February 2024 and March 2024, respectively, were submitted to the Georgia Soil & Water Conservation Commission (GSWCC) and the Fulton County Soil and Water Conservation District on April 15th, 2024.

Participated in the Monthly Project Team Meeting for the I-85 @ SR 74/Senoia Road Interchange Project on April 16th, 2024.

Participated in the Fulton County Soil and Water Conservation District Meeting on April 16th, 2024.

Participated in the South Fulton CID Board Meeting on April 19th, 2024.

A Local Road Assistance Administration (LRA) Grant Award from the Georgia Department of Transportation (GDOT) for \$270,319.11 was received on April 23rd, 2024.

Department Updates:

Permit Type	Number Issued
-------------	---------------

Right-of-Way Encroachment Permits	1
Timber Harvesting Permits	0
Clearing & Grading Permits	0
Land Disturbance Permits (LDPs)	3

Project Status:

Community Development Projects Plans Under Review			
Strack Shop	105 Laser Industrial Court	Site Development Plans	Distributed for review on 04/26/2024.
Strack Office Rebuild, Lot 1, 3 Story Building	Laser Industrial Court	Site Development Plans	Distributed for review on 04/26/2024.
Meribel Townhomes	John River Road	Site Development Plans	Revision 2 comments provided on 04/15/2024.
Chick-fil-A	Renaissance Parkway	Site Development Plans	Comments on Revision 1 provided 04/30/2024.
Strack Development 54" Pipe Extension	Howell Avenue	Site Development Plans	Plans approved on 04/03/2024.
Cury Bend Development 114 Single-Family Detached Residential 126 Townhomes	Johnson Road/Seneca Road	Site Development Plans	Comments on Revision 2 provided 04/12/2024.
Shugart Farm 2A – Collinsworth Connector; Roadway Project	Johnson Road, near 7190 Johnson Road	Site Development Plans	Revision 1 plans approved on 04/16/2024.
Vickers Point Subdivision	Vickers Road (at the intersection of Beverly Ingram Parkway/ SR 138)	Site Development Plans	Comments on Revision 3 provided on 08/09/2023.
South Park Building C	Whitewater Place; 7760 Spence Road	Site Development Plans	Revised plans approved 05/11/2023.

Community Development Projects Under Construction		
Project Name	Permit Type	Permit Issuance Date
Strack Dev. 54" Pipe Ext.	Land Disturbance Permit	LDP issued 04/24/2024.
Living Word Church	Land Disturbance Permit	LDP issued 04/12/2024.
Buckingham Fairburn Warehouse (Google) 1000 Logistics Center Drive	Land Disturbance Permit	LDP issued 04/02/2024.

Fire Station #23 5650 Milam Road	Land Disturbance Permit	01/05/2024
Nestle Purina Petcare, Roadway and Drainage Improvements 5001 Fayetteville Road	Land Disturbance Permit	12/05/2023
Trillium Reserve Subdivision Fayetteville Road (between Edelweiss Drive and Trotters Farm Road)	Land Disturbance Permit	10/31/2023
Bohannon Road Training Center	Land Disturbance Permit	10/19/2023.
Evergreen Subdivision Elder Street (near Vickers Road & Strickland Street)	Land Disturbance Permit	06/13/2023
Copart, Inc. – Fairburn 6737 Roosevelt Highway	Land Disturbance Permit	06/12/ 2023
Mini Storage Depot at Fairburn 156 Jonesboro Road (near Heath Street & Beverly Engram Parkway)	Land Disturbance Permit	05/31/2023 Plan revision R-4 approved on 02/05/2024.
Oakmont Bohannon 621 Bohannon Road	Land Disturbance Permit	05/24/2023
Renaissance Parkway Phase II ~ Sanitary & Stormwater Construction Renaissance Pkwy (between the proposed Popeye's & the Fairburn Park & Ride Lot)	Land Disturbance Permit	02/22/2023
Ren Park Apartments 7000 Renaissance Parkway	Land Disturbance Permit	11/10/2022
Package Depot Plaza 7895 Senoia Road	Land Disturbance Permit	04/12/2022 Comment on revised as-builts provided on 04/16/2024.
Fern Dale Subdivision Virlyn B. Smith Road (east of the Georgia	Land Disturbance Permit	03/31/2021 Phase 1 (69 Lots): Home construction initiated 03/04/2024.

Renaissance Festival, across from Victoria Estates) 171 Lots		Phase 2 Preconstruction Meeting conducted 04/23/2024.
Legend Creek Subdivision Off White Mill Road, near Rivertown Road	Land Disturbance Permit	The original LDP was issued on 10/15/2020. The revised Site Development Plans (R-9) were approved 03/16/2023. The permit has expired due to more than six months of inactivity.

Public Works/Capital Improvement Projects Under Design			
Project Name	Design Firm	Current Phase	Let Date
Roadway Improvements on Various City Roads	In-House	Letting	March 6 th , 2024 Bid Opening Date 04/10/2024.
CDBG, Golightly Rain Garden & Greenspace Project	Pond & Company	Letting	March 6 th , 2024 Bid Opening Date 04/10/2024.
Gullatt Road, Cleckler Road, and McLarin Road Full-Depth Reclamation Project	Southeastern Engineering, Inc.	Letting	April 3rd, 2024
Park Road Extension/Duncan Park Secondary Access Road	Southeastern Engineering, Inc.	Preliminary Engineering/ROW Acquisition	June 12 th , 2024 (anticipated)
I-85 @ SR 74/Senoia Road Interchange Project (PI#0007841) *	TranSystems Corporation	Right-of-Way Acquisition/Final Design	Management Let Date: August 16th, 2024
Oakley Industrial Boulevard Roadway Extension	Southeastern Engineering, Inc.	Preliminary Engineering	October 30 th , 2024 (anticipated)

- * **The I-85 @ SR 74/Senoia Road Interchange Project currently has fifty-nine (59) parcels; the preliminary parcel count was fifty (50) parcels. GDOT has closed on fifty-eight (58) parcels, and the final one (1) is pending condemnation.**

The let date has been shifted out from June 21st to August 16th, 2024 to allow for the required project certifications:

Right-of-Way Certification, Utility Certification, Environmental Certification (History, Archaeology, Ecology, Air/Noise)

- The Final Bridge and Wall Plans were approved by the State Bridge Engineer, Donn Gigamon, P.E. on April 11th, 2024.
- Responses to Final Field Plan Review (FFPR) Inspection Report comments accepted by Erik Rohde, P.E., State Project Review Engineer, Office of Engineering Services on April 17th, 2024.

Public Works/Capital Improvement Projects Under Construction			
Project Name	Design Firm	Contractor	Notice to Proceed Date (NTP)/Completion Date
Downtown LCI Streetscape (19-005/PI#0012636)	Stantec	Precision 2000, Inc. (P2K)	Project restart date: September 11 th , 2023. Substantial Completion: February 26 th , 2024. Final Completion: April 26 th , 2024. Final Inspection scheduled for May 1st, 2024.

Upcoming Events/Actions/Meetings:

- It is anticipated that the Contract Award for the City-Wide LMIG/TSPLOST Resurfacing Project (IFB# 24-006, Roadway Improvements on Various City Roads) will be presented at the May 13th, 2024 City Council Meeting.
- It is anticipated that the Contract Award for IFB# 24-007, Golightly Rain Garden & Greenspace Project will be presented at the May 13th, 2024 City Council Meeting.
- The Bid Opening date for IFB # 24-009 – Gullatt Road, Cleckler Road, and McLarin Road Full-Depth Reclamation Project is May 8th, 2024. It is anticipated the Contract Award will be presented at the June 10th, 2024 City Council Meeting.



REVENUE ADMINISTRATION

DIRECTOR: ALVIN COLBERT

APRIL 2024

Meetings:

- Weekly Utility Department budget review meeting.
- Meeting to discuss Integrated Resource Plan/Projected Operating review
- Fairburn Utilities Monthly Progress.
- Water meter maintenance, upgrade, and purchasing near-term strategy.
- Collaborative discussions between Utilities and Planning and Zoning, respecting the new construction process, and the possibility of Revenue Administration assuming responsibility for collection of all utility related fees associated with new construction (e.g. water/sewer tap fees, temporary power fees).
- Continued daily in-office operations discussions, including review of the importance of the division's collective (and staff individually), to the success of the Utility and more broadly the City of Fairburn and its citizens..
- Met with the Utility Manager for Water/Sewer, and the Electric Superintendent to discuss current and future projects, and the need to short-term (5yr) Strategic Plan for a more meaningful and effective budgeting process.
- Attended the Mayor's State of the City Address.
- Meeting with Black Mountain Software to review potential ERP solutions
- Monthly meeting with Assistant City Administrator to discuss Revenue Administration operations.
- Interview Panel for the hiring of a Receptionist for Utility Department.

Training:

- Began the process of training a Utility Revenue Clerk to assume some of the duties of the Utility Coordinator
- Accelerated cross-training of Utility Revenue Clerks to mitigate the impact of the long-term absence of the Utility Coordinator.

Tasks:

- Suspended bi-weekly 1-hr training sessions for Utility Revenue Administration due to staffing shortages.
- Daily assessment of office space and needs assure office equipment and supplies are adequate to support the final move of remaining utility staff to 56 Malone St.
- Continued budget review, after Council approval of Mid-Year budget request to cover unexpected expenses.

Revenue Transactions:

- More than 5,000 total transactions (5,856 - \$2,751,547.30)
 - 2,128 in-office transactions
 - 427 in-office credit card transactions
 - 1,583 in-office check transactions
 - 338 in-office cash transactions
 - \$14,416.50 in credit card fees collected (City savings)
 - Two credit card chargebacks/returns

Special Accomplishments and Recognition:

- For most of the month of April the staff of Revenue Management operated with a two FTE shortage (Utility Coordinator and Utility Receptionist).
 - While it is typical to make changes and adjustments to address staffing anomalies, this situation has been unique.
 - Only three of five staff members remained
 - Only one staff member has more than a year's experience
 - Two of the remaining staff members have a combined experience of less than five months.
- The following staff members deserve special recognition, for stepping in to ensure the customers of COF were not negatively impacted by the staffing shortages we experienced.
 - Erica Allen
 - Chante Gilliam-Drew (January 2024)
 - Amikhael (Michala) May (March 2024)

Extra Special Recognition for Chante Gilliam-Drew for accepting a “learn of the fly” approach and assuming many of the duties of the missing Utility Coordinator.



UTILITIES

DIRECTOR: QUAKITA LANE

APRIL 2024

Department Highlights/Accomplishments:

Meetings:

- Meeting with the Assistant City Administrator to discuss departmental topics and pending projects with the Utility Administration Team.
- Meeting with Assistant City Administrator, Planning & Zoning Director, and Utilities Leadership Team to discuss cross-functioning tasks between each area, to improve operations.
- Meeting with City Administrator's Office, Incode Technologies' Leadership Team, Energy Partners & some key Fairburn Leadership team members, to discuss the plan for the *special* bill incentives offered by Mayor Avery.
- Follow-up meetings with the City Leadership Team, along with Incode & Energy partners to finalize the logistics for the 10% incentive on utility bills.
- Utility Billing System demo for "Black Mountain Software".
- Brief meeting held with the representatives of "BS&A Software", regarding an onsite review of their financial/billing system.
- Meeting held with the Assistant City Administrator, Finance Director, & Utilities Leadership Team to discuss the final phase of the Utility Assistance Program.
- Meeting with the Datamatx Team, Fairburn IT Team and myself, to discuss changing the bill format over to an XML format, which allows us to have more bill customization.

Interviews:

- Panelist for the Utilities Receptionist position.

Training:

- Mass Notification System – Civic Ready Super Admin. Training
- Limble Facilities & Events Request Portal
- Intermedia Contact Center – Admin. Training
- Supervisory Leadership Training (April 11th – Roles of a Supervisor, Strategic Planning, Management & Evaluation)
- Supervisory Leadership Training (April 25th – Workplace Safety, Security and Wellness, Communicating with Employees)

Tasks:

- Sent out the daily “CART NOT OUT” lists from Amwaste (trash vendor) to the Utilities Administration Team.
- Gathered responses and statistical data for bill proration options, due to the rate increases imposed in January 2024.
- Communicated with customers regarding voltage check updates, per request.
- Generated static reports from Billing system to provide to our energy partners/consultants for *special* bill incentive projects.
- Created a Utilities Team Contact Listing for the Leadership Team.
- Revised the Standard Operating Procedures for temporary power, water, sewer, and irrigation taps.
- Worked closely with Senior Account (Stephanie) to review and make any appropriate changes to the G/L accounts in Incode, related to utility billing refunds.
- Researched, investigated, and gathered meter details for customers (city-wide), related to consumption history and bill amounts.
- Identified and redrafted several necessary changes related to departmental items on the City’s website. Forwarded information to Communications Team.
- Worked closely with the contractor John Stein to compile data for the yearly electric meter test sites.
- Drafted and created the robocall transcript for a boil water advisory and lift.
- Rated vendors for the Utility Assistance RFP packet.
- Worked closely with Incode Support to test the calculations for the “one-time” 10% credits provided to all residential utility customers.
- Worked closely with the Billing Team to identify, correct, and process utility billing updates on residential/commercial accounts.
- Sent over daily requests to the GFL Leadership Team for the removal of old recycling and waste carts throughout the City.
- Sent out email correspondence with utility updates on all “high-level” billing matters.
- Submitted troubleshooting tickets to IT Support via email.
- Submitted the monthly report for March 2024.
- Reviewed and approved bi-weekly timecards for payroll.



WATER & SEWAGE

MANAGER: JOHN MARTIN

APRIL 2024

Department Highlights/Accomplishments:

- Department Leadership Meeting-Conference Room #115-City Administration Building (April 3)
- Microsoft TEAMS Meeting: Fairburn Utilities Monthly Progress Meeting (April 4)
- Water Meters Discussion-City Administrator's Office (April 8)
- Utility Meeting-Conference Room #115-City Administration Building (April 8)
- Attended GAWP Spring Conference & Expo (Dalton, GA)-(April 9-10)
- Session 2: Roles of a Supervisor/Session 5: Strategic Planning, Management, and Evaluation-Betty Hannah Building (April 11)
- Inspected 7980 Spence Road-Detention Pond (April 12)
- Microsoft TEAMS Meeting: Fairburn Third Friday (April 12)
- Participated in Fairburn Third Friday-Concert (April 19)
- On-site Meeting with contractor and engineers for Castle Way Drive (April 19)
- Microsoft TEAMS Meeting: JV Development Meeting w/the City Administrator (April 15)
- Participated at Mayor Avery's VIP Pre-Reception and State of the City Address-Open Word Christian Ministries (April 15)
- Zoom Meeting: City of Fairburn Demo Black Mountain Software w/Todd & Teresa (April 16)
- Panasonic Toughbook Presentation-Utilities Conference Room (April 17)
- Department Leadership Meeting: Conference Room #115-City Administration Building (April 17)
- Third Friday Concert Series-Volunteer Walk Through Meeting-Fairburn City Center (Front Stage) (April 19)
- Water and Sewer Division Meeting w/Assistant City Administrator (April 22)
- Microsoft TEAMS Meeting: Ferndale Phase 2-Preconstruction Meeting (April 23)
- Fulton County/Fairburn Service Area-Discussion of Sewer Capacity, IGA, and Flow-Conference Room #115 (April 23)
- Session 9: Communicating with Employees/Session 15: Workplace Safety, Security, and Wellness-Betty Hannah Building (April 25)

- Microsoft TEAMS Meeting: City of Fairburn & Gordian (April 30)
- Microsoft TEAMS Meeting: Limble Facilities and Events Request Portal (April 30)
- Special Called Meeting-City Council Meeting (April 30)

WATER, SEWER, & STORMWATER

FOG (Fats, Oils, & Grease):

- Identifying all commercial & EXEMPT FOG customers- (On going)
- (10) FOG permits issued (April 2024)
- April 2024 FOG collections amount: \$2,006.25

Department Updates:

- Backflow/Cross Connection Program-Software training (*on going progress*)

WATER & SEWER STATS						
MONTH OF APRIL						TOTAL
METER MAINTENANCE	6		49			55
PUMP STATION CHECK			14			14
VERIFY METER INFO	1	9				10
HYDRANT FLUSH	3	32	8			43
WATER METER INSTALL	6	1	5			12
SEWER BACK UP		2	1			3
INSTALL ERT	15	25				40
CHECK FOR LEAKS	7	7				14
TURN WATER OFF	2					2
LOCATE WATER METER	1	3				4
ACTIVATE METER		52				52
VALVE MAINTENANCE		3				3
REPLACE WATER METER BOX			11			11
PUMP OUT WATER BOX						
CHECK WATER METER						
SEWER JET	1	5	1			7
CHECK STORM DRAIN	3	4				7
RE READ METER	1	8				9
CHECK LOW PRESSURE	2	1				3
LOCK WATER METER						
CHECK SINKHOLE						
REPLACE LID	2					2
TOTAL	50	152	89			291

Project Status:

- Lift Station Project-(*SCADA system training*) (*Completed*)

Upcoming Events/Actions/Meetings:

- Review meter details for new developments and renovations- (*In progress/97% completed*)