



LAWRENCEVILLE

GEORGIA

CITY COUNCIL WORK SESSION AGENDA

Wednesday, October 11, 2023
5:30 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Discussion of General City Business

There is no public comment during this section of the agenda unless formally requested by the Mayor and the Council.

- [1.](#) RZR2023-00020; City of Lawrenceville; 360, 342, & 328 N Perry Street; 112 W Oak Street; 287, 247, 248, 288, 344, & 372 N Clayton Street; 145 & 164 Oak Street; 269, 292, 386, 407, & 409 Chestnut Street
- [2.](#) SUP2023-00082; Reece Plumbing; 125 Park Access Drive
- [3.](#) An Ordinance to Amend the Zoning Ordinance, ARTICLE 1; Districts
- [4.](#) An Ordinance to Amend the Zoning Ordinance, ARTICLE 2; Supplemental Regulations
- [5.](#) An Ordinance to Amend the Zoning Ordinance, ARTICLE 6; Architectural and Design Standards
- [6.](#) An Ordinance to Amend the Zoning Ordinance, ARTICLE 10; Definitions
- [7.](#) Purchase of Natural Gas Materials on a Six-Month Contract
- [8.](#) Purchase and Installation of Itron Electric Meters

- [9.](#) Resolution of the City of Lawrenceville in support of the application for a roadside enhancement and beautification council grant through the Georgia Department of Transportation
- [10.](#) Employee Health Insurance Renewal
- [11.](#) Lions Club Lease Agreement
- [12.](#) Approve Contracts of ReCAST Sub-Recipient Partners, ReCAST Program Director and ReCAST Program Manager Salary Increase
- [13.](#) Discussion on Economic Development Incentive Policy

Executive Session - Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

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AGENDA REPORT

MEETING: CITY COUNCIL WORK SESSION

AGENDA CATEGORY: GENERAL DISCUSSION

Item: RZR2023-00020; City of Lawrenceville; 360, 342, & 328 N Perry Street; 112 W Oak Street; 287, 247, 248, 288, 344, & 372 N Clayton Street; 145 & 164 Oak Street; 269, 292, 386, 407, & 409 Chestnut Street

Department: Planning and Development

Date of Meeting: Wednesday, October 11, 2023

Applicant Request: Citywide Rezoning of properties to be consistent with their current use

Presented By: Todd Hargrave, Director of Planning and Development

Department Recommendation: **Approval**

Planning Commission Recommendation: **Table to November Public Hearing**

Summary: The Planning and Development Department requests the rezoning of an approximately 5.96-acre area consisting of seventeen (17) separate parcels in the area bounded by Born Street to the north, North Perry Street to the west, West Pike Street to the south, and Buford Drive to the east, colloquially known as North Downtown Lawrenceville (NDTL). The proposed city-initiated rezoning is from BGC (Central General Business District), BG (General Business District), and ON (Office Neighborhood District) to RS-60 (Single-Family Residential District) to bring the zoning in line with the current land use of the area; that is, single-family homes. The properties are all currently developed with single-family residential dwelling units.

Attachments/Exhibits:

- **RZR2023-00020_Report**

- **RZR2023-00020_Planning and Development recommendations**
- **RZR2023-00020_Aerial map (1:2,750)**
- **RZR2023-00020_Aerial map (1:5,500)**
- **RZR2023-00020_Character area map (1:2,750)**
- **RZR2023-00020_Character area map (1:5,500)**
- **RZR2023-00020_DDA map (1:2,750)**
- **RZR2023-00020_DDA map (1:5,500)**
- **RZR2023-00020_Zoning map (1:2,750)**
- **RZR2023-00020_Zoning map (1:5,500)**



LAWRENCEVILLE

Planning & Development

CASE NUMBER: RZR2023-00020

APPLICANT: TODD HARGRAVE

CONTACT: TODD HARGRAVE

PHONE NUMBER: 678.407.6583

LOCATION(S): 360, 342, & 328 N PERRY ST; 112 W OAK ST; 287, 247, 248, 288, 344, & 372 N CLAYTON ST; 145 & 164 OAK ST; 269, 292, 386, 407, & 409 CHESTNUT ST

PARCEL ID(S): R5146B009, R5146B010, R5146B011, R5146B015, R5146B029, R5146B028, R5146B051, R5146B049, R5146B046, R5146B045, R5146B061, R5146B059, R5146B058, R5146B086, R5146B083, R5146B081, & R5146B080

APPROXIMATE ACREAGE: 5.96

ZONING PROPOSAL: VARIOUS TO RS-60 (SINGLE-FAMILY RESIDENTIAL DISTRICT)

PROPOSED DEVELOPMENT: SINGLE-FAMILY RESIDENTIAL DWELLING UNIT

DEPARTMENT RECOMMENDATION: **APPROVAL WITH CONDITIONS**



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VICINITY MAP





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ZONING HISTORY

With the exceptions of 145 and 164 Oak Street as well as 288 North Clayton Street, the subject properties have retained the same zoning classifications since 1960 (BGC and BG). 145 and 164 Oak Street were rezoned from RS-120 (Single Family Residential District) to ON (Office Neighborhood District) at an undetermined date between 1987 and 2002. 288 N Clayton was rezoned from BGC (Central General Business) to RS-150 (Single Family Residential District) in 2016, and then was rezoned back to BGC in 2020.

PROJECT SUMMARY

The Planning and Development Department requests the rezoning of an approximately 5.96-acre area consisting of seventeen (17) separate parcels in the area bounded by Born Street to the north, North Perry Street to the west, West Pike Street to the south, and Buford Drive to the east, colloquially known as North Downtown Lawrenceville (NDTL). The proposed city-initiated rezoning is from BGC (Central General Business District), BG (General Business District), and ON (Office Neighborhood District) to RS-60 (Single-Family Residential District) to bring the zoning in line with the current land use of the area; that is, single-family homes. The properties are all currently developed with single-family residential dwelling units.

SURROUNDING ZONING AND USE

The surrounding area is mostly characterized by single-family homes, with many of these structures used as commercial offices. Most are currently zoned BGC regardless of whether they are being used in a commercial or residential capacity, though there is a cluster of single-family homes on RS-150 parcels around the intersection of Oak and Chestnut Streets. The southern end of the North DTL study area is more commercial in nature, composed mostly of businesses occupying older structures that encourage walkability. The historic courthouse on the square anchors the area to the south. There is also a singular multifamily structure in this area, on a parcel zoned RM-12 (Multifamily Residential District). Along Buford Drive to the west, there are more automobile-oriented businesses on parcels zoned BG. To the north, the parcels along Born Street have similar zoning and uses as well as



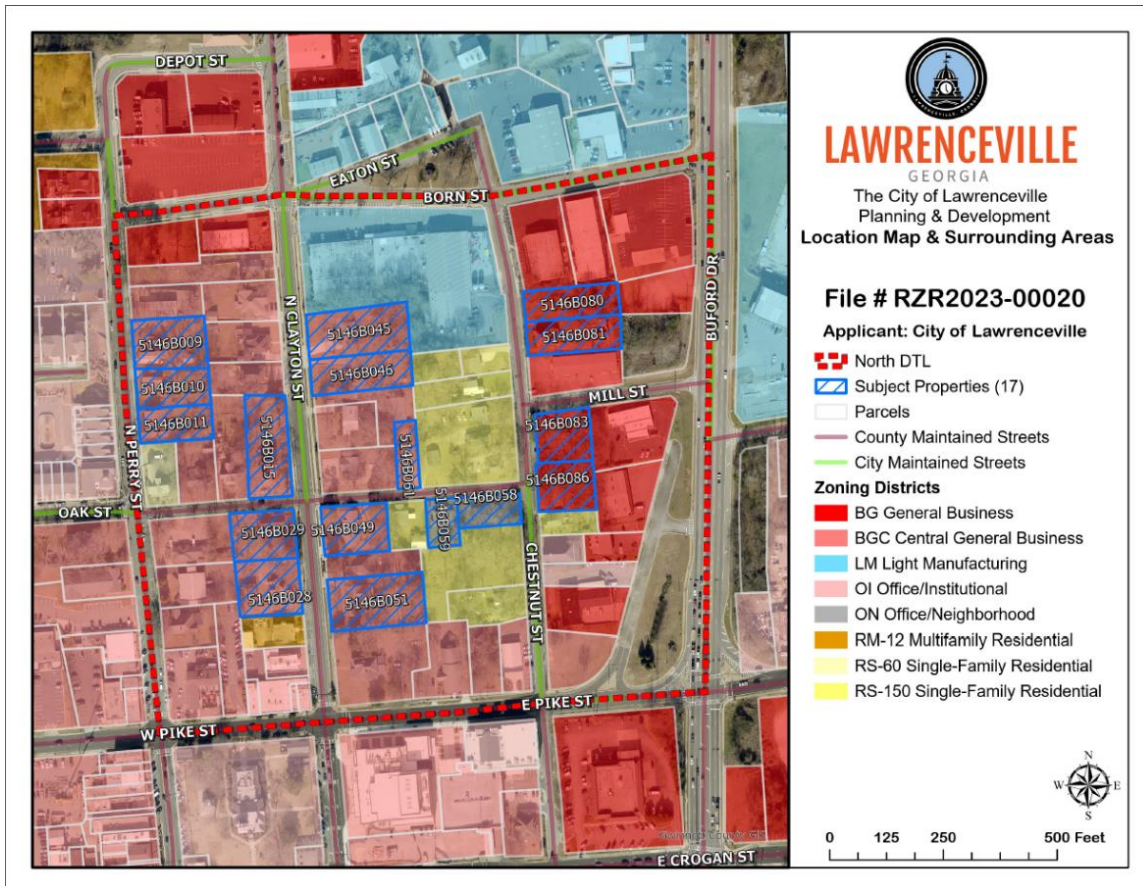
LAWRENCEVILLE

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industrial uses towards the freight rail corridor to the north; this includes the Ironshield Brewery within the North DTL study area.

Though the proposed request to rezone the properties to RS-60 may not necessarily be consistent with the established zoning pattern of the area as-is, it would be consistent with the established development and land use patterns within the area, which consist of predominately single-family residential dwelling units. Such a rezoning has recent precedent in the area; in November 2022, City Council approved the rezoning of 190 Oak Street (within the study area) to RS-60, and in June 2023, they approved the rezoning of 335 Oak Street and 255 West Pike Street to the same zoning district as proposed.

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP





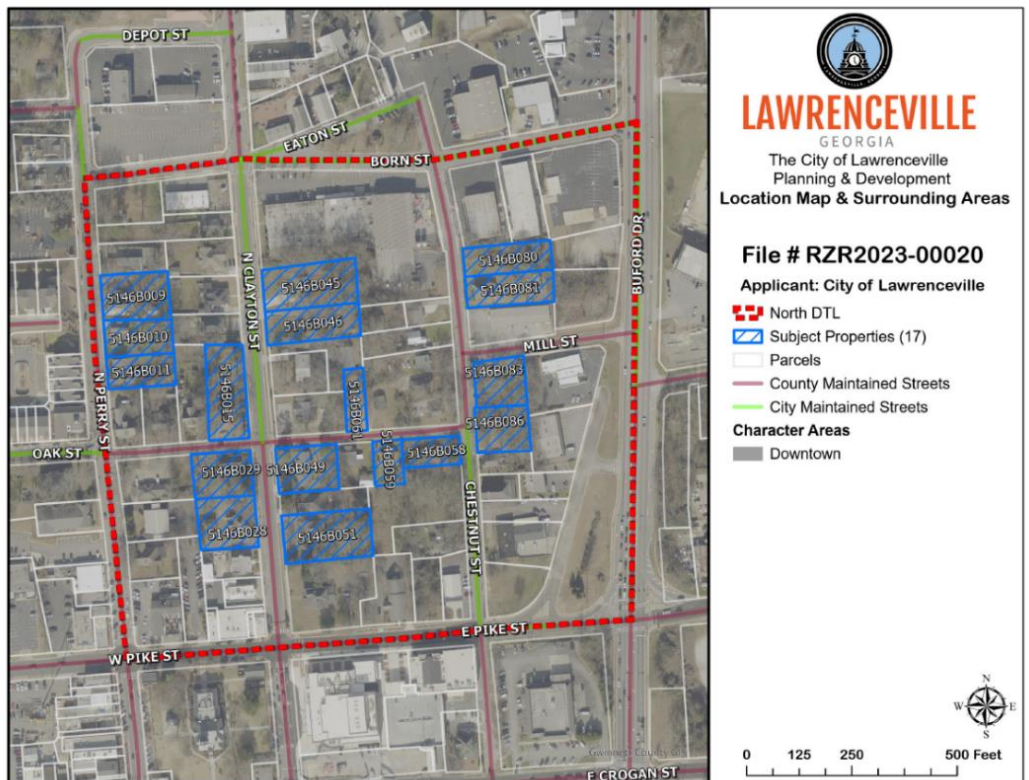
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2040 COMPREHENSIVE PLAN

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicate the subject properties are located within the Downtown character area. Downtown is the heart of Lawrenceville, both in terms of its location and the level of activity. It is the highest intensity district in terms of its density and mixture of uses, particularly because of its mix of businesses. Development supports a live-work-play lifestyle, with a variety of housing, employment, and entertainment options. The streets are vibrant and walkable, and the sidewalks do not roll up at 5:00pm every night—it is a center for arts, culture, and music in Gwinnett County. In Downtown, there is a place for everyone: families, students, millennials, empty nesters, and seniors all feel at home and welcome. As proposed, the requested rezoning would be consistent with the policies of the 2040 Comprehensive Plan and the established intent for both character areas.

LAWRENCEVILLE 2040 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP





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STAFF RECOMMENDATION

In conclusion, the proposal may not be consistent with the established zoning pattern in the immediate area, however, policies relating to long range planning suggest the city embrace the principles of new urbanism by creating a housing stock that is well maintained and includes homes with a variety of forms and price points. The intent of the Comprehensive Plan is to encourage positive redevelopment of benefiting from the “halo effect” of high-quality development already happening nearby. This proposal would continue with the precedent set by RZR2022-00014 and RZR2023-00019, when City Council approved requests to rezone various properties in the general area from BGC to RS-60 to allow for the construction of single-family homes.

Rather than continuing to spot-zone the area over time, this proposal would allow for a wide swath of properties within the greater Downtown Lawrenceville area to have their zoning reflect their actual use, simplifying the permitting process for existing property owners and allowing the city to continue to rectify past zoning missteps and inconsistencies. Given the aforementioned factors, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** for the proposal.



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1.

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CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

PUBLIC WORKS

No comment

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

DAMAGE PREVENTION DEPARTMENT

No comment

CODE ENFORCEMENT

No comment

STREET AND SANITATION DEPARTMENT

No comment



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STATE CODE 36-67-3 (FMR.) REVIEW STANDARDS:

- 1. Whether a zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;**

As proposed, the plan could be suitable in view of the use and development in the immediate area, but the proposal lacks consistency (i.e. local services, pedestrian connectivity, etc.) with the long range plans of the City of Lawrenceville.

- 2. Whether a zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;**

The area along the within the “North DTL” has long suffered due to antiquated policies and lack of enforcement. New decisions must be consistent with the polices relating to the long-range plans for the immediate area in order for the City to flourish.

- 3. Whether the property to be affected by a zoning proposal has a reasonable economic use as currently zoned;**

The properties have a reasonable economic use as currently zoned, but retrofitting such single-family structures for commercial use may be prohibitively expensive due to code requirements.

- 4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;**

Transitioning from a higher intensity use (general business) to a lower intensity one (single-family residential) would reduce the demand on public facilities in the form of traffic, utilities, stormwater runoff, and schools. This reduction would likely be minimal, however, given that these homes are already being used as single-family dwellings.



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5. Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan;

Policies of the City are intended to benefit or enhance the quality of life for existing and potential members of the public choosing to reside within the city limits. Downtown is intended as a mixed-use district that includes single-family residential housing, so this rezoning conforms with the long-range plan.

6. Whether there are other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the zoning proposal;

The proposal would continue a long overdue zoning clean up in this area that began in November 2022 with RZR2022-00014 and continued with RZR2022-00019 in June 2023.

Approval of an RS-60 (Single-Family Residential District), subject to the following enumerated conditions:

1. To restrict the use of the property as follows:
 - A. One-family detached dwelling unit, Live/Work Unit, accessory structure.
2. To satisfy the following site development considerations:
 - A. The new construction, building design, architectural materials and color selection of a one-family detached dwelling unit shall be subject to the minimum requirements of the City of Lawrenceville, Zoning Ordinance, Article 6 Architectural and Design Standards. All submittals shall be subject to the review and approval of the Director of Planning and Development, or designee, prior to the issuance of a Building Permit.
 - i. The new construction of a one-family detached dwelling unit shall be subject to the following dimensional standards:

Principal Structure		
<i>Minimum Lot Area (sq. ft.)</i>	<i>Maximum Impervious Surface (sq. ft.)</i>	<i>Minimum Lot Width (ea.)</i>
5,228 sq. ft.	2,614 sq. ft.	50 feet

Principal Structure					
<i>Maximum Building Height</i>	<i>Minimum Front Yard Setback</i>	<i>Minimum Rear Yard Setback</i>	<i>Minimum Side Yard Setback</i>	<i>Minimum Heated Floor Area</i>	<i>Minimum Heated Floor Area</i>
35 feet	15 feet	10 feet	5 feet	2,000 sq. ft. (1 story)	2,200 sq. ft. (2 stories)

- ii.* The new construction of a one-family detached dwelling unit shall require the design and construction of the façade, rear, and side elevations to consist of four (4) sides of fiber cement or wood siding and a thirty-six (36) inch water table.
 - iii.* The new construction of a one-family detached dwelling unit shall have an attached two-car garage with carriage-style garage doors. The garage shall be located in the Rear Yard Area.
 - iv.* The new construction of a one-family detached dwelling unit shall consist of a driveway constructed of an approved hard surface.
- B.** The new construction, building design, architectural materials and color selection of a detached accessory structure shall be subject to the minimum requirements of the City of Lawrenceville, Zoning Ordinance, Article 6 Architectural and Design Standards. All submittals shall be subject to the review and approval of the Director of Planning and Development, or designee, prior to the issuance of a Building Permit.
- i.* The new construction of an accessory structure shall be prohibited within the Front Yard Area.
 - ii.* The new construction of an accessory structure shall be subject to the following dimensional standards:

Accessory Structure					
<i>Allowance</i>	<i>Height</i>	<i>Front Yard Setback</i>	<i>Rear Yard Setback</i>	<i>Side Yard Setback</i>	<i>Maximum Square Footage</i>
<i>One Per Lot</i>	<i>18 feet</i>	<i>Prohibited</i>	<i>5 feet</i>	<i>5 feet</i>	<i>400 sq. ft.</i>

- iii.* The new construction of a detached accessory structure intended to be used as a garage shall have carriage-style garage doors. The Carriage-style garage doors shall face an adjacent Side Yard Area property line.

- C.** Provide and maintain a five (5) foot concrete sidewalk adjacent to public right-of-way(s).
 - D.** Natural vegetation shall remain on the property until the issuance of a building permit or development permit, as applicable.
 - E.** Any utility relocations shall be the responsibility of the developer.
- 2.** The following variances are granted:
- A.** Variances to allow the rehabilitation of the existing structure or new construction, subject to the following:

 - i.** A variance from the Zoning Ordinance, Article 1, Section 102.4, Subsection B. Lot Development Standards, Minimum Development Size Requirement, allows the forty (40) percent reduction of the Minimum Development Size Requirement from ten (10) acres.
 - ii.** A variance from the Zoning Ordinance, Article 1, Section 102.4, Subsection B. Lot Development Standards, Front Yard Setback, allows the fifty-seven (57) percent reduction of the Minimum Front Yard Setback from thirty-five (35) feet to fifteen (15) feet.
 - iii.** A variance from the Zoning Ordinance, Article 1, Section 102.4, Subsection B. Lot Development Standards, Minimum Rear Yard Setback, allows the fifty (50) percent reduction of the Minimum Rear Yard Setback from twenty (20) feet to ten (10) feet.
 - iv.** A variance from the Zoning Ordinance, Article 1, Section 103.2, Use Table and related supplemental regulations of Article 2, Section 200.3 Supplemental Use Standards Subsection 200.3.47 Live/Work allows a Live/Work Unit as an Accessory Use at the subject property. The final design shall be subject to the review and approval of the Director of Planning and Development.



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The City of Lawrenceville
Planning & Development
Location Map & Surrounding Areas

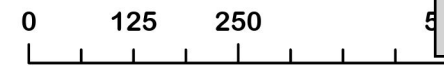
File # RZR2023-00020

Applicant: City of Lawrenceville

-  North DTL
-  Subject Properties (17)
-  Parcels
-  County Maintained Streets
-  City Maintained Streets



Gwinnett County GIS





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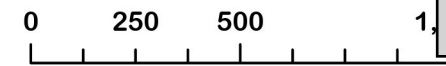
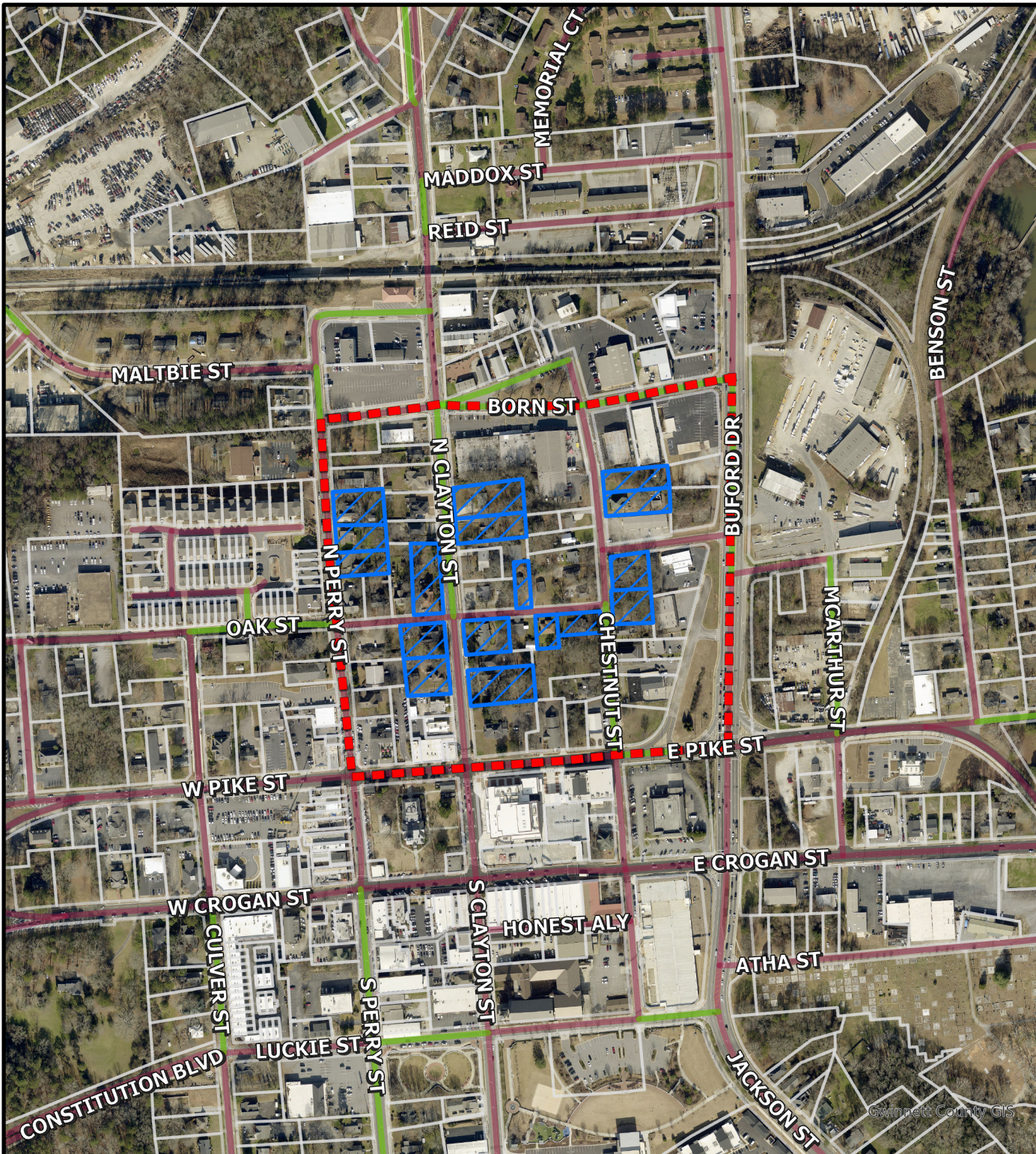
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The City of Lawrenceville
Planning & Development
Location Map & Surrounding Areas

File # RZR2023-00020

Applicant: City of Lawrenceville

-  North DTL
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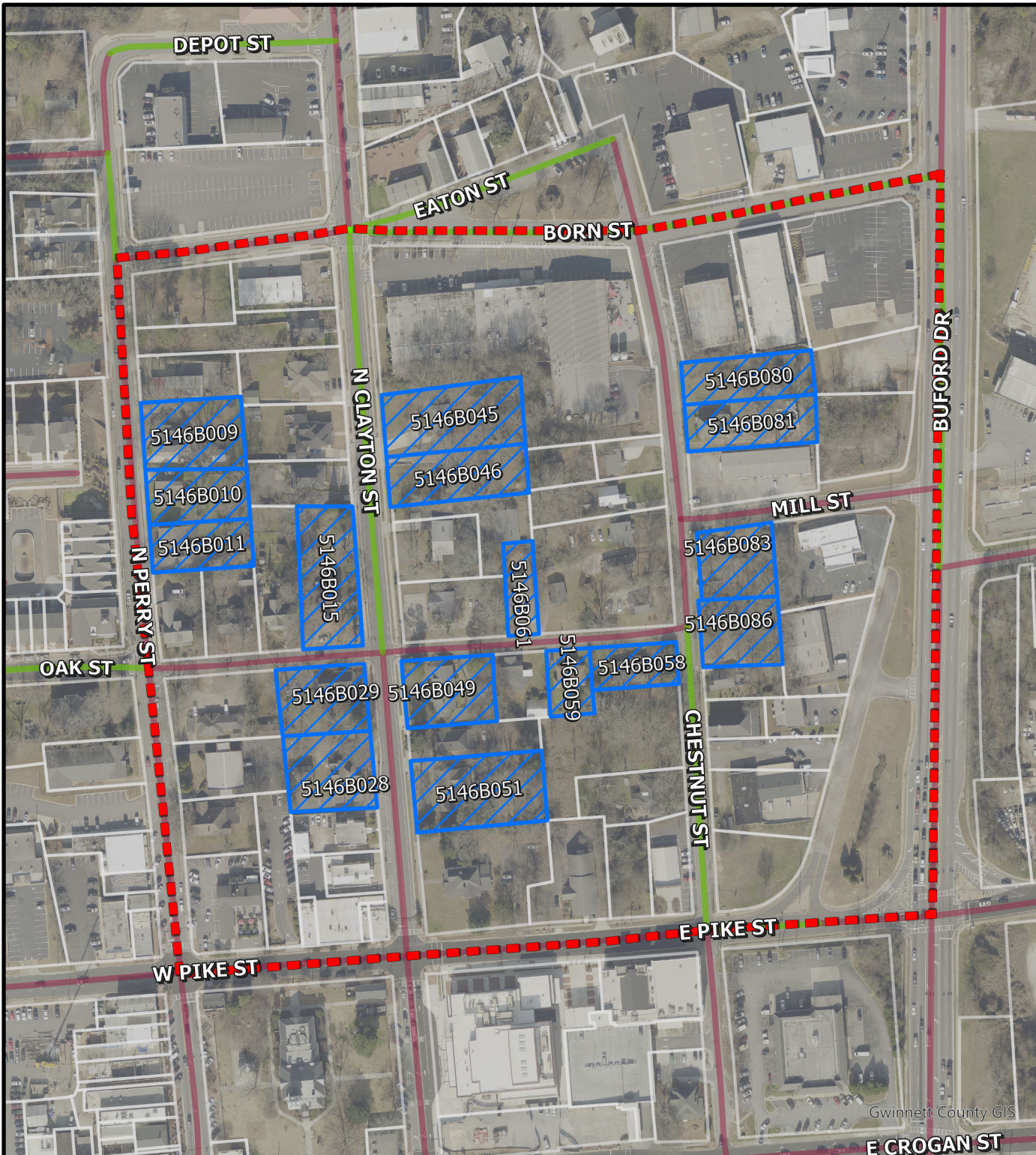
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Applicant: City of Lawrenceville

-  North DTL
-  Subject Properties (17)
-  Parcels
-  County Maintained Streets
-  City Maintained Streets
- Character Areas**
-  Downtown



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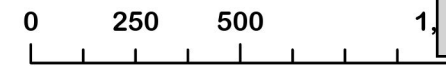
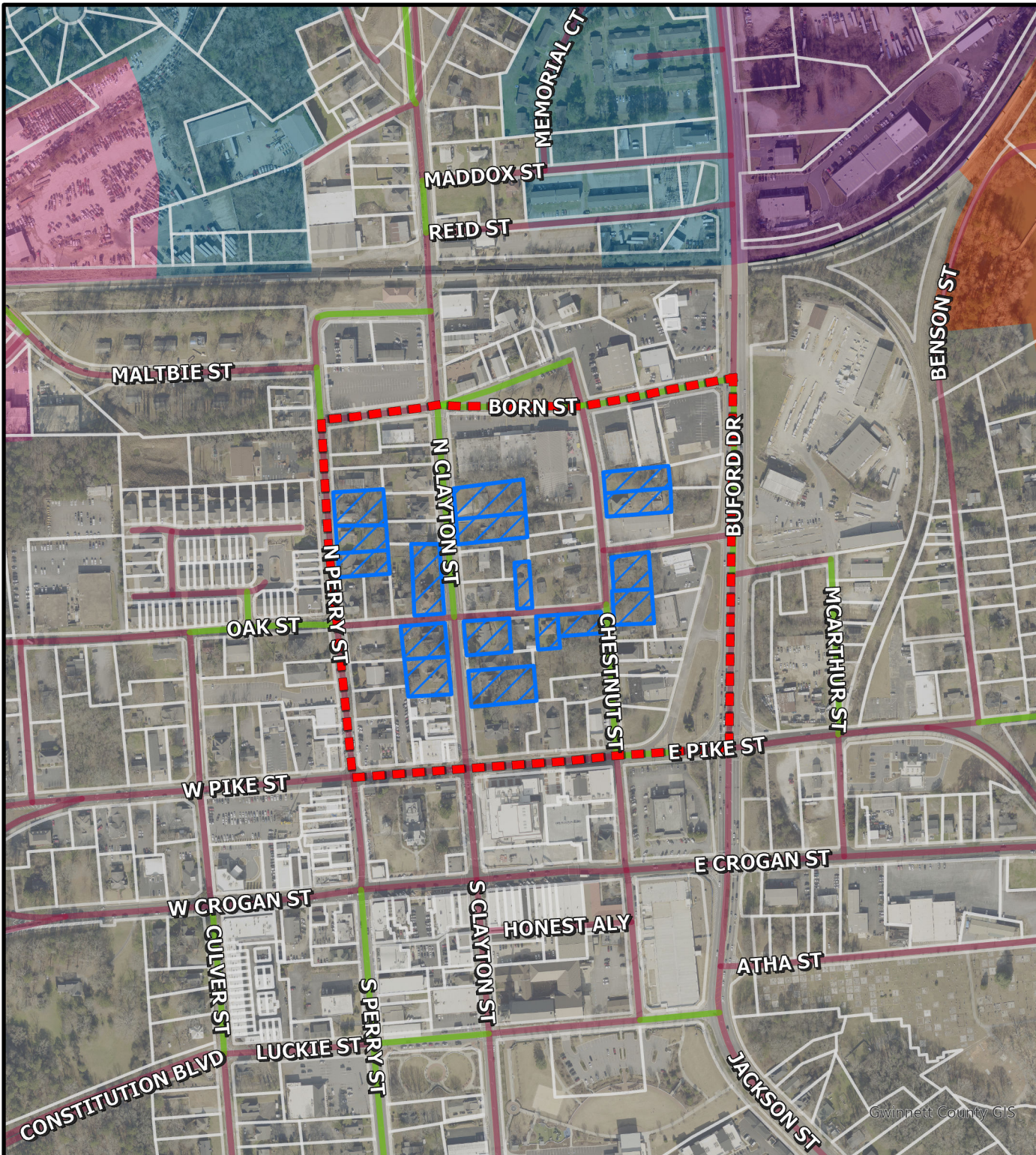
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The City of Lawrenceville
Planning & Development
Location Map & Surrounding Areas

File # RZR2023-00020

Applicant: City of Lawrenceville

-  North DTL
-  Subject Properties (17)
-  Parcels
-  County Maintained Streets
-  City Maintained Streets
- Character Areas**
-  Community Mixed Use
-  Neighborhood Mixed Use
-  Downtown
-  Industrial
-  College Corridor



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




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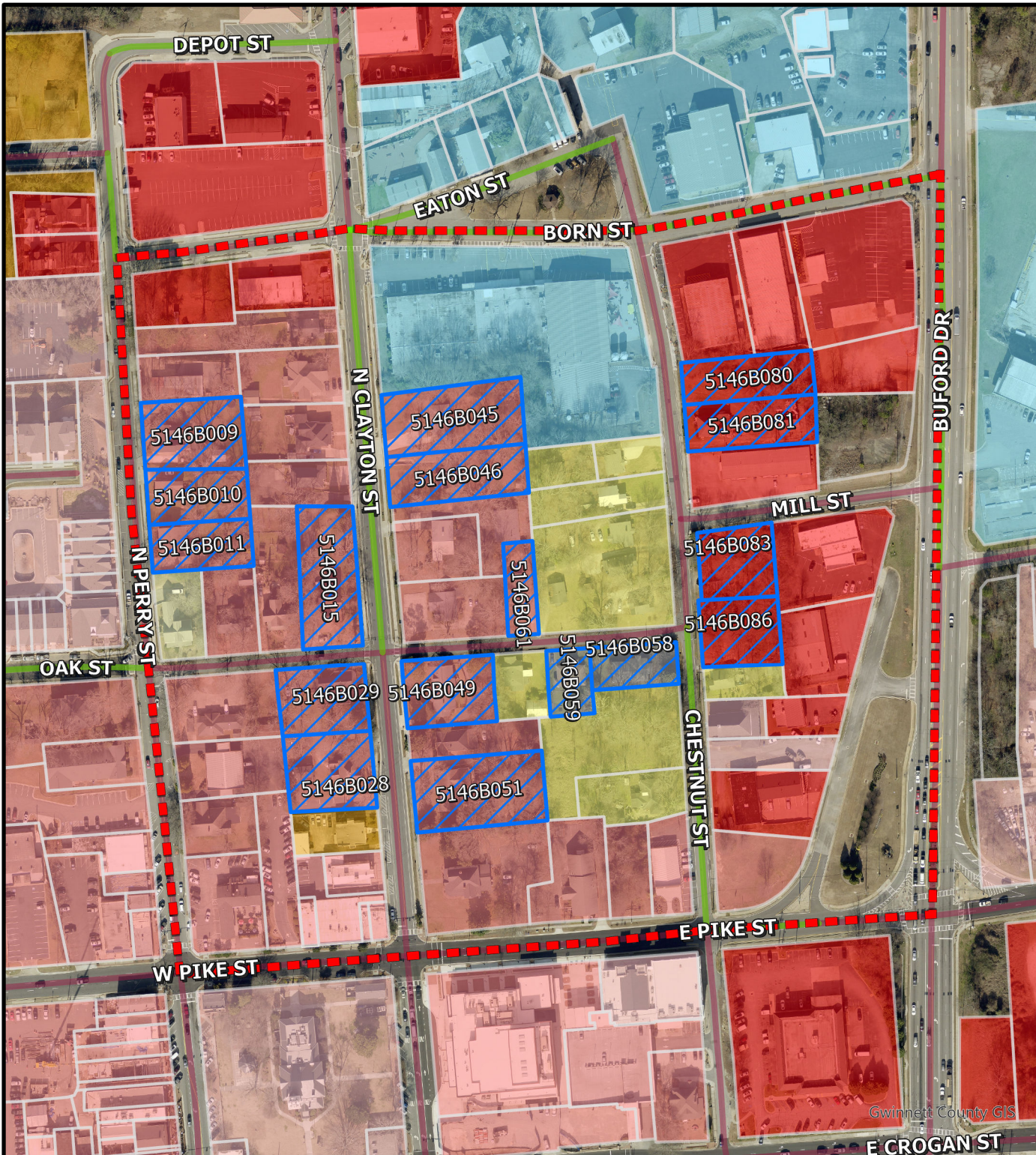
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The City of Lawrenceville
Planning & Development
Location Map & Surrounding Areas

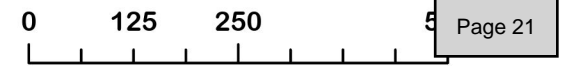
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Applicant: City of Lawrenceville

-  North DTL
-  Subject Properties (17)
-  Parcels
-  County Maintained Streets
-  City Maintained Streets
- Zoning Districts**
-  BG General Business
-  BGC Central General Business
-  LM Light Manufacturing
-  OI Office/Institutional
-  ON Office/Neighborhood
-  RM-12 Multifamily Residential
-  RS-60 Single-Family Residential
-  RS-150 Single-Family Residential



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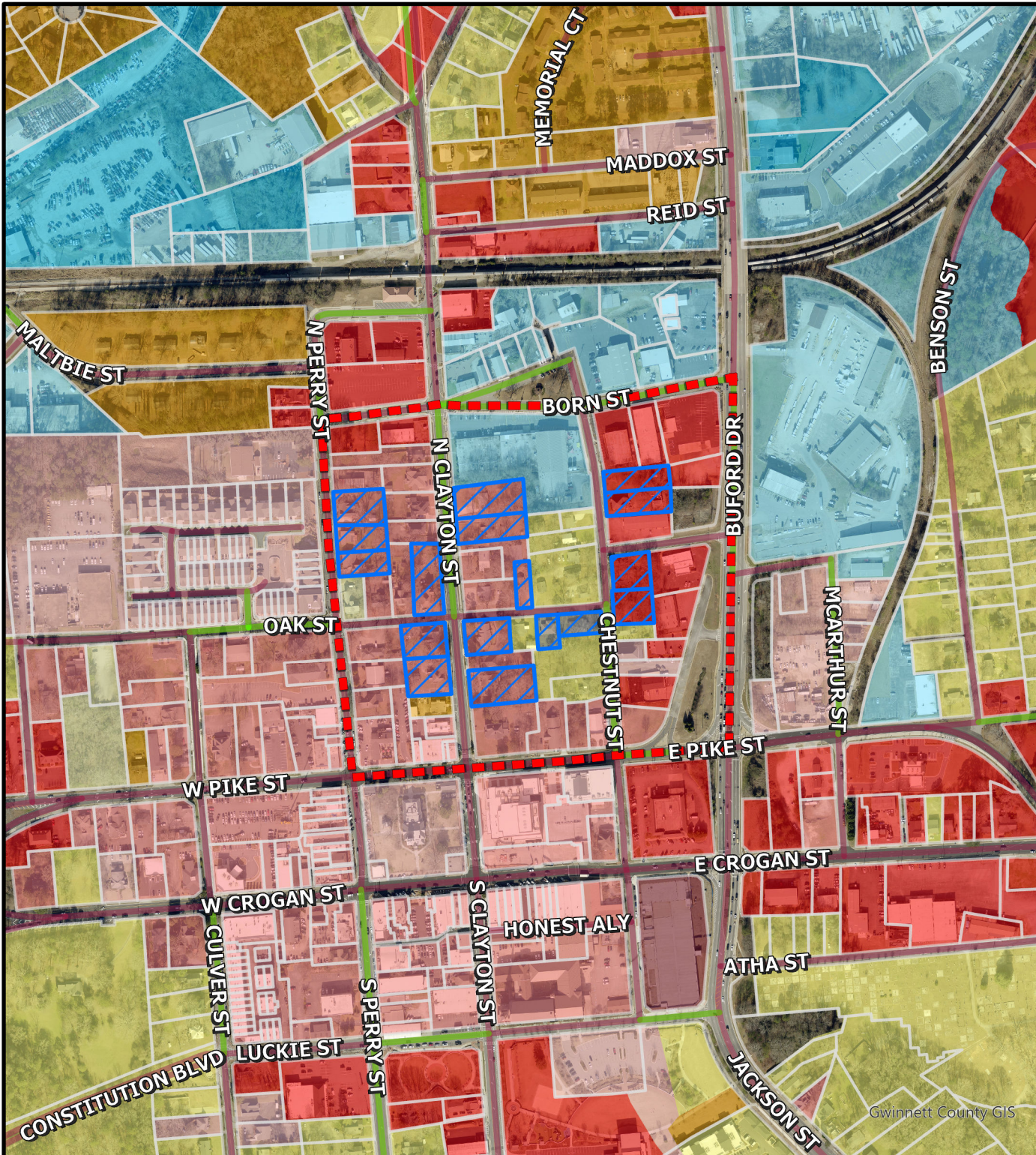
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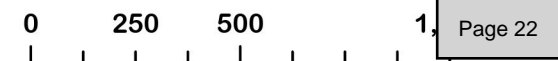
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Applicant: City of Lawrenceville

-  North DTL
 -  Subject Properties (17)
 -  Parcels
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 -  City Maintained Streets
- Zoning Districts**
-  BG General Business
 -  BGC Central General Business
 -  HSB Highway Service Business
 -  LM Light Manufacturing
 -  HM Heavy Manufacturing
 -  OI Office/Institutional
 -  ON Office/Neighborhood
 -  RM-12 Multifamily Residential
 -  RS-60 Single-Family Residential
 -  RS-150 Single-Family Residential



Gwinnett County GIS









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The City of Lawrenceville
Planning & Development
Location Map & Surrounding Areas

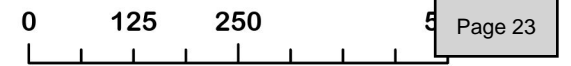
File # RZR2023-00020

Applicant: City of Lawrenceville

-  North DTL
-  Subject Properties (17)
-  Parcels
-  Downtown Development Authority Boundary
-  County Maintained Streets
-  City Maintained Streets



Gwinnett County GIS






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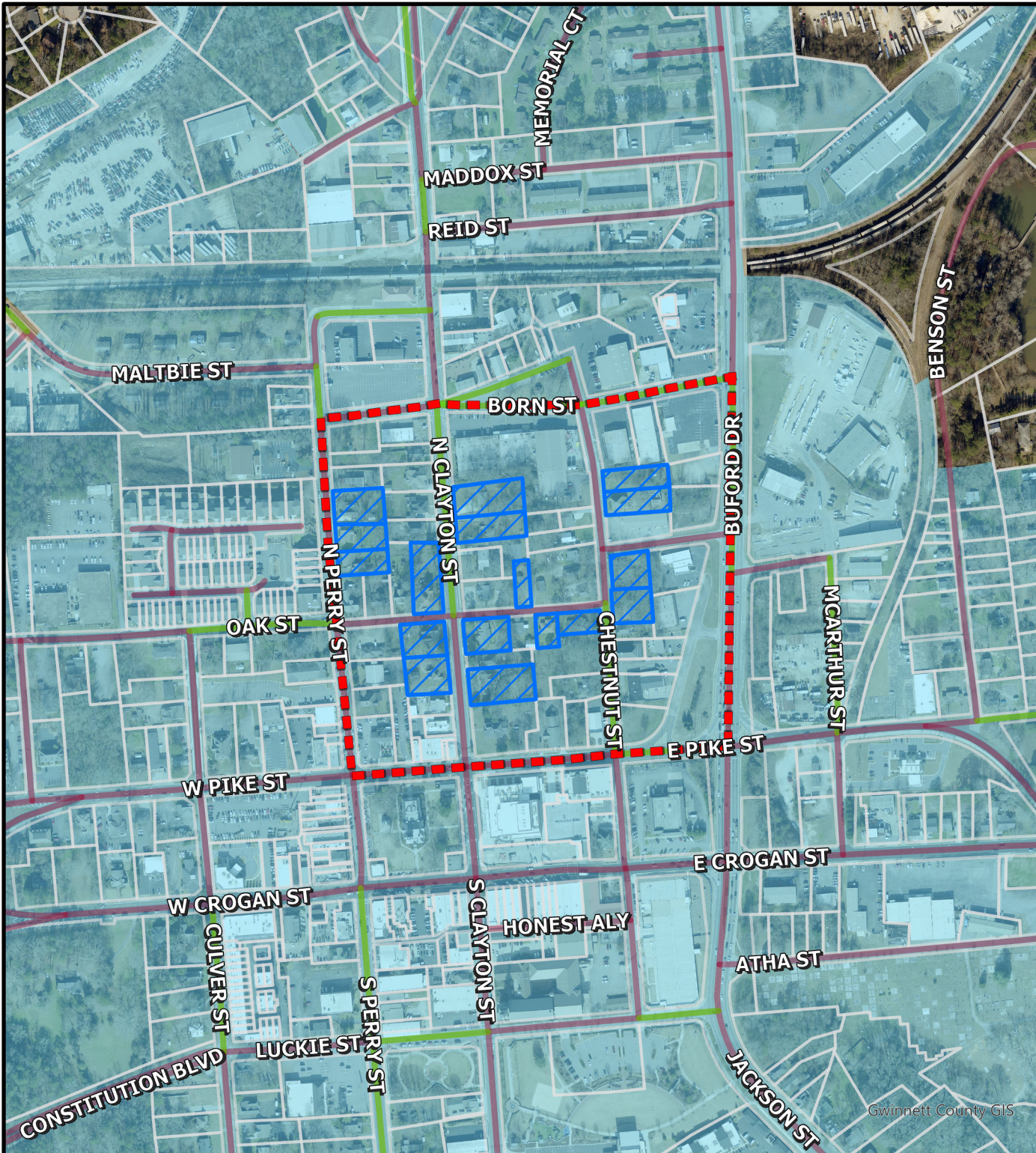
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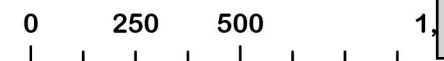
File # RZR2023-00020

Applicant: City of Lawrenceville

-  North DTL
-  Subject Properties (17)
-  Parcels
-  Downtown Development Authority Boundary
-  County Maintained Streets
-  City Maintained Streets



Gwinnett County GIS





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AGENDA REPORT

MEETING: CITY COUNCIL WORK SESSION

AGENDA CATEGORY: GENERAL DISCUSSION

Item: SUP2023-00082; Reece Plumbing; 125 Park Access Drive

Department: Planning and Development

Date of Meeting: Wednesday, October 11, 2023

Applicant Request: Approval of SUP to allow outdoor storage

Presented By: Todd Hargrave, Director of Planning and Development

Department Recommendation: Denial

Planning Commission Recommendation: Denial

Summary: Applicant requests approval of a special use permit for outdoor storage in BG (General Business District) zoning to develop a plumbing supply distribution facility.

Attachments/Exhibits:

- SUP2023-00082_Report
- SUP2023-00082_Planning and Development recommendations
- SUP2023-00082_Application
- SUP2023-00082_Letter of Intent
- SUP2023-00082_Legal Description
- SUP2023-00082_Survey
- SUP2023-00082_Site Plan
- SUP2023-00082_Renderings
- SUP2023-00082_Aerial map (1:2,750)
- SUP2023-00082_Aerial map (1:5,500)
- SUP2023-00082_Character area map (1:2,750)

- **SUP2023-00082_Character area map (1:5,500)**
- **SUP2023-00082_DDA map (1:2,750)**
- **SUP2023-00082_DDA map (1:5,500)**
- **SUP2023-00082_Zoning map (1:2,750)**
- **SUP2023-00082_Zoning map (1:5,500)**



LAWRENCEVILLE

Planning & Development

CASE NUMBER: SUP2023-00082

OWNER: NR GROUP INVESTMENTS LLC

APPLICANT: KARLOS MCGHEE

CONTACT: RYAN RIVCHUN - 404.544.1133

LOCATION(S): 125 PARK ACCESS DRIVE

PARCEL ID(S): R7011 089

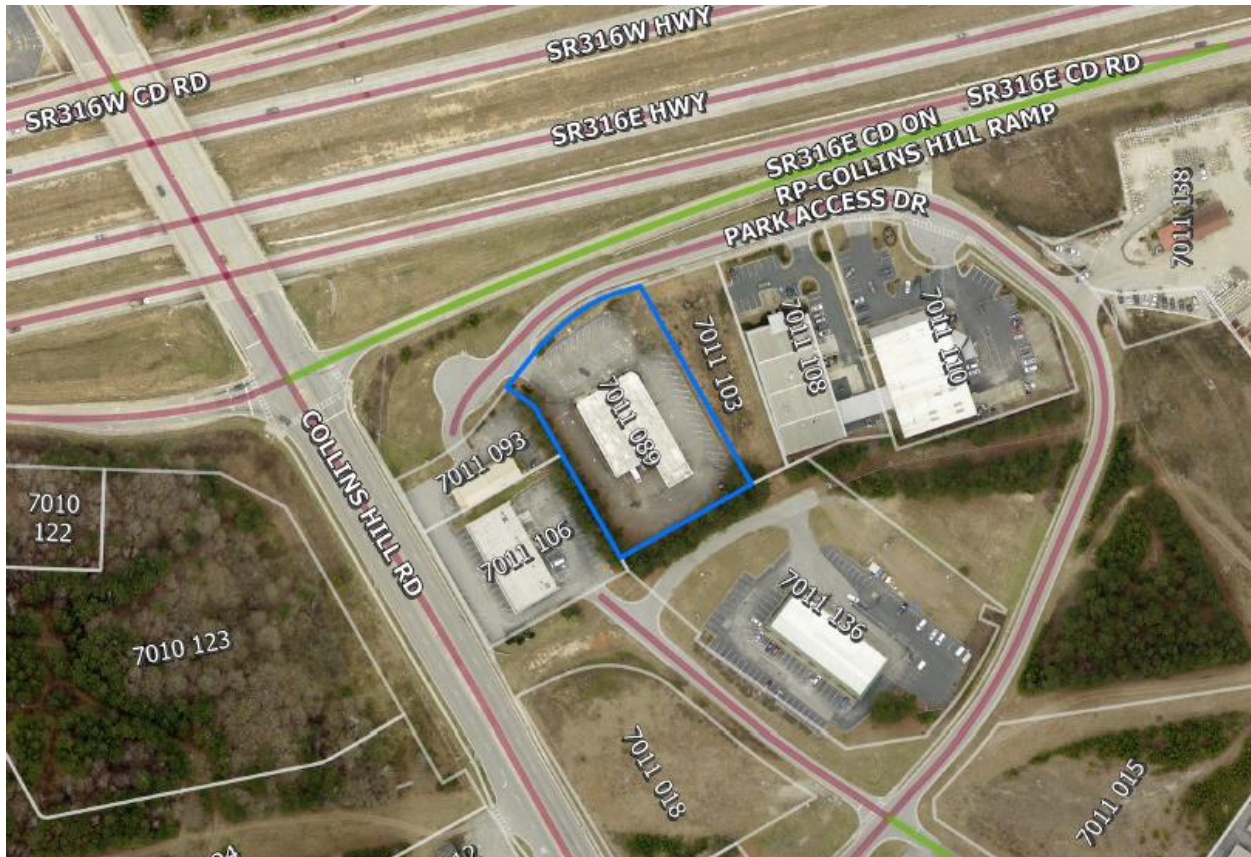
APPROXIMATE ACREAGE: 1.40

ZONING PROPOSAL: TO ALLOW OUTDOOR STORAGE AS A SPECIAL USE

PROPOSED DEVELOPMENT: PLUMBING MATERIALS DISTRIBUTION FACILITY

DEPARTMENT RECOMMENDATION: DENIAL

VICINITY MAP





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Planning & Development

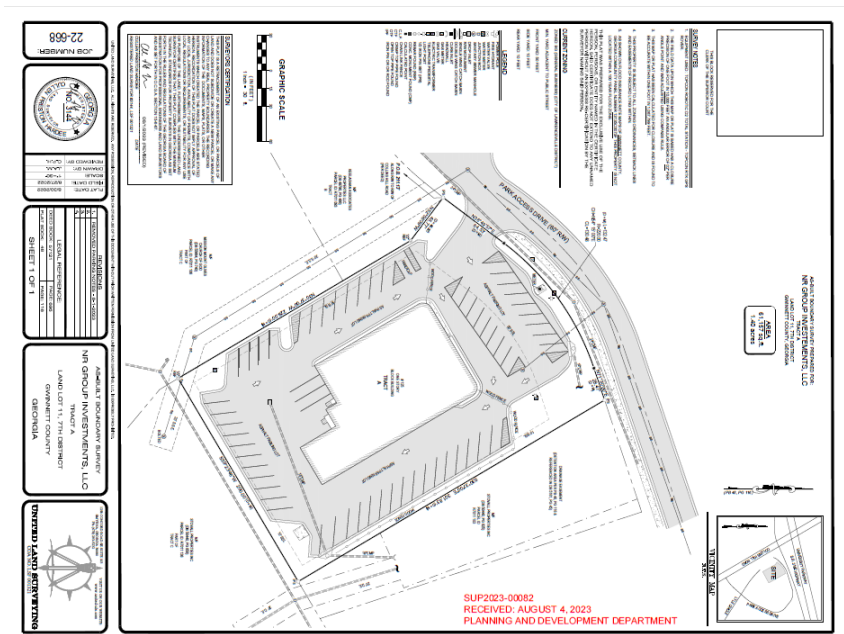
ZONING HISTORY

The subject property has been zoned BG (General Business District) since 1987; in 2019, a request to allow automobile repair and associated outdoor storage was approved with a condition limiting the use for a two-year period at which time the use of the property shall cease or an application shall be made for the renewal of the Special Use Permit, pursuant to SUP2019-00021. To date, the Planning and Development Department has not received an official application requesting the renewal of the Special Use Permit. In 2020, a request allowing an automobile and truck sales facility was denied, pursuant to CIC2020-00004. In November 2022, a Special Use Permit to allow automobile sales (outdoor sales) was denied, pursuant to SUP2022-00074.

PROJECT SUMMARY

The applicant requests a Special Use Permit for 125 Park Access Drive to allow outdoor storage for a plumbing materials distribution facility. The subject property is a 1.40-acre parcel zoned BG (General Business District), located along the southern right-of-way of Park Access Drive paralleling Georgia Highway 316/University Parkway.

LAND SURVEY





LAWRENCEVILLE

Planning & Development

ZONING AND DEVELOPMENT STANDARDS

The property consists of a 11,660 square-foot one-story commercial building, accessory driveways, and parking.

Article 1 Districts, Section 102.11, B. Lot Development Standards

Standard	Requirement	Proposal	Recommendation
Minimum Lot Area	No Minimum	61,157 sq. ft.	NA
Minimum Lot Width	No Minimum	223.48 feet	NA
Minimum Front Yard Setback	50 feet	50 feet	NA
Minimum Rear Yard Setback	10 feet	10 feet	NA
Minimum Side Yard Setback	10 feet	10 feet	NA
Impervious Surface Coverage	95%	NA	NA
Maximum Building Height	35 feet	NA	NA

Article 1 Districts, Section 103.2 Use Table

Standard	Requirement	Proposal	Recommendation
Outdoor Storage	Special Use Permit	Special Use Permit	Denial
Distribution Facility	Rezoning to LM/HM	N/A	Denial

Article 2 Supplemental and Accessory Use Standards, Section 200.3, Subsection 200.3.52 Outdoor Storage (Retail) reads as follows:

In non-residential zoning districts (other than industrial), outdoor storage of equipment, materials and/or merchandise shall be subject to approval of a Special Use Permit.

Article 2 Supplemental and Accessory Use Standards, Section 200.3, Subsection 200.3.52 Outdoor Storage (Industrial) reads as follows:



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A. *In industrial zoning districts, outdoor storage of items, equipment, materials and supplies which are not offered for sale, but which are considered to be an accessory to the principal permitted use, shall be allowed, subject to the following restrictions and requirements:*

1. *Outdoor Storage shall not be located within a required front yard;*
2. *Outdoor storage shall not be located in the area between the front of the principal structure and the public right-of-way;*
3. *Outdoor Storage shall be located within a side or rear yard area only;*
4. *Outdoor storage shall be screened from the Right-of-Way by a solid wood fence, masonry wall or slatted chain-link fence at least 6 feet in height;*
5. *Outdoor Storage shall be setback a distance of at least 15 feet from any side or rear property lines; stream buffer and zoning buffer;*
6. *Setback area shall landscaped to provide an affective year-round visual screening;*
7. *Materials stored outdoors shall not be placed or stacked at a height exceeding that of the screening fence;*
8. *Outdoor Storage shall not be adjacent to, or visible from a residentially zoned property;*
9. *Outdoor Storage of junk, scrap materials or metal, rags, paper, abandoned, junk or wrecked vehicles, material shall be prohibited.*

B. *Outdoor Storage shall be prohibited within the boundary of the geographical area of the Lawrenceville Downtown Development Authority;*

C. *Outdoor Storage shall be prohibited on industrial zoned property adjacent to, or visible within a distance of 250 feet from, Pike Street, Five Forks-Trickum Road, Scenic Highway, Lawrenceville Highway, Buford Drive (Hwy. 20), Hurricane Shoals Road, Lawrenceville Suwanee Road, Sugarloaf Parkway, Grayson Highway, or Gwinnett Drive, in which case all items shall be stored in the rear yard only.*



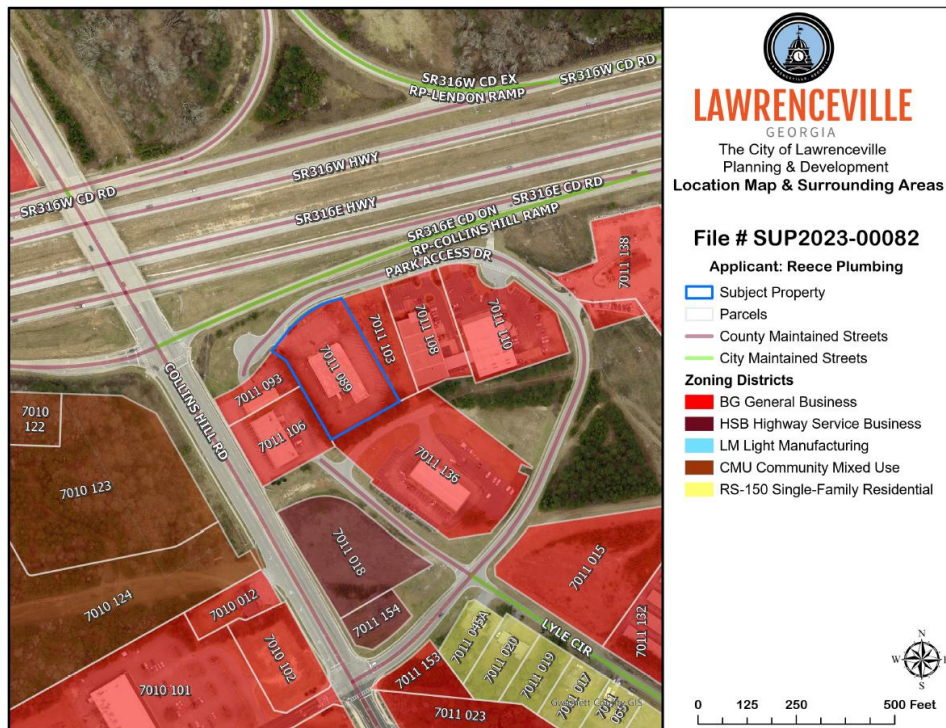
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SURROUNDING ZONING AND USE

The immediate surrounding area consists primarily of commercial/retail and multifamily residential uses and zoning. There are no LM (Light Manufacturing District) or HM (Heavy Manufacturing District) parcels within the general vicinity.

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP



2040 COMPREHENSIVE PLAN

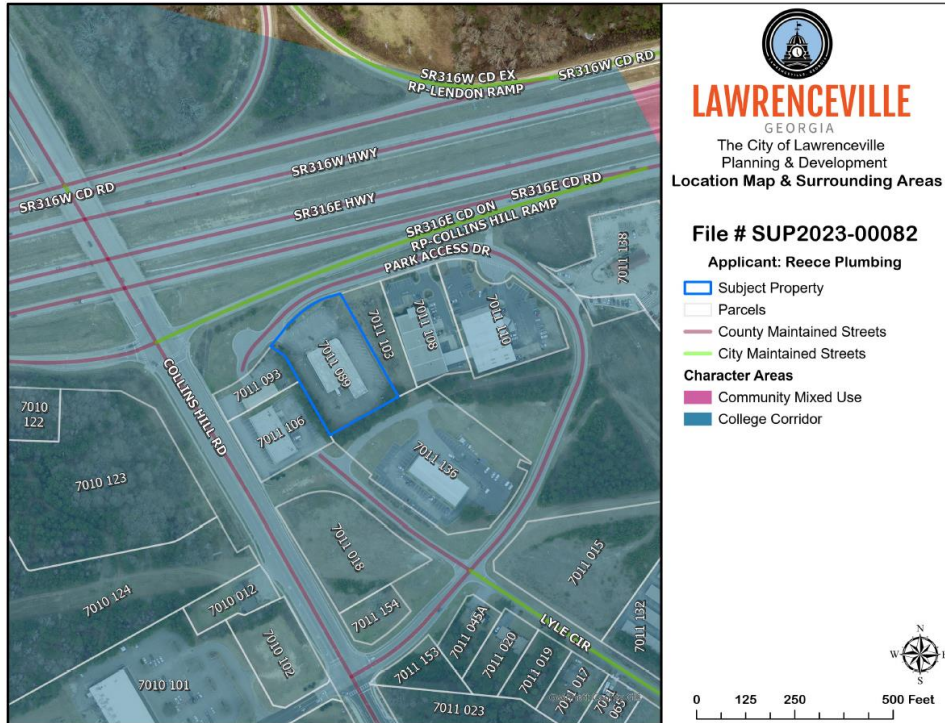
The 2040 Comprehensive Plan and Future Development Map indicate the property lies within the College Corridor Character Area. The vision for the College Corridor character area is a multi-modal, vibrant, mixed-use corridor. Over time, this area will transition from suburban-style development to a more mixed environment of higher density development and green space. It will also have services and housing products that appeal to college faculty, students, and staff, as well as those who want to live near Downtown. The proposed request for a plumbing materials distribution facility may be incompatible with the intent of the 2040 Comp Plan, as industrial uses may not be appropriate use for the College Corridor.



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LAWRENCEVILLE 2040 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP



STAFF RECOMMENDATION

As submitted, this proposal is not appropriate for the BG zoning district, as warehousing and distribution facilities may only be located within LM or HM zoning districts. The Department believes that the subject property would need to be rezoned to LM to allow for such a use at this location. However, per **Article 2, Section 200.3, Subsection 200.3.52 Outdoor Storage (Industrial), B.**, Outdoor Storage is prohibited for industrial parcels within the geographic boundaries of the Lawrenceville DDA. As such, the proposal taken as a whole (i.e., Distribution Facility w/ Outdoor Storage) is incompatible with the text of the Zoning Ordinance.

The proposed development is incongruent with the extant land use and zoning patterns of the surrounding area; furthermore, it does not align with vision of the College Corridor character area outlined in the 2040 Comprehensive Plan. For all of these reasons, the Department recommends **DENIAL** of the proposal.



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CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

PUBLIC WORKS

No comment

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

DAMAGE PREVENTION DEPARTMENT

No comment

CODE ENFORCEMENT

No comment

STREET AND SANITATION DEPARTMENT

No comment



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STATE CODE 36-67-3 (FMR.) REVIEW STANDARDS:

- 1. Whether a zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;**

As proposed, the plan would not be suitable given the precedent established by the City Council relating to outdoor storage in the general vicinity.

- 2. Whether a zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;**

Antiquated policies have adversely affected the economic stability of the City of Lawrenceville. Therefore, the City Council has taken the initiative to make decisions that are consistent with the policies relating to the long-range plans for the immediate area for the City to flourish.

- 3. Whether the property to be affected by a zoning proposal has a reasonable economic use as currently zoned;**

The property has reasonable economic use as currently zoned.

- 4. Whether the zoning proposal will result in a use that will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;**

Impacts on public facilities would be anticipated in the form of traffic, utility demand, and stormwater runoff; however, these impacts may be mitigated with appropriate conditions, site development requirements, and planning.

- 5. Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan;**

No; industrial uses were not identified as a priority for the College Corridor character area.

- 6. Whether there are other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the zoning proposal;**

A Special Use Permit for outdoor storage on its own would not be sufficient for the proposed development; as submitted, the proposal falls under the Distribution Facility use



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category, which is only allowed within LM and HM districts. As such, the subject property would need to be rezoned to LM or HM for the proposed use. However, supplementary use regulations prevent locating industrial outdoor storage within the bounds of the DDA.

PLANNING COMMISSION RECOMMENDATION_DENIAL_09132023

NOTE: The following conditions are provided as a guide should the City Council choose to approve the petition of this request.

SUP2023-00082

Approval as LM (Light Manufacturing District) for a wide range of light industrial uses, all of which shall be able to meet comparatively rigid specifications as to nuisance free performance, subject to the following enumerated conditions:

- 1.** To restrict the use of the property as follows:
 - A.** No tents, canopies, temporary banners, streamers, or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers, or sign walkers shall be prohibited.
 - B.** Peddlers and/or any parking lot sales unrelated to the rezoning shall be prohibited.
 - C.** Outdoor storage shall be prohibited.
 - D.** The owner shall repaint or repair any graffiti or vandalism that occurs on the property within seventy-two (72) hours.

- 2.** To satisfy the following site development considerations:
 - A.** The development shall be constructed in conformity with the City of Lawrenceville Zoning Ordinance and Development Regulations. The final design shall be subject to the review and approval of the Director of Planning and Development.
 - B.** The building shall maintain its character, and repairs or modifications shall be limited to routine maintenance or repair. Any expansion to the existing footprint shall be prohibited.
 - C.** Electrical, Mechanical, Plumbing or Structural modifications shall be subject to the rules and regulations of the International Building Code (IBC). Plans shall be subject to the review and approval of the Director of Planning and Development.

- D.** Provide a ten (10) foot landscape strip adjacent to public right-of-way. The final design shall be subject to the review and approval of the Director of Planning and Development.
- E.** Provide a five (5) foot landscape strip adjacent to interior property lines. The final design shall be subject to the review and approval of the Director of Planning and Development.
- F.** Provide a five (5) foot concrete sidewalk adjacent to public right-of-way.
- G.** Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or public right-of-way.
- H.** Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.



LAWRENCEVILLE

GEORGIA

SPECIAL USE APPLICATION

The application and all required documents must be complete and fees must be paid or the application will not be accepted.

Documents, exhibits and fees required at the time of application submittal:

1. Application Form (signed and notarized)
2. Disclosure of Campaign Contributions Form
3. Letter of Intent describing the proposed zoning change and development
4. Typed, metes and bounds Legal Description
5. Boundary survey (sealed by a Registered Land Surveyor)
6. Site Plan/Rezoning Exhibit: Provide one 11"x 17" copy and six full size copies:
 - a. Prepared by a Registered Land Surveyor, Professional Engineer or Landscape Architect
 - b. Drawn to scale of 1"= 50' or greater
 - c. Show property line data (metes and bounds) as well as existing infrastructure and existing site conditions, including:
 - i. Existing structures
 - ii. Full width of existing streets and intersecting streets
 - iii. Streams, stream buffers and impervious setbacks
 - iv. Flood hazard zones (reference source of data)
 - v. A vicinity map
 - d. Show proposed improvements, including:
 - i. Proposed buildings, setbacks, buffers and required screening
 - ii. Proposed streets, ingress/egress, driveways, sidewalks and parking
7. Application Fee
 - a. Payment may be made in cash, check or credit card (Visa, MasterCard). Please make checks payable to the City of Lawrenceville. One check is preferred.



LAWRENCEVILLE

GEORGIA

NOTIFICATION REQUIREMENTS

Written Notification

The applicant is required to notify all adjoining property owners (including those across any streets) of their intention to rezone the property. The notification shall be sent by Certified Mail and be postmarked no later than the published deadline contained in the Rezoning Schedule. A sample notification letter is provided at the end of this packet.

The written notice shall include:

1. Special Use case number
2. Dates, times and place of public hearings
3. Copy of the application
4. Applicant contact information
5. Letter of Intent
6. Site plan
7. Vicinity map

Proof that the notifications were mailed as required must be delivered to the Planning Department as soon as is feasible, but no later than 12:00 p.m. (noon) on the Wednesday prior to the Planning Commission meeting. Failure to submit the required proof of mailing will result in the application being tabled to the next month's meeting.

Notification Sign

The applicant is required to post a notification sign (provided by the Planning Department) in a clearly visible location on the property, at or near the public street, no later than the published deadline contained in the Rezoning Schedule. It is the responsibility of the applicant to insure that the notification sign remain on the property throughout the rezoning proceedings. (COPY TO BE GIVEN TO APPLICANT)

CASE NUMBER

DATE

ACKNOWLEDGED BY (PRINT NAME)

SIGNATURE

70 S Clayton St • PO Box 2200 • Lawrenceville, Georgia 30046-2200
770.963.2414 • www.lawrencevillega.org

SUP2023-00082
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PUBLIC HEARING PROCESS

The Applicant is required to appear at the Planning Commission Meeting, the City Council Work Session, and the City Council Public Hearing. Failure to attend a meeting may result in tabling of the application until the next meeting of that group. However, the Planning Commission and the City Council may act on the application should they so choose. Meeting dates, times and place are as published in the Rezoning Schedule.

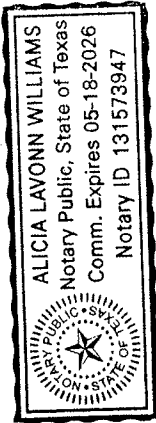
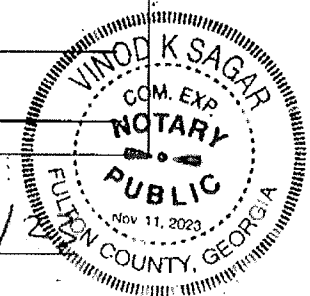
1. Approximately one week prior to the scheduled Planning Commission Meeting, the Planning Staff Report and Recommendation will be available at the Planning and Development office.
2. The applicant shall appear before the City of Lawrenceville Planning Commission to present their case in support of the rezoning application. Any opposition to the rezoning request will be given equal time to present its case. The Planning Commission may ask questions of the applicant and the opposition. The Planning Commission is a recommending body. Their recommendation will be forwarded to the City Council.
3. The applicant shall be present at the City Council Work Session. The applicant may be asked to present their case, or to answer questions, at the desire of the City Council.
4. The applicant shall appear before the City Council for the Public Hearing. The applicant and any opposition will be given equal time to present their cases. The City Council may ask questions of the applicant and opposition prior to making their final decision regarding the application.
5. If the special use application is denied by the Mayor and City Council, any new application for the same use classification on subject property may not be submitted for at least twelve (12) months from the date of denial. Application for a different zoning classification may be submitted after six (6) months from the date of the denial.

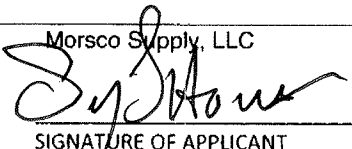


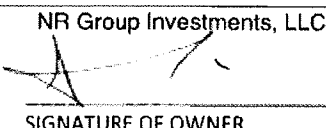
LAWRENCEVILLE GEORGIA

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Morsco Supply, LLC</u>	NAME: <u>NR Group Investments, LLC</u>
ADDRESS: <u>15850 Dallas Parkway, #200</u>	ADDRESS: <u>135 Technology Parkway</u>
CITY: <u>Dallas</u>	CITY: <u>Peachtree Corners</u>
STATE: <u>TX</u> ZIP: <u>75248</u>	STATE: <u>GA</u> ZIP: <u>30092</u>
PHONE: <u>314-409-4134</u>	PHONE: _____
CONTACT PERSON: <u>Karlos MCGhee</u> PHONE: <u>314-409-4134</u>	
CONTACT'S E-MAIL: <u>karlos.mcghee@reece.com</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): <u>BG</u> ACREAGE: <u>1.40 acres</u>	
PARCEL NUMBER(S): <u>R7001 089</u>	
ADDRESS OF PROPERTY: <u>125 Park Access Drive, Lawrenceville GA 30046</u>	
PROPOSED SPECIAL USE: <u>see attached letter of intent</u>	



Morsco Supply, LLC

 SIGNATURE OF APPLICANT DATE 8/3/23
Soy Thomas, VP of Property Development Group
 TYPED OR PRINTED NAME
Alicia Lavonn Williams 8/3/23
 NOTARY PUBLIC DATE

NR Group Investments, LLC

 SIGNATURE OF OWNER DATE 8/3/23
Ali Eshqi GADL # 2522
 TYPED OR PRINTED NAME
Vinod K. Sagar 08/03/2023
 NOTARY PUBLIC DATE

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DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? NO
Y/N

If the answer is yes, please complete the following section:

NAME OF GOVERNMENT OFFICIAL	CONTRIBUTIONS (List all which aggregate to \$250 or more)	DATE CONTRIBUTION WAS MADE (Within last two years)

Have you, within the two years immediately preceding the filing of this application, made gifts having in the aggregate a value of \$250.00 or more to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? NO
Y/N

If the answer is yes, please complete the following section:

NAME OF GOVERNMENT OFFICIAL	CONTRIBUTIONS (List all which aggregate to \$250 or more)	DATE CONTRIBUTION WAS MADE (Within last two years)

Attach additional sheets if necessary to disclose or describe all contributions/gifts.



LAWRENCEVILLE

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VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

THE UNDERSIGNED BELOW IS AUTHORIZED TO MAKE THIS APPLICATION. THE UNDERSIGNED CERTIFIES THAT ALL CITY OF LAWRENCEVILLE PROPERTY TAXES BILLED TO DATE FOR THE PARCEL LISTED BELOW HAVE BEEN PAID IN FULL TO THE TAX COMMISSIONER OF GWINNETT COUNTY, GEORGIA. IN NO CASE SHALL AN APPLICATION BE PROCESSED WITHOUT SUCH PROPERTY VERIFICATION.

*Note: A SEPARATE VERIFICATION FORM MUST BE COMPLETED FOR EACH TAX PARCEL INCLUDED IN THE SPECIAL USE PERMIT REQUEST.

PARCEL I.D. NUMBER:	<u> R </u>	<u> 7011 </u>	<u> 089 </u>
(Map Reference Number)	District	Land Lot	Parcel

NR Group Investments, LLC

Signature of Applicant

Date 8/3/23

Ali Eshai / Authorized agent
Type or Print Name and Title

PLEASE TAKE THIS FORM TO THE TAX COMMISSIONER’S OFFICE AT THE GWINNETT JUSTICE AND ADMINISTRATION CENTER, 75 LANGLEY DRIVE, FOR THEIR APPROVAL BELOW.

TAX COMMISSIONER’S USE ONLY

(PAYMENT OF ALL PROPERTY TAXES BILLED TO DATE FOR THE ABOVE REFERENCED PARCEL HAVE BEEN VERIFIED AS PAID CURRENT AND CONFIRMED BY THE SIGNATURE BELOW)

_____ NAME	_____ TITLE
_____ DATE	

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LETTER OF INTENT DESCRIBING SPECIAL USE APPROVAL

Project: Morsco Supply, LLC Special Use Application summary

Property: 125 Park Access Drive, Lawrenceville, GA 30046

Date: August 2, 2023

Morsco Supply, LLC, dba Reece Plumbing is a leading US distributor and supplies of plumbing, bath and kitchen supplies throughout the United States. Reece Plumbing plans to open a new branch at 125 Park Access Drive, Lawrenceville, GA 30046 which requires a special use approval under the Lawrenceville GA planning and zoning code. Accordingly, Reece Plumbing is requesting special use approval for its operations at the Property.

A typical Reece Plumbing branch

- will have approximately 5-10 total employees many of which operate remotely.
- will operate during the hours of
 - 7:00 AM to 5:00 PM, Monday through Friday
 - 7:00 AM to 12:00 PM, Saturday
- will have approximately 30 daily customers.
- Will have fenced, outside storage for larger pipes and materials which are not accessed by customers

Reece Plumbing business primarily services plumbers, trades and commercial contractors with delivery service for materials. Reece Plumbing operations should not have a material impact on current pedestrian or vehicular traffic in Lawrenceville GA.

Reece Plumbing does not engage in any processing or manufacturing activities. Accordingly, Reece Plumbing’s operations should not have a material impact on any Lawrenceville GA public facilities.

A conceptual rendering and site plan is attached in the submission materials which identifies Reece Plumbing’s planned improvements at the Property. A general overview of the exterior of the facility is shown by the following pictures



Reece Plumbing’s outside storage is typically limited materials neatly stored as shown in the following pictures and which is not accessed by customers:



The interior of a typical Reece Plumbing branch is shown in the following pictures:



SURVEY DESCRIPTION

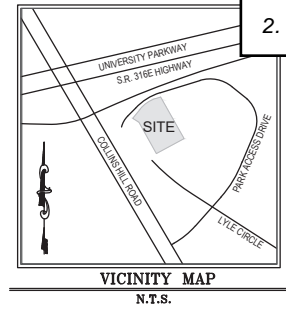
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 11, 7TH DISTRICT OF GWINNETT COUNTY, CITY OF LAWRENCEVILLE, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ONE HALF INCH REBAR SET ON THE SOUTHEASTERLY RIGHT-OF-WAY OF PARK ACCESS DRIVE (60' R/W), SAID REBAR BEING LOCATED A DISTANCE OF 211.13 FEET NORTHEASTERLY AS MEASURED ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF PARK ACCESS DRIVE FROM THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID DRIVE WITH THE NORTHEASTERLY RIGHT-OF-WAY OF COLLINS HILL ROAD (80' R/W); THENCE PROCEED NORTH 36 DEGREES 49 MINUTES 57 SECONDS EAST, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF PARK ACCESS DRIVE, A DISTANCE OF 64.53 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 132.47 FEET (SAID CURVE HAVING A RADIUS OF 220.00 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 54 DEGREES 15 MINUTES 00 SECONDS EAST A CHORD DISTANCE OF 130.48 FEET) TO A POINT; THENCE NORTH 71 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 28.47 FEET TO A ONE HALF INCH REBAR SET; THENCE, LEAVING SAID RIGHT-OF-WAY, PROCEED SOUTH 30 DEGREES 37 MINUTES 00 SECONDS EAST A DISTANCE OF 301.83 FEET TO A ONE HALF INCH REBAR SET; THENCE SOUTH 59 DEGREES 23 MINUTES 46 SECONDS WEST A DISTANCE OF 200.00 FEET TO A ONE HALF INCH REBAR FOUND; THENCE NORTH 30 DEGREES 37 MINUTES 00 WEST A DISTANCE OF 229.00 FEET TO A ONE HALF INCH REBAR FOUND; THENCE NORTH 52 DEGREES 56 MINUTES 39 SECONDS WEST A DISTANCE OF 45.77 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT OR PARCEL CONTAINING **1.40 ACRES** (61,157 SQ FT)

AS-BUILT BOUNDARY SURVEY PREPARED FOR:
NR GROUP INVESTMENTS, LLC
 TRACT A
 LAND LOT 11, 7TH DISTRICT
 GWINNETT COUNTY, GEORGIA

AREA
 61,157 sq.ft.
 1.40 acres



2.

THIS BLOCK RESERVED FOR THE
 CLERK OF THE SUPERIOR COURT

SURVEY NOTES

- EQUIPMENT USED : TOPCON ROBOTIC D2 TOTAL STATION - TOPCON RTK GPS ROVER
- THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000 FEET AN ANGULAR ERROR OF 02" PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE.
- THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,067.799 FEET.
- THIS PROPERTY IS SUBJECT TO ALL ZONING ORDINANCES, SETBACK LINES AND EASEMENTS OF RECORD LYING WITHIN.
- AS SHOWN ON FLOOD INSURANCE RATE MAPS OF GWINNETT COUNTY, GEORGIA COMMUNITY PANEL NUMBER 1313SC0073F THIS PROPERTY IS NOT LOCATED WITHIN A 100 YEAR FLOOD ZONE.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RE-CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

CURRENT ZONING

ZONED: BG (GENERAL BUSINESS) (CITY OF LAWRENCEVILLE DISTRICT)

MIN. YARD ADJACENT TO PUBLIC STREET

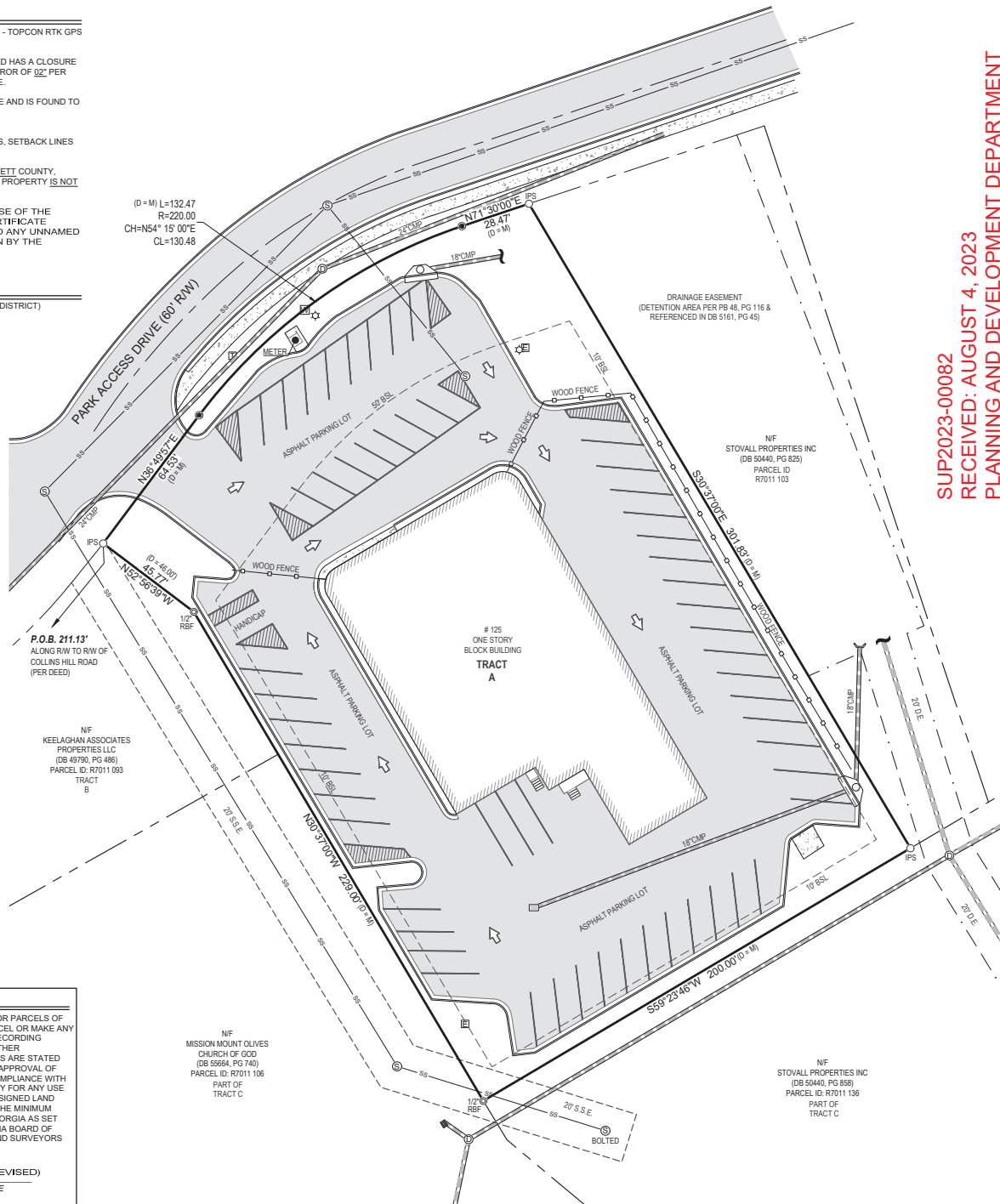
FRONT YARD: 50 FEET

SIDE YARD: 10 FEET

REAR YARD: 10 FEET

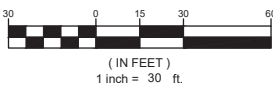
LEGEND

- POWER POLE
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- JUNCTION BOX
- SANITARY SEWER MANHOLE
- DROP INLET
- R/W MONUMENT
- SINGLE WING CATCH BASIN
- DOUBLE WING CATCH BASIN
- CURB INLET
- HEADWALL
- GAS METER
- GAS VALVE
- ELECTRIC TRANSFORMER
- TELEPHONE FEDESTAL
- LIGHT POST
- 1/2 IRON PIN SET (IPS)
- REBAR FOUND (RFB)
- CONC. MONUMENT FOUND (CMF)
- CALCULATED POINT
- C.L.F. CHAIN LINK FENCE
- CTF CRIMP TOP PIPE FOUND
- OTF OPEN TOP PIPE FOUND
- IPF IRON PIN OR ROD FOUND



SUP2023-00082
 RECEIVED: AUGUST 4, 2023
 PLANNING AND DEVELOPMENT DEPARTMENT

GRAPHIC SCALE



SURVEYORS CERTIFICATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

Cullen Preston Hardee
 CULLEN PRESTON HARDEE
 REGISTERED LAND SURVEYOR #3144, LSF 001321
 08/11/2023 (REVISED)
 DATE

UNITED LAND SURVEYING, LLC, ALL RIGHTS ARE RESERVED, ANY POSSESSION, REPRODUCTION OR OTHER USE OF THIS DOCUMENT WITHOUT PRIOR WRITTEN PERMISSION FROM UNITED LAND SURVEYING, LLC, IS EXPRESSLY PROHIBITED.

REVISIONS	
1.	REMOVED PARKING NOTES - 8-1-2023
2.	
3.	
4.	

LEGAL REFERENCE:	
DEED BOOK: 57121	PAGE: 695
PLAT BOOK: 48	PAGE: 116

SHEET 1 OF 1

AS-BUILT BOUNDARY SURVEY
NR GROUP INVESTMENTS, LLC
 TRACT A
 LAND LOT 11, 7TH DISTRICT
 GWINNETT COUNTY
 GEORGIA

1258 CONCORD ROAD SE SUITE 103
 SMYRNA, GEORGIA 30080
 PH: (678) 295-5232

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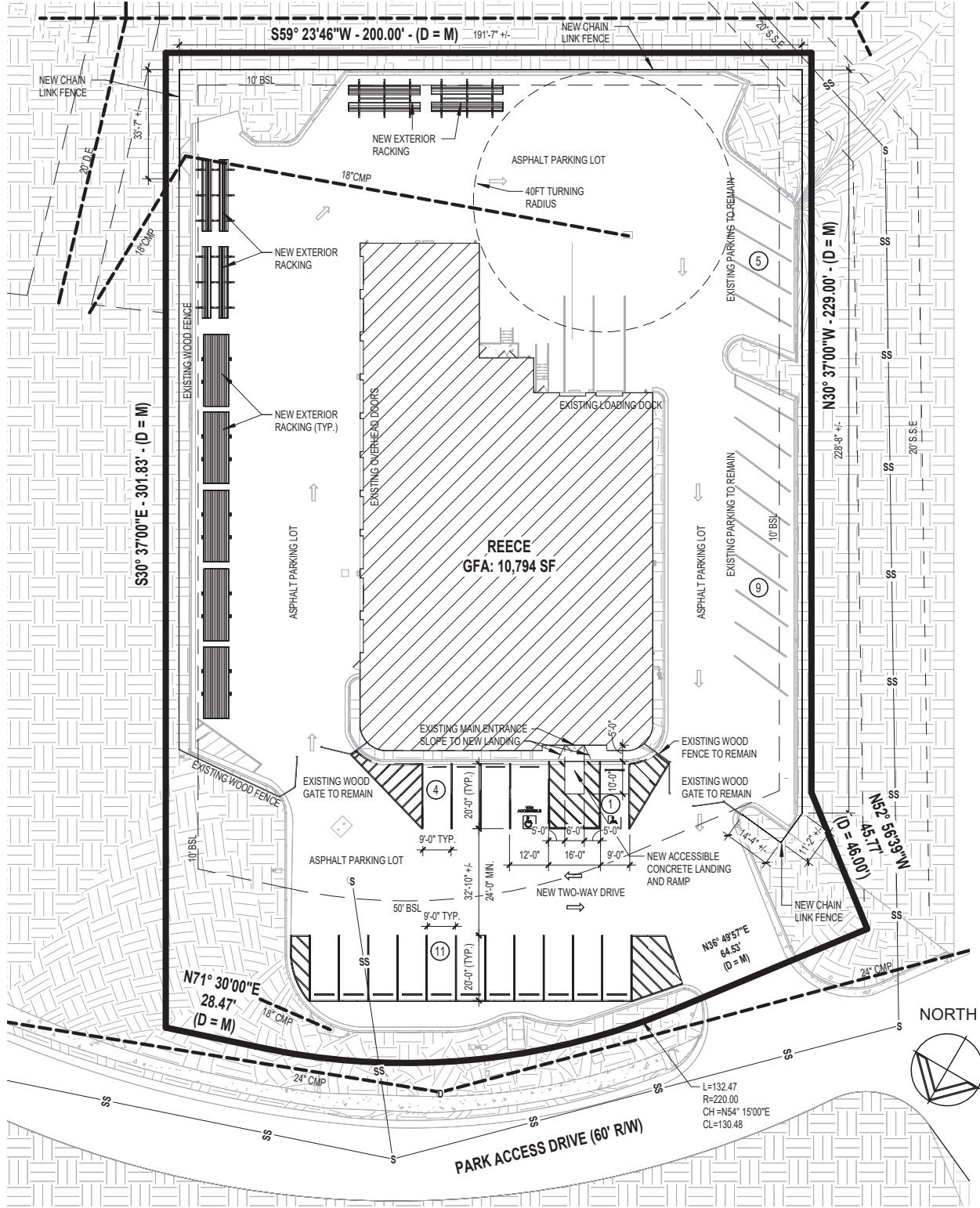
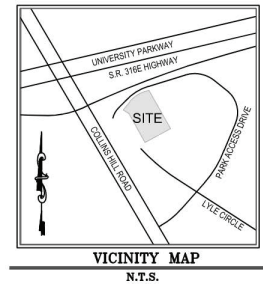
Page 47

JOB NUMBER:
22-668



PLAT DATE:	8/30/2022
FIELD DATE:	8/27/2022
SCALE:	1"=30'
DRAWN BY:	J.A.M.
REVIEWED BY:	C.P.H.

SUP2023-00082
RECEIVED: AUGUST 4, 2023
PLANNING AND DEVELOPMENT DEPARTMENT

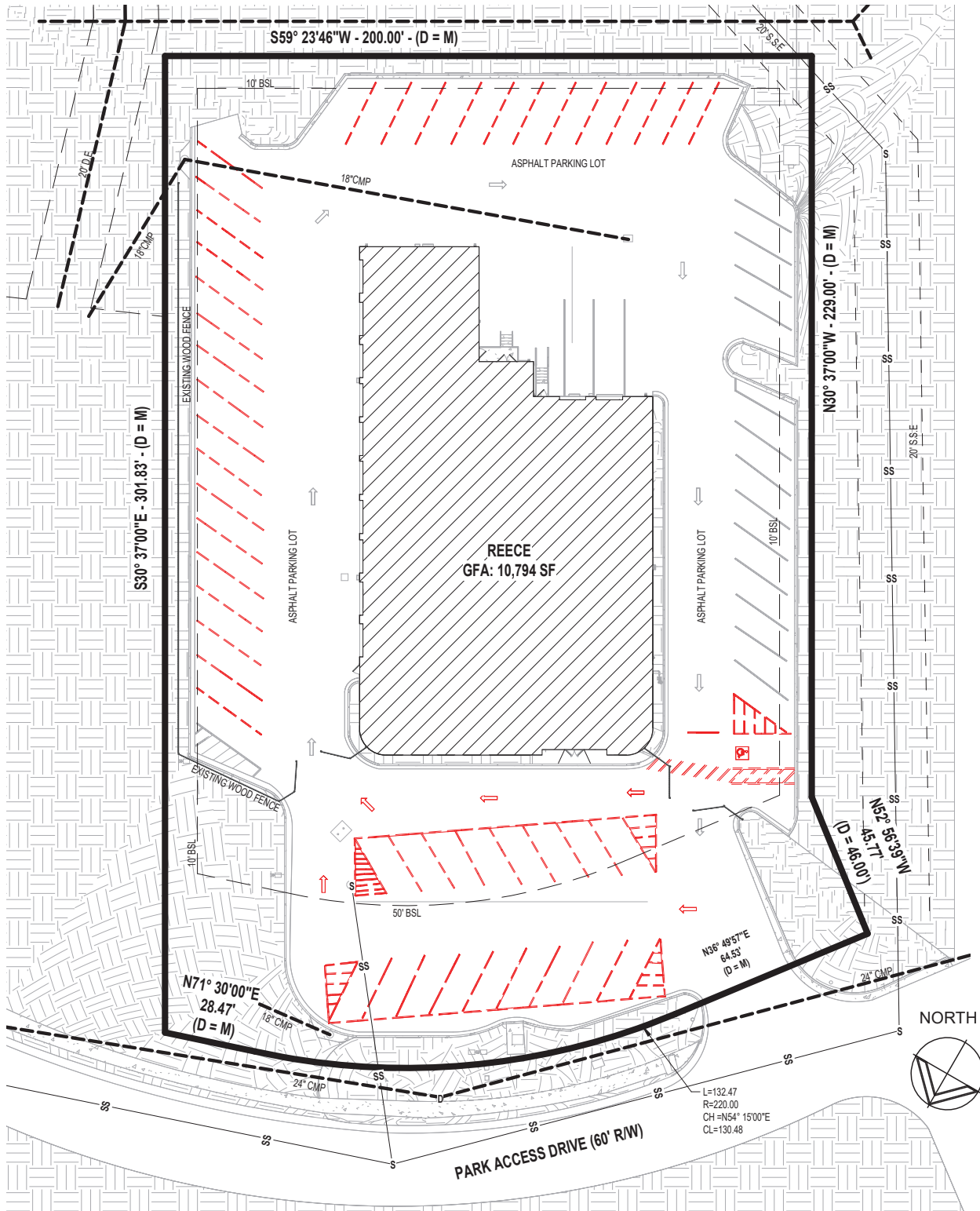
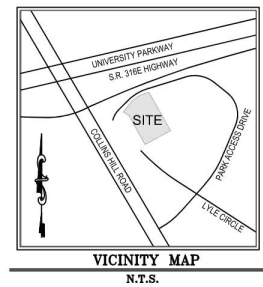


REECE - LAWRENCEVILLE

1040-23-018
125 PARK ACCESS DR
LAWRENCEVILLE, GA 30046

ARCHITECTURAL CONCEPT SITE PLAN

SUP2023-00082
RECEIVED: AUGUST 4, 2023
PLANNING AND DEVELOPMENT DEPARTMENT



L=132.47
R=220.00
CH=N54° 15'00"E
CL=130.48





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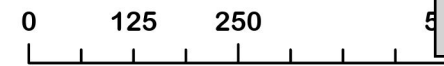
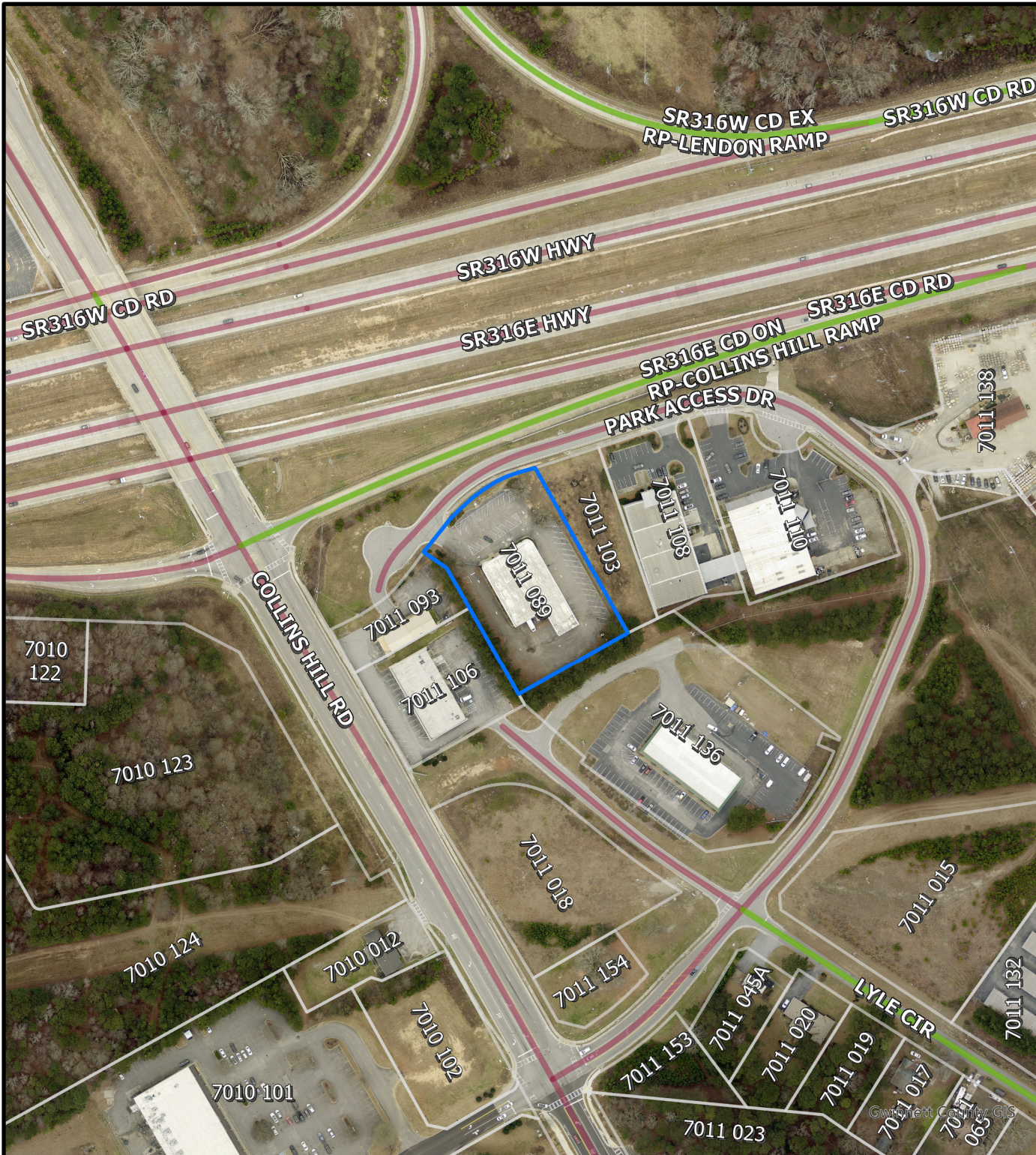
GEORGIA

The City of Lawrenceville
Planning & Development
Location Map & Surrounding Areas

File # SUP2023-00082

Applicant: Reece Plumbing

-  Subject Property
-  Parcels
-  County Maintained Streets
-  City Maintained Streets









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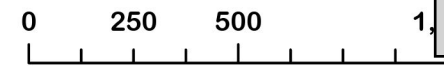
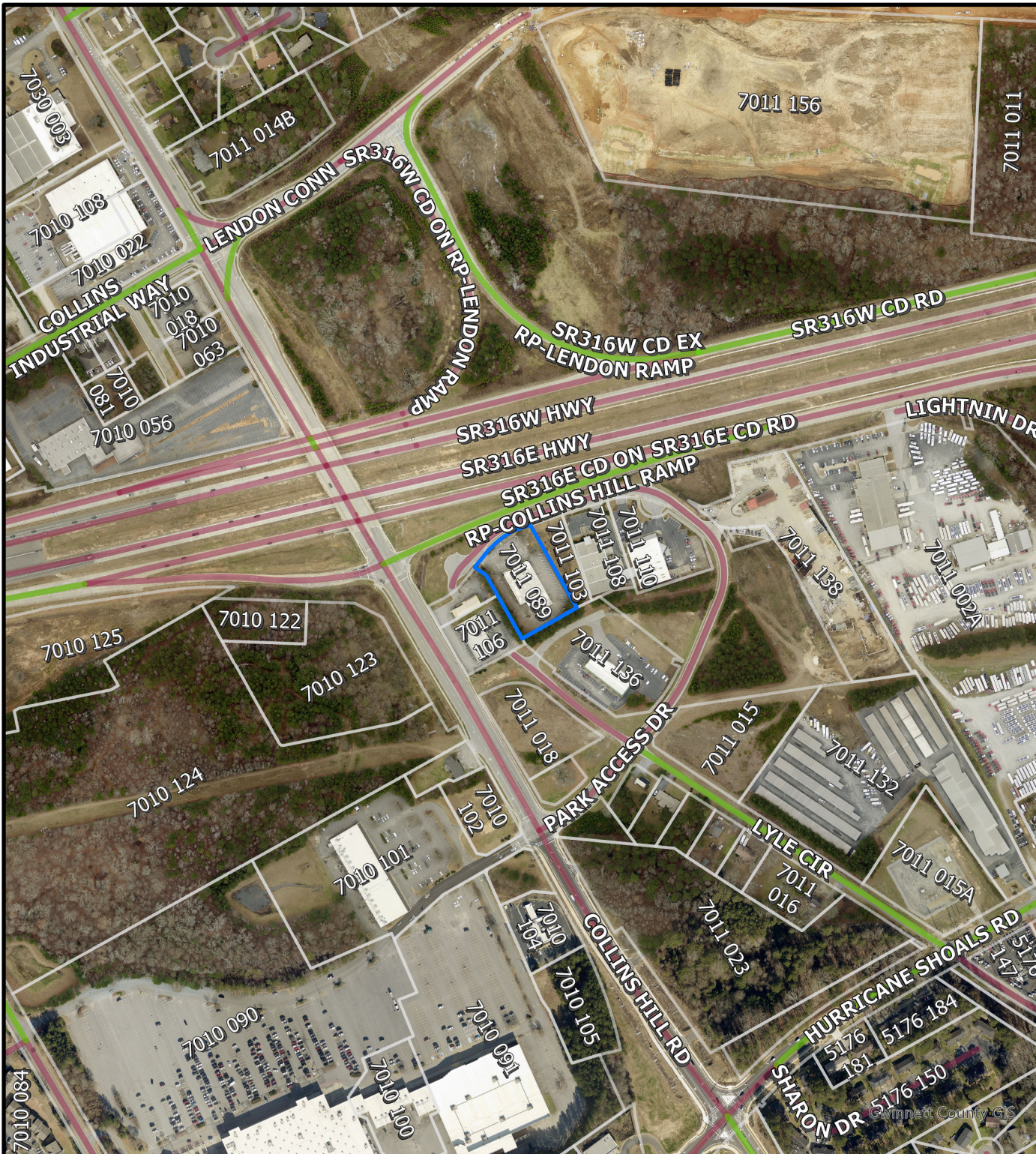
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-  Subject Property
-  Parcels
-  County Maintained Streets
-  City Maintained Streets





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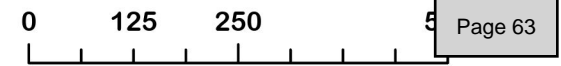
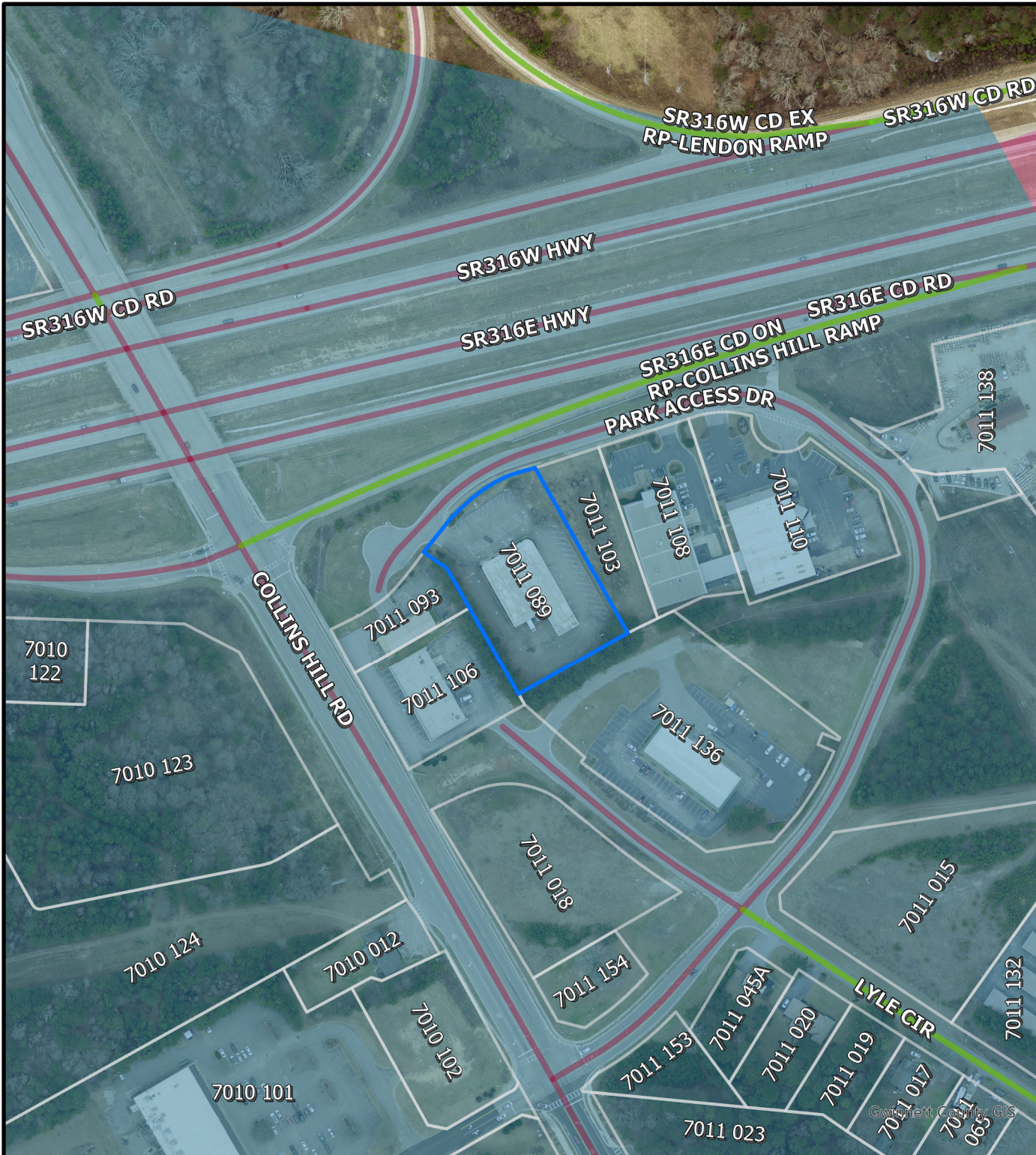
The City of Lawrenceville
Planning & Development

Location Map & Surrounding Areas

File # SUP2023-00082

Applicant: Reece Plumbing

-  Subject Property
 -  Parcels
 -  County Maintained Streets
 -  City Maintained Streets
- Character Areas**
-  Community Mixed Use
 -  College Corridor





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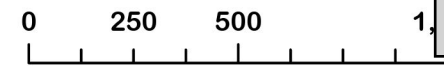
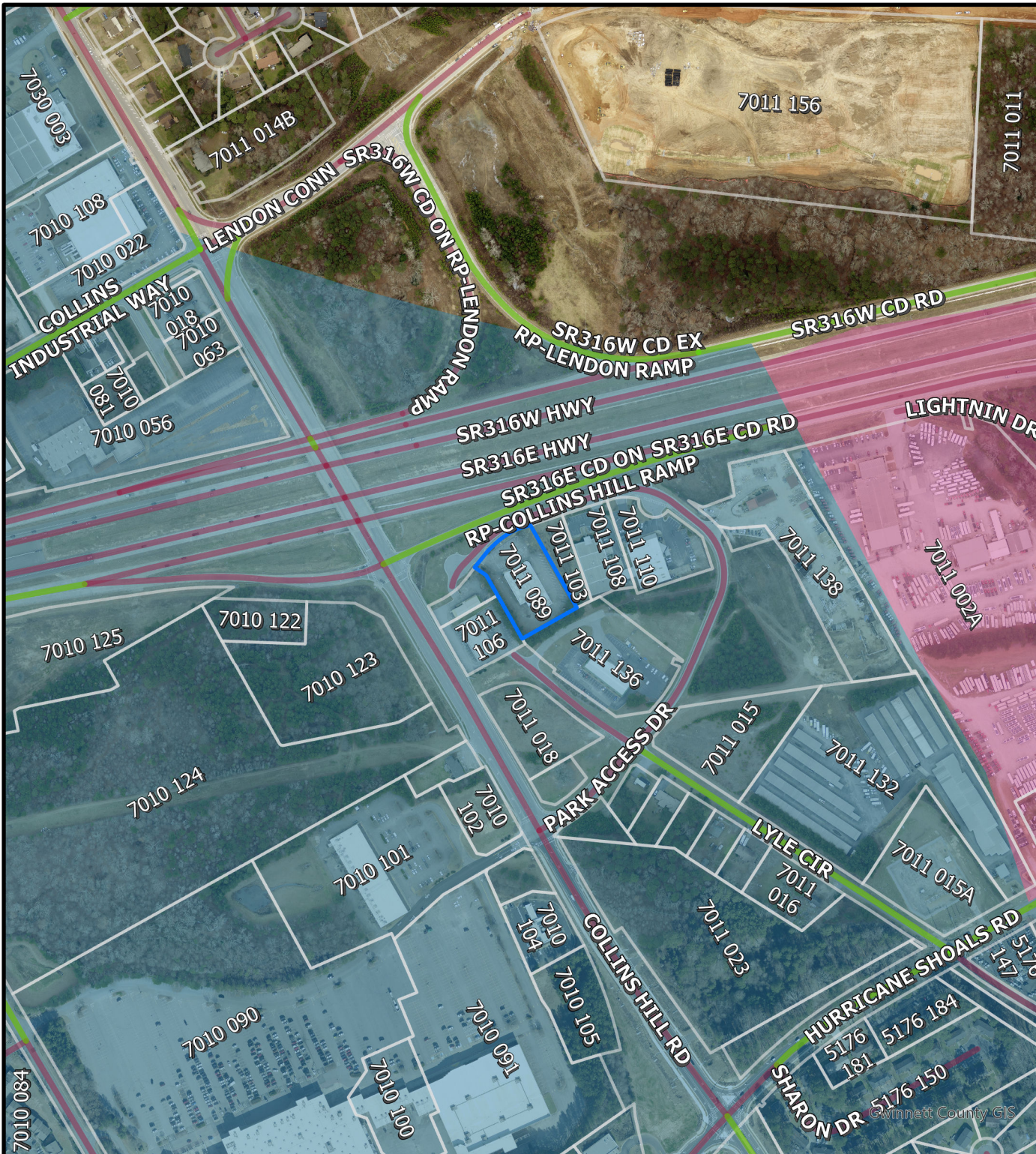
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-  Subject Property
-  Parcels
-  County Maintained Streets
-  City Maintained Streets
- Character Areas**
-  Community Mixed Use
-  College Corridor





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



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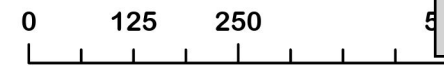
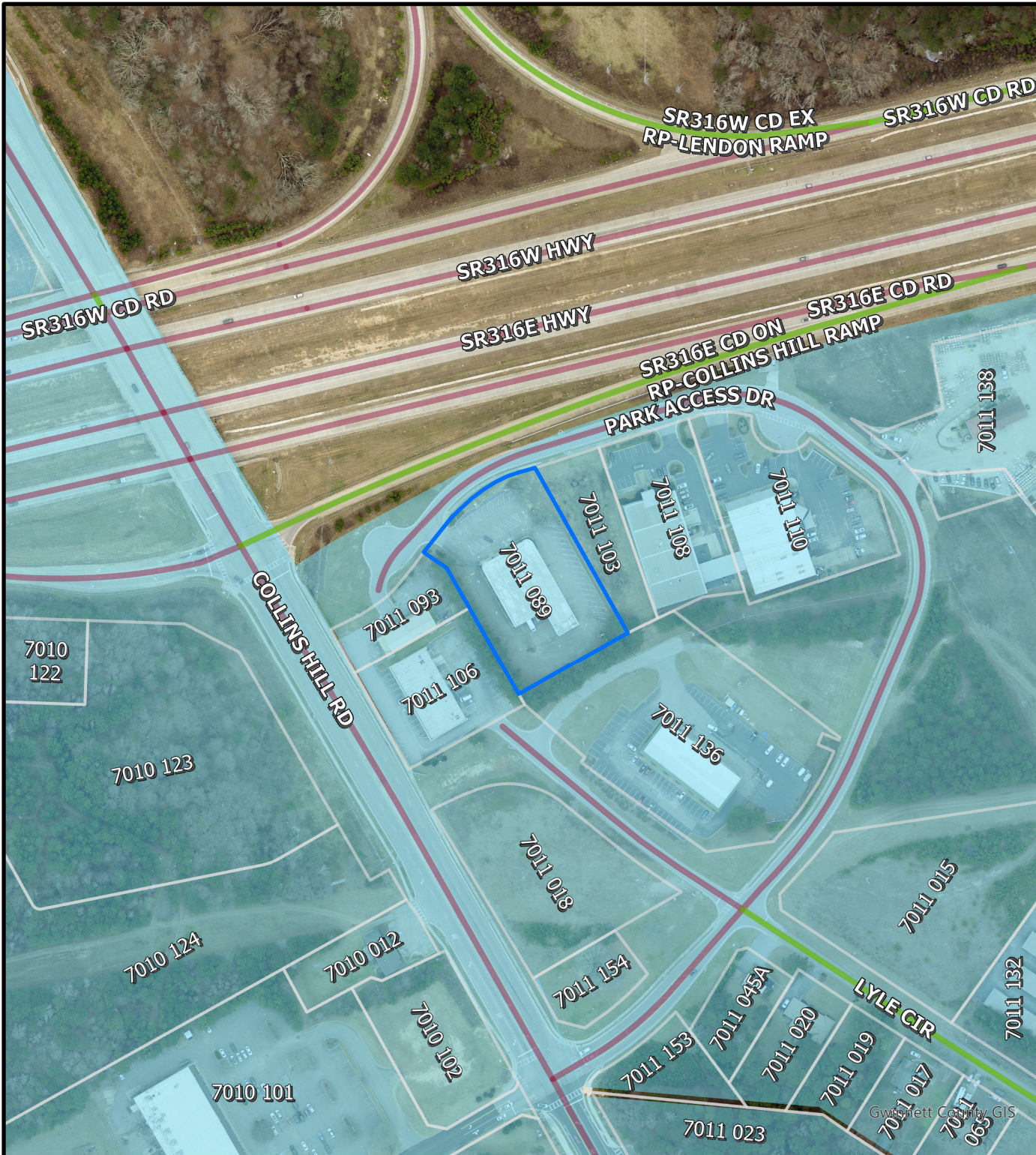
The City of Lawrenceville
Planning & Development

Location Map & Surrounding Areas

File # SUP2023-00082

Applicant: Reece Plumbing

-  Subject Property
-  Parcels
-  Downtown Development Authority Boundary
-  County Maintained Streets
-  City Maintained Streets










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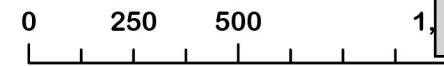
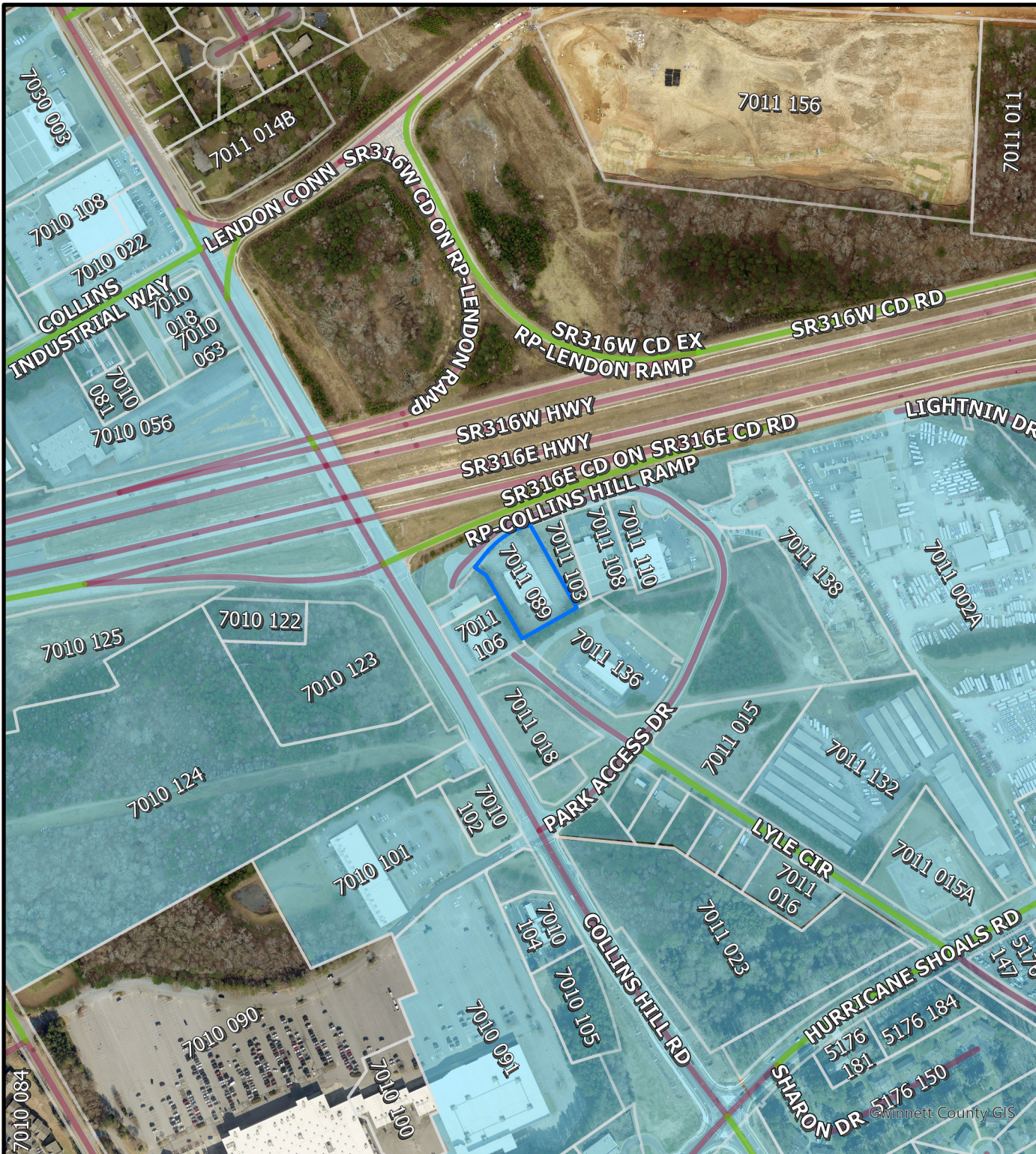
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File # SUP2023-00082

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-  Subject Property
-  Parcels
-  Downtown Development Authority Boundary
-  County Maintained Streets
-  City Maintained Streets





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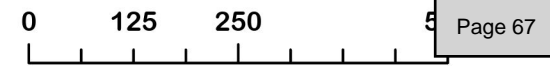
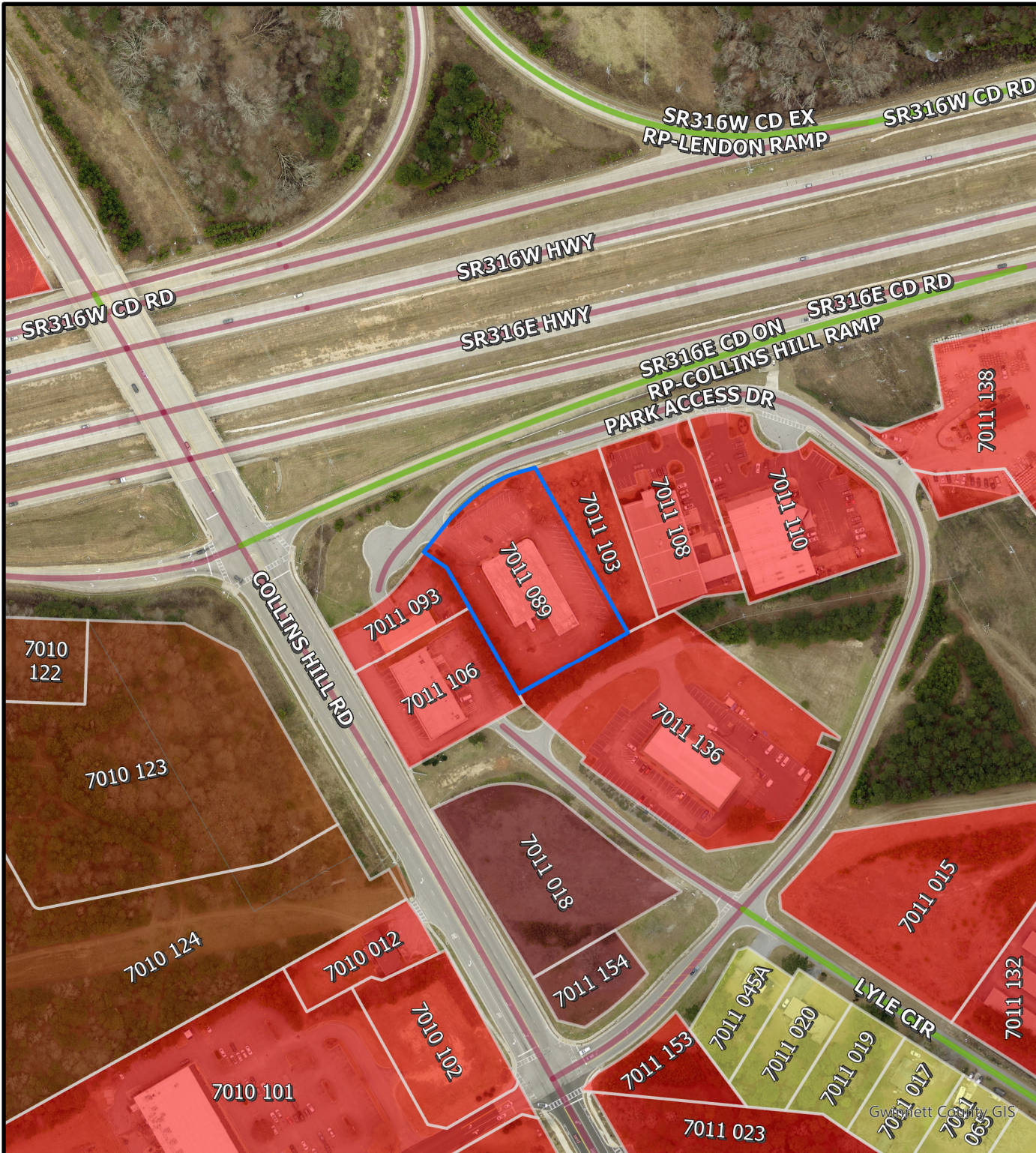
The City of Lawrenceville
Planning & Development

Location Map & Surrounding Areas

File # SUP2023-00082

Applicant: Reece Plumbing

-  Subject Property
 -  Parcels
 -  County Maintained Streets
 -  City Maintained Streets
- Zoning Districts**
-  BG General Business
 -  HSB Highway Service Business
 -  LM Light Manufacturing
 -  CMU Community Mixed Use
 -  RS-150 Single-Family Residential
















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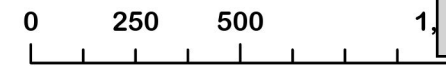
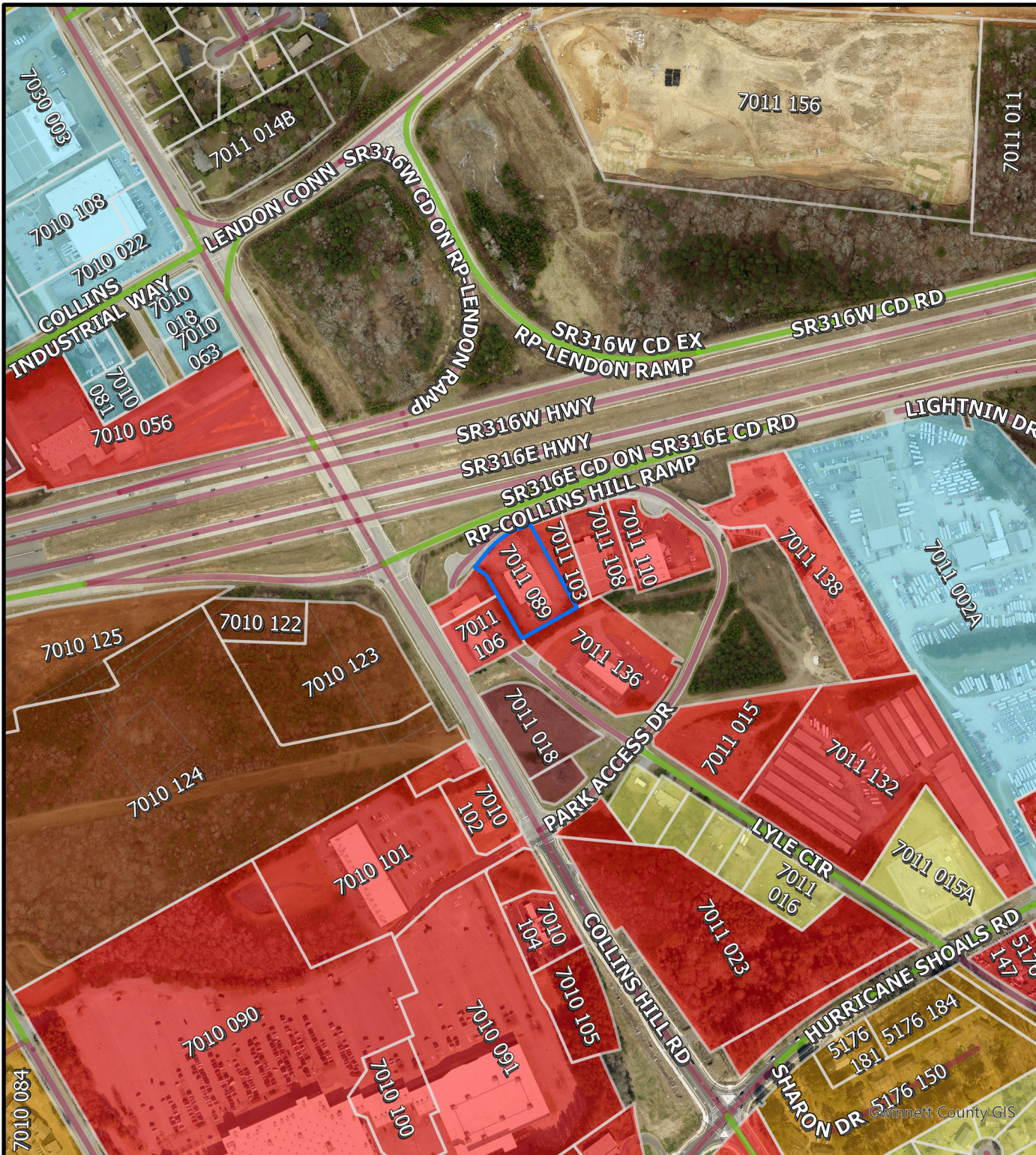
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File # SUP2023-00082

Applicant: Reece Plumbing

-  Subject Property
 -  Parcels
 -  County Maintained Streets
 -  City Maintained Streets
- Zoning Districts**
-  BG General Business
 -  HSB Highway Service Business
 -  LM Light Manufacturing
 -  CMU Community Mixed Use
 -  RM-12 Multifamily Residential
 -  RS-150 Single-Family Residential
 -  RS-180 Single-Family Residential





LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION
AGENDA CATEGORY: GENERAL DISCUSSION

Item: An Ordinance to Amend the Zoning Ordinance, ARTICLE 1; Districts

Department: Planning and Development

Date of Meeting: Wednesday, October 11, 2023

Applicant Request: Review of Amendment

Presented By: Todd Hargrave, Director of Planning and Development

Department Recommendation: **Approval**

Planning Commission Recommendation: **Approval**

Summary: Amendment to ARTICLE 1 Districts, to add new zoning classifications, rename existing classification and apply new common area standards, street network standards, and establishing a new section for homeowners association requirements, in addition to revising the Use Table to reflect changes from the Zoning Ordinance and the Code of Ordinances.

Attachments/Exhibits:

- ZON ORD_ART 1 DIST_RDLNS_10012023

AN ORDINANCE TO AMEND
ARTICLE 1 DISTRICTS, SECTION 103.2 USE TABLE
OF THE CITY OF LAWRENCEVILLE ZONING ORDINANCE

The City Council of the City of Lawrenceville, Georgia hereby ordains that the City of Lawrenceville Zoning Ordinance is amended as follows:

Section 1. Delete Article 1, Section 103.2 Use Table in its entirety, and replace it as follows:

DRAFT

103.2 Use Table

103.2

The uses set forth in the table below shall be permitted only as listed within each zoning district and only in the manner for which is listed. Any use not listed in said table shall be prohibited, except contained herein. Additionally, for any use not listed in said table, the Director of Planning and Development shall have the authority to determine the most appropriate zoning district(s) and/or Special Use Permit requirements for such use, after receiving documentation from the property owner adequately outlining and describing the specific details of the proposed use.

P- Permitted

S- Requires a Special Use Permit

Blank- Use not permitted

SAR- Supplemental or Accessory Regulations ✓- See [Article 2, Supplemental Regulations](#)

Uses	SAR	AR	RS-180	RS-150	RS-60	RM-80M	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Accessory Building and Structure	√	P	P	P	P											
Acupuncture, Holistic Medicine										S	P	P		P		
Adult Entertainment Uses	√													S		P
Agriculture (crop or animal production)	√	P														
Aircraft Factory																P
Aircraft Hangar and Maintenance															P	P
Aircraft Landing Field, Heliport, Helipad												S		S	S	P
Ambulance or Medical Transport Company												S		S	P	P
Animal Hospital or Veterinary Clinic	√	S								S	S	P		P	P	P
Antique Shop										P		P	P	P	S	
Art and School Supply Store										P		P	P	P	S	
Art Gallery										P		P	P	P		
Asphalt Plant																S

ZON ORD_ART 1 DIST_RDLNS_10012023

Uses	SAR	AR	RS-180	RS-150	RS-60	RM-85M	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Auction House										S		S	S	P	P	P
Automatic Teller Machine, Attached										P	P	P	P	P	P	P
Automatic Teller Machine-Freestanding	√									P		P	P	P		
Automobile Accessories Sales and Installation												S		S	P	P
Automobile Body Repair, Painting or Rebuilding	√											S		S	P	P
Automobile Manufacturing Plant																P
Automobile, Truck or Vehicle Storage Lot (excl. junk/wrecked vehicles)	√											S		S	S	P
Automobile Parts Store (with installation)												S		S	P	P
Automobile Parts Store (without installation)												P		P	P	P
Automobile Repair and Maintenance	√											S		S	P	P
Automobile Sales or Auction and Related Service (outdoor sales) Including Autobroker	√											S		S	S	P
Automobile Sales or Auction and Related Services (indoor only) Including Autobroker	√														P	P
Automobile Wash (Carwash)	√											S		S	P	P
Bail Bonding	√											S		S		
Bakery (Industrial)	√														P	P
Bakery (Retail)										P		P	P	P		

ZON ORD_ART 1 DIST_RDLNS_10012023

Uses	SAR	AR	RS-180	RS-150	RS-60	RM-88M	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Bank or Financial Services Institution										P	P	P	P	P	P	
Bed and Breakfast Inn	√	S	S	S									S			
Beverage Bottling Plant															P	P
Bicycle Shop										P		P	P	P	P	P
Boat and Marine Equipment Sales and Service												S		S	S	S
<u>Body Art Studios</u>	√											<u>S</u>		<u>P</u>		
Book, Music and Media Store										P		P	P	P	S	
Bowling Alley (accessory use)										P		P	P	P	S	
Bowling Alley (principle use)										S		P	S	P	S	
Brewery, Craft										S		S	S	P	P	P
Brewery, Distillery or Winery															S	S
Building Materials Sales (indoors)												P		P	P	P
Building Materials Sales (outdoors)												S		S	P	P
Bulk Storage Tank															P	P
Cabinet Shop												S			P	P
Call Center											S	P		P	P	P
Carpet and Upholstery Cleaning Service												P		P	P	P
Catering Service												P	P	P	P	P
Cement, Concrete or Masonry Plant																S
Cemetery or Mausoleum	√	S														
Cemetery, Family	√	P	P	P												

ZON ORD_ART 1 DIST_RDLNS_10012023

Uses	SAR	AR	RS-180	RS-150	RS-60	RM-88M	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Check Cashing, Wire Transfer , Payday Loan and Wire Transfer Facilities	√											S		S		
Chemical Plant (non-pharmaceutical)															S	S
Child Caring Institutions (CCI)	√	S	S	S												
Clothing, Apparel and Shoe Stores										P		P	P	P	S	
Clothing, Apparel or Shoe Manufacturing															P	P
Club, Lodge or Fraternal Organization										S	S	P	P	P	S	
Cold Storage Plant															P	P
Community Center or Cultural Facility	√	P	P	P						P	P	P	P	P	S	S
Community Garden	√	P	P	P	P	P	P	P	P	P					P	P
Community Living Arrangement (CLA)	√	S	S	S												
Composting Facility (municipal solid waste)																S
Composting Facility (yard trimmings)	√														S	P
Consignment Shop, Clothing										P		P	P	P	S	
Consignment Shop, General										P		P		P	S	
Contractors Office, Building Construction	√											P		P	P	P
Contractors Office, Heavy/Civil	√														S	P
Contractors Office, Landscape	√											S		S	P	P
Convenience Store (with fuel pumps)												P		P		
Convenience Store (without fuel pumps)												P	S	P		

ZON-ORD_ART-1-DIST_RDLNS_10012023

Uses	SAR	AR	RS-180	RS-150	RS-60	RM-85M	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Convention Facility												P			P	P
Copy Shop and Parcel Shipping Store										P		P	P	P	P	
Corporate Training and Education Centers										P	S	P	P	P	P	P
Crematory (principal use)															S	P
Customary Home Occupation	√	P	P	P	P	P	P	P	P							
Data Center											P	P		P	P	P
Day Care Facility										S	S	P	P	P	S	S
Day Care Facility (family)	√	S	S	S												
Department Store, Big Box Specialty Store or Supercenter	√											S		P		
Depot / Passenger Terminal (bus or rail)												S		S	P	P
Die Casting															P	P
Distribution Facility															P	P
Dollar or Variety Store												S		S		
Driving Instruction/DUI School												P		P		
Drug Abuse Treatment Facility	√											S		S		
Dry Cleaning										P		P	P	P	P	
Dump, Junkyard, Salvage Yard, or Automobile Junk/Salvage Yard	√														S	S
Dwelling - Mobile or; Mobile or Manufactured Home		S							P							
Dwelling -; Multifamily							P	P		P						

ZON-ORD_ART-1-DIST_RDLNS_10012023

Uses	SAR	AR	RS-180	RS-150	RS-60	RM-85M	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Dwelling -, Single-Family Detached Single-Family Detached		P	P	P	P					P						
Dwelling -, Townhouse						P		P		P						
Electronics, Cell Phone and Computer (Retail)										P		P	P	P	P	
Emissions Inspection Station	√											P		P	P	P
Equestrian Facility, Riding Stables or Academy	√	P														
Estates Sales	√	P	P	P	P											
Explosives Plant/Storage															S	S
Farmer's Market (including off-site products)		S										S	S			
Farmer's Market (on-site products only)		P										S	S			
Fat and Bone Rendering Plant																S
Feed Processing Facility															S	P
Fertilizer Plant																S
Fireworks Sales (accessory use)	√											P		P		
Fireworks Sales (principal use)	√											S		S		
Florist or Flower Shop										P	S	P	P	P	P	P
Food Processing/Packaging/Canning Plant															S	P
Food Store, Specialty (butcher, greengrocer, bakery)										P		P	P	P	P	
Fortune-Telling	√												P	P		

ZON-ORD_ART-1-DIST_RDLNS_10012023

Uses	SAR	AR	RS-180	RS-150	RS-60	RM-85M -D	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Funeral Home (including accessory crematory)												S		P	P	P
Furniture or Home Furnishings Store										P		P	P	P	P	S
<u>Garage, Rummage, Yard, and Similar Sales</u>	√	P	P	P	P											
Garden Supply Center												S		P	P	P
Gift Shop or Greeting Card Shop										P		P	P	P		
Golf Course		S	S	S												
Golf Driving Range		S										S		S	S	S
Greenhouse or Plant Nursery (wholesale)		P													P	P
Grocery Store										P		P	P	P	S	
Hair Salon, Beauty Parlor or Barber Shop	√									P	S	P	P	P		
<u>Handwriting Analysts and Fortune Tellers</u>	√													P		
Hardware Store										P		P	P	P	S	
Health Club, Spa, or Fitness Center										P		P	P	P	S	S
Heavy or Farm Equipment Sales and Service															S	P
Home Improvement Center												S		P	S	
Hookah/Vapor Bar or Lounge	√											S	S	S		
Hospice Home											S	S		P		
Hospital												P		P	P	P
Hotel or Motel	√											S	S	P		
Human Services Ministry												P		P	P	P
Interior Decorating Shop										P		P	P	P	P	P
Janitorial and Maid Services												P		P	P	P

ZON-ORD_ART 1-DIST_RDLNS_10012023

Uses	SAR	AR	RS-180	RS-150	RS-60	RM-85M -S	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Jewelry Store										P		P	P	P		
Joint Living Residence	√					S					S					
Kennel or Pet Boarding, Indoor	√	P										P		P	P	P
Kennel or Pet Boarding, with Outdoor Facilities	√	S										S		S	S	S
Laboratory (medical or dental)											S	S			P	P
Landfill	√	S														S
Laundry / Dry Cleaning Plant															P	P
Lawn Treatment Service														P	P	P
Liquid Waste Treatment/Recycling															S	S
Livestock Sales Pavilion or Auction Facility	√	S														
Livestock, keeping of (for personal utility)	√	P	S	S												
Live/Work	√									P			P			
Live/Work	√									P			P			
Locksmith												P		P	P	P
Machine Shop												S			P	P
Maintenance Shop (fleet vehicles)															P	P
Manufactured Building or Mobile Home Sales	√													S	S	P
Manufacturing, General												S	S	S	P	P
Massage Therapy Businesses	√										P	P	P	P		
Medical Office or Clinic											P	P	P	P	P	P
Metal Smelting / Forging Works																P

ZON-ORD_ART-1-DIST_RDLNS_10012023

Uses	SAR	AR	RS-180	RS-150	RS-60	RM-88M	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Motorcycle and Personal Watercraft Sales and Related Service												S		S	P	P
Motorcycle and Personal Watercraft Service and Repair												S		S	P	P
Motorcycle Parts, Accessories and Apparel Store												P		P	P	P
Movie Studio															P	P
Movie Theater, Cineplex, or Multiplex										P		P	S	P		
Moving Company												S		P	P	P
Museum or Library										P		P	P	P	P	P
Musical Instrument Store										P		P	P	P	P	P
Nightclub, Dance Club, or Lounge										S		S	S	P		
Nursing Home											S	P		P	S	S
Showroom Facility (accessory)												P		P	P	P
Outdoor Sales, or Display (retail)	√											S		S	S	S
Outdoor Storage (other than junk/salvage yards)	√														P	P
Paper / Pulp Mill																S
Parking Garage or Lot (principal use)	√									S		P	P	P	P	P
<u>Pawnbrokers and Secondhand Dealers Shop</u>	√											S		S		
Personal Care Home, Commercial											S	P	S	P		
Personal Care Home, Family	√	S	S	S												
Pest Control / Extermination Business												P		P	P	P
Pet Grooming										P		P	P	P	S	

ZON-ORD_ART-1-DIST_RDLNS_10012023

Uses	SAR	AR	RS-180	RS-150	RS-60	RM-85M	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Pet Shop or Pet Supply Store										P		P	P	P		
Petroleum Refinery / Processing Plant	√															S
Pharmaceutical Manufacturing															P	P
Pharmacy or Drug Store										P		P	P	P		
Photo Processing Plant															P	P
Place of Worship	√	S	S	S						S	P	P	P	P	S	S
Plastics Extrusion															P	P
Plumbing Equipment Dealer	√											SP		SP	P	P
Pool or Billiards Halls										S		S		S		
Poultry / Meat Processing Plant																S
Precious Metal Dealers	√									P		P	P	P		
Printing, Bookbinding or Publishing Plant												S			P	P
Quarry, Mining, Borrow Pit	√														S	S
Radio and Television Station or Studio												P		P	P	P
Railroad Repair or Storage Yard															S	P
Recording / Rehearsal Studio												P	S	P	P	P
Recovered Materials Processing Facility	√														S	P
Recreation and Entertainment Facility (indoor)												P	P	P	P	S
Recreation and Entertainment Facility (outdoor)												S		S	S	S
Recreational Vehicle Park or Campground		S														

ZON ORD_ART 1 DIST_RDLNS_10012023

Uses	SAR	AR	RS-180	RS-150	RS-60	RM-85M	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Recreational Vehicle Rental, Sales and Service												S		S	S	P
Rental, Automobile												P		P	P	P
Rental, Consumer and Commercial												S		S	P	P
Rental, Industrial															S	P
Repair Shop, Electronics and Small Appliance												P		P	P	P
Repair Shop, Major Appliance												S		P	P	P
Repair Shop, Shoe and Leather												P	P	P	P	P
Research or Testing Facility (indoor)												S			P	P
Research or Testing Facility (outdoor)															S	S
Restaurant (coffee shop, doughnut shop, or ice cream parlor)										P		P	P	P	S	
Restaurant (drive-in or drive-thru fast food)												P		P		
Restaurant (full service)										P		P	P	P	S	S
Retirement Community -> Continuing Care	✓							P		P	SS	P		P		
Retirement Community -> Independent Living	✓						P	P		P	SS	S		S		
Salvage Operation or Junk Yard	✓														S	S
Sawmills and Logging		S													S	P
School or College, Business											S	P		P	P	P
School, Montessori											P	P	P	P	P	S

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Uses	SAR	AR	RS-180	RS-150	RS-60	RM-85M	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
School, Private (College or University)		S									P	P	P	P	P	P
School, Private (Primary and Secondary)	√	S									P	P	P	P	P	P
School, Trade or Vocational												S		P	P	P
Scrap Tire Processing, Grinding or Retreading															S	S
Self-Storage or Mini-Warehouse Facility	√											S		P	P	P
Septic Tank Pumping Company															S	P
Shelter, Homeless												S		S	S	S
Shooting or Archery Range, and similar outdoor recreation		S										S		S	S	S
Shooting Ranges, Indoor												S	S	S	P	
Sign Shop (General Fabrication)												S			P	P
Sign Shop (Graphic Printing, Screen Printing)												P	P		P	P
Smoke or Novelty Shop												S		S		
Soft Drink Bottling / Distribution Plant															P	P
Solid Waste Transfer Station																S
Special Events Facility	√											S	S	S	S	S
Sporting Goods Store										P		P	P	P		
Sports Training Facility (indoor)												P		P	P	P
Sports Training Facility (outdoor)												S		S	P	P
Stadium, Concert Hall or Amphitheater										S		P	S	S	S	S

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Uses	SAR	AR	RS-180	RS-150	RS-60	RM-85M	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Stone Yard or Stone Cutting															P	P
Studio, Art										P	P	P	P	P	P	P
Studio, Dance or Martial Arts										P	S	P	P	P	P	P
Studio, Photography										P	S	P	P	P	P	P
Swimming Pool Sales Facility												P		P	P	P
Swimming Pool Supply Store												P		P	P	P
Tailor, Dressmaker, Sewing Shop										P		P	P	P	P	P
<u>Tall Structures</u>	√										<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>
Tanning Salon										P		P	P	P		
Tattoo and Body Piercing	√											<u>S</u>		<u>S</u>		
Taxi or Limousine Service	√											S		S	P	P
Taxidermist												P		S	P	P
<u>Temporary Outdoor Activity</u>	√											<u>P</u>	<u>P</u>	<u>P</u>		
Textile or Carpeting Factory															P	P
Thrift Store or Used Merchandise Sales												P		P	P	P
Title Loan <u>Lender Facility</u>	√											S		S		
Towing / Wrecker Service and Impound Lot															S	S
Toy Store, Hobby Shop or Game Store										P		P	P	P		
Travel Agency										P	P	P	P	P		
Tree Service															P	P
Truck Sales, Leasing and/or Service, Heavy	√													S	P	P
Truck Terminal or Intermodal Terminal															S	P

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Uses	SAR	AR	RS-180	RS-150	RS-60	RM-85M	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Trucking and Hauling (dirt, gravel, sand, etc.; incl. stockpiling)															S	P
Tutoring and Learning Centers										P	S	P	P	P		
Upholstery Shop												P		S	P	P
Urgent Care Facility												P		P		
Waste Incineration Facility																S
Welding Shop												S			P	P
Wholesale Membership Club												P		P	S	S
Wholesaling and Warehousing (retail accessory only)															P	P
Wood Chipping and Shredding	√														S	P

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LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION
AGENDA CATEGORY: GENERAL BUSINESS

- Item:** An Ordinance to Amend the Zoning Ordinance, ARTICLE 2; Supplemental Regulations
- Department:** Planning and Development
- Date of Meeting:** Wednesday, October 11, 2023
- Applicant Request:** Review of Amendment
- Presented By:** Todd Hargrave, Director of Planning and Development
- Department Recommendation:** **Approval**
- Planning Commission Recommendation:** **Approval**

Summary: Amendment to ARTICLE 2 Supplemental Regulations is necessary to clarify language that is consistent with Georgia State Law and the remainder of the Zoning Ordinance.

Attachments/Exhibits:

- ZON ORD_ART 2 SUPP REGS_RDLNS_10012023

AN ORDINANCE TO AMEND

ARTICLE 2 SUPPLEMENTAL AND ACCESSORY USE STANDARDS

OF THE CITY OF LAWRENCEVILLE ZONING ORDINANCE

The City Council of the City of Lawrenceville, Georgia hereby ordains that the City of Lawrenceville Zoning Ordinance is amended as follows:

Section 1. Delete Article 2 Supplemental and Accessory Use Standards in its entirety, and replace it as follows:

Supplemental and Accessory Use Standards

200.1 Purpose and Intent

- A.** The purpose of these standards is to supplement the Use Table by providing more specific standards for certain uses to ensure that they will be compatible with surrounding uses; have minimal impact on the environment; promote the health, ~~safety~~**safety**, and welfare of the community; and meet the intent of the Comprehensive Plan.
- B.** These standards apply to specific uses in all zoning districts unless otherwise noted.
- C.** Any use that is regulated by this Article and is authorized in a zoning district shall be developed in compliance with the applicable Supplemental Use or Accessory Use Standards for that use. No permit shall be issued for a use, building, or structure that does not conform to applicable provisions of this Article; except that, where any requirement of the Supplemental Use or Accessory Use Standards conflicts with a condition of rezoning, special use permit, or other action of the City Council, the conditions per the approval shall prevail.

200.2 Applicability

The Supplemental Use Standards and Accessory Use Standards listed in [Section 200.3](#) are applicable as indicated by a check mark (√) in the [Article 1, Section 103.2, Use Table](#), as requiring Supplemental or Accessory Use Standards.

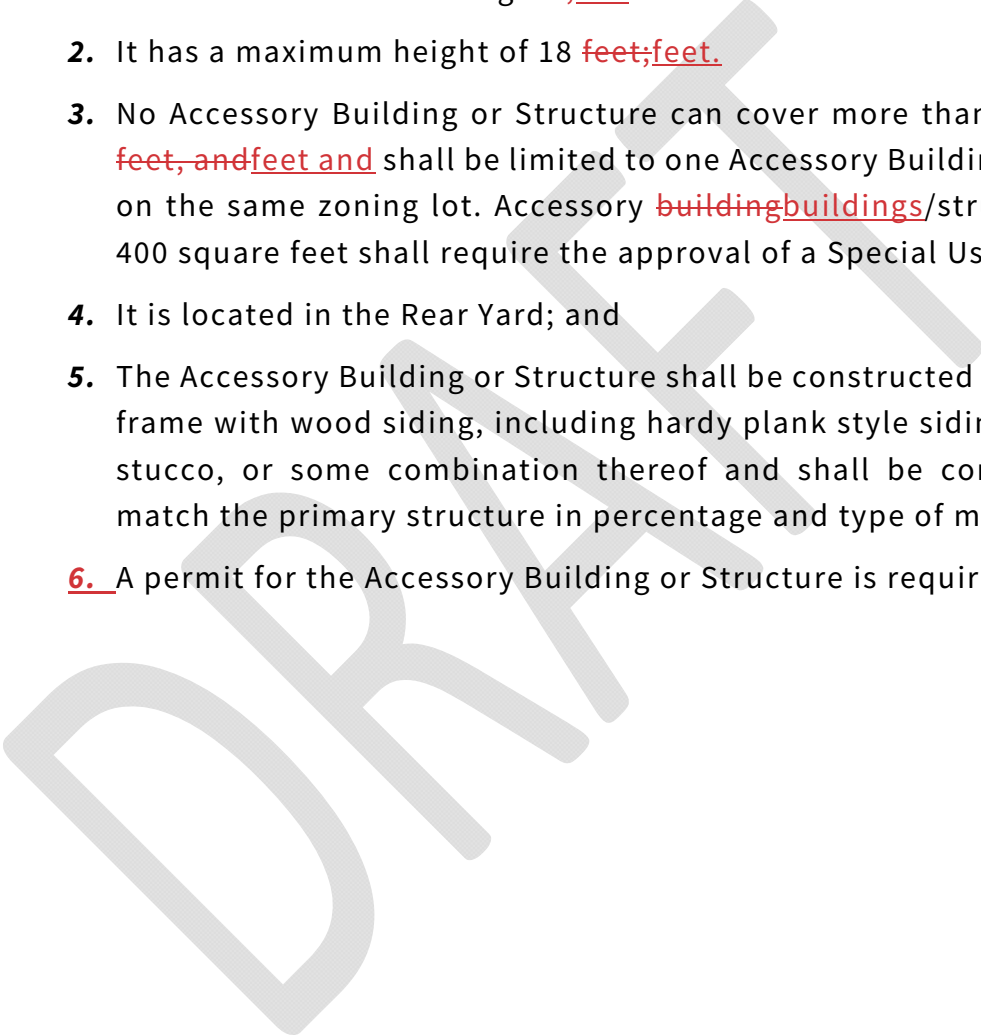
Upon passage of this Resolution, any existing regulated use is deemed a nonconforming use. Such nonconforming regulated uses shall be subject to the requirements of [Article 3, Nonconformities](#), of this Ordinance.

ZON ORD_ART 2 SUPP REGS_RDLNS_10012023

200.3 Supplemental Use Standards (As Per Section 103.2, Use Table)

200.3.1 ACCESSORY BUILDINGS AND STRUCTURES

- A.** Limited to one Accessory Building or Structure per zoning lot, provided that each of the following conditions is met:
 - 1.** A Principal Permitted Use has already been permitted and constructed on the zoning ~~lot;~~lot.
 - 2.** It has a maximum height of 18 ~~feet;~~feet.
 - 3.** No Accessory Building or Structure can cover more than 400 square ~~feet, and feet and~~ shall be limited to one Accessory Building/Structure on the same zoning lot. Accessory ~~building~~buildings/structures over 400 square feet shall require the approval of a Special Use Permit.
 - 4.** It is located in the Rear Yard; and
 - 5.** The Accessory Building or Structure shall be constructed from a wood frame with wood siding, including hardy plank style siding, masonry, stucco, or some combination thereof and shall be constructed to match the primary structure in percentage and type of materials.
 - 6.** A permit for the Accessory Building or Structure is required.



200.3.2 ADULT ENTERTAINMENT USES

Adult Entertainment shall comply with the following:

A. Permitted Use

Adult Entertainment may be permitted in the HM zoning classification.

B. Special Use Permit

Adult Entertainment may be permitted in the HSB zoning classifications with the approval of a Special Use Permit, pursuant to the City of Lawrenceville Zoning Ordinance, Article 9, Section 907. Rezoning and Special Use Permit Application Public Hearing Process.

C. Area

Lot Area shall be a minimum of three (3) acres or 130,680 square feet.

D. Location

Adult Entertainment business or use restricted under this Sub Section shall not be located:

1. Within one thousand (1,000) feet of any parcel of land which is either named or used for residential uses or purposes.
2. Within one thousand (1,000) feet of any parcel of land upon which consist of a civic center, governmental building, library, place of worship, public park or playground, school (private or public).
3. Within one thousand (1,000) feet of any parcel of land upon which another Adult Entertainment business or use regulated or defined under this Sub Section.
4. Within one thousand (1,000) feet of any parcel of land upon which any other establishment selling alcoholic beverages is located.

For the purposes of this Sub Section, distance shall be by straight line measurement from the property line, using the closest property lines of the parcels of land involved. 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.

E. Interior Lighting

The interior lighting in the premises will provide adequate visibility for patrons and public safety personnel with a minimum of 10 candles at all times, as measured from the floor.

F. Road Classification

Adult Entertainment shall be located adjacent to and directly accessed from roadway classified as an Arterial (Principal, Major, Minor), Collector Street (Major, Minor), or a State Highway.

G. Road Frontage

Adult Entertainment shall be located on a legal lot of record consisting of a minimum of one hundred fifty (150 ft.) feet immediately adjacent to an Arterial or Collector Street, or a State Highway.

H. Off-Street Parking

Adult Entertainment shall conform to the Zoning Ordinance, Article 5 Parking, Section(s) 505 through 510 (Non-residential parking requirements).

I. Development Regulations

Adult Entertainment shall conform to the City of Lawrenceville Development Regulations.

J. Buildings and Building Regulations

Adult Entertainment shall conform to the Code of the City of Lawrenceville, Georgia, Part I - Charter, Chapter 10, Buildings and Building Regulations, Article VII. Construction Codes, Division 1. - State Minimum Codes, and Division 2. City of Lawrenceville Construction Code.

K. Businesses and Business Regulations

Adult Entertainment shall conform to the Code of the City of Lawrenceville, Georgia, Part I - Charter, Chapter 12, Business and Business Regulations, Article II. Business Regulations, Division 13. - Adult Entertainment.

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~~A. — Adult uses shall include the following types of establishments (as defined in Article 10, Definitions): adult bookstores, adult entertainment establishment, and adult theater. Regulations shall be required as identified in Chapter 12, Article II, Division 13, Adult Entertainment, of the Lawrenceville, Georgia Code of Ordinances and as follows:~~

~~1. — An adult bookstore, adult entertainment establishment, or adult theater, as defined by this Ordinance, shall not be located:~~

~~a. — Within 1,000 feet of the property line of a private residential dwelling;~~

~~b. — Within 1,000 feet of the property line of any public library or branch of any public library;~~

~~c. — Within 1,000 feet from the property line of any place of worship;~~

~~d. — Within 1,000 feet of the property line of any school or college campus. The schools and colleges referred to herein shall include only such public, private, or church-supported schools as teach the subjects commonly taught in the common schools and colleges of this State, and shall not include private schools or colleges wherein only specialized subjects such as law, stenography, business, music, art, vocational occupations, and other special subjects are taught.~~

~~e. — Within 500 feet of a regular Gwinnett County school bus stop where school children board or get off the bus.~~

~~2. — The distance restrictions set out herein shall apply in any and all directions from the property line of the proposed regulated use, as measured in a straight line. This distance shall be verified by a plat showing distances furnished by the applicant and prepared by a licensed Georgia surveyor or civil engineer. This plat shall accompany and be made a part of the special use application.~~

~~3. — The interior lighting in the premises will provide adequate visibility for patrons and public safety personnel with a minimum of 10 candles at all times, as measured from the floor.~~

~~4. — The proposed use will not include material which would be obscene as defined by Georgia law.~~

~~5. — The proposed use will contain a minimum of one parking space for each 25 square feet of gross building area.~~

~~6. — The proposed use shall be on a lot having a minimum of 150 feet of road frontage on a public road, street, or highway.~~

~~7. The proposed use shall have a minimum of two driveways, which shall provide access to a public road, street, or highway.~~

~~8. The proposed use shall have a minimum of one security camera for each light standard or pole in the parking lot. The use shall maintain surveillance tapes from the camera for 90 days to guarantee the safety and security of patrons, employees, and other visitors to the site.~~

~~9. In reviewing and ruling upon the application, the governing body may consider the adverse secondary effects of the proposed activity to the extent permitted by law.~~

~~10. The Planning Commission, Mayor, and City Council shall consider whether the proposed use meets the following objective criteria:~~

~~a. The proposed use shall be consistent with the City’s Comprehensive Plan;~~

~~b. The proposed use will not generate noises, odors, visual blight, or cause any decrease in the value of surrounding properties;~~

~~c. The proposed use will not have any detrimental impact on the schools or on children traveling to and from school or school activities;~~

~~d. The proposed use will not have any detrimental impact on the residents of any City, County, or other public housing projects and the residents of such projects.~~

200.3.3 AGRICULTURAL USES (LIVESTOCK)

In agricultural zoning districts, the following shall be located no closer than 100 feet to any property line: corrals, stables, barns, pens, coops, chicken houses, and other similar livestock quarters.

200.3.4 ANIMAL HOSPITAL OR VETERINARY CLINIC

~~Special~~ Special Use Permit shall be required if any outdoor run or pen is used to house or exercise animals.

200.3.5 AUTOMATIC TELLER MACHINE - FREESTANDING

A. Only one free-standing ATM may be installed per ~~parcel~~; parcel.

B. The structure built to house the ATM shall be architecturally compatible with the primary structure and incorporate similar construction ~~materials~~; materials.

C. The structure shall not exceed a height of 12 ~~feet~~; feet.

- D.** The structure shall be setback from any right-of-way at least as required by the applicable zoning ~~district;~~district.
- E.** The structure may not be installed in any required parking ~~spaces;~~spaces.
- F.** A permanently installed trash receptacle shall be located within five feet of the structure which shall be maintained by the property owner on a regular scheduled ~~basis;~~basis.
- G.** Installation shall not reduce any required or existing ~~landscaping;~~landscaping.
- H.** All requirements of O.C.G.A. § 7-8-1 et seq. shall be ~~met;~~met.
- I.** A marked and designated travel lane shall be provided with a landscape island buffer.

200.3.6 AUTOMOBILE, TRUCK, OR VEHICLE STORAGE LOT (OTHER THAN IMPOUND LOT)

See section 200.3.5~~4~~ Outdoor Storage (Industrial)



200.3.7 AUTOMOBILE REPAIR SHOPAUTOMOBILE BODY, REPAIR, PAINTING, REBUILDING, OR REPAIR AND MAINTENANCE FACILITIES

Automobile Body, Repair, Painting, Rebuilding or Repair and Maintenance Facilities shall comply with the following:

A. Permitted Use

Automobile Body, Repair, Painting, Rebuilding or Repair and Maintenance Facilities may be permitted in the LM and HM zoning classifications.

B. Special Use Permit

A. Automobile Body, Repair, Painting, Rebuilding or Repair and Maintenance Facilities may be permitted in the BG and HSB zoning classifications with the approval of a Special Use Permit allowing Outdoor Storage, pursuant to the City of Lawrenceville Zoning Ordinance, Article 9, Section 907. Rezoning and Special Use Permit Application Public Hearing Automobile service bays are not permitted to face the street;

C. Outdoor Storage

Outdoor Storage, as defined by this Zoning Ordinance, Article 10 Definitions, shall conform to this Article, Sub Section(s) 200.3.53 Outdoor Storage – Retail, and 200.3.54 Outdoor Storage – Industrial, as applicable.

D. Automobile service bays shall not be adjacent to or visible from a public right-of-way.

B.E. A 15-foot landscaped buffer shall be required adjacent to a public right-of-way provided fronting the street;.

C.F. Overnight parking is permitted in sidein a side and rear yard areas, but the parking must be screened from view with minimum six-foot opaque fencing;fencing.

D.G. No work shall be conducted on the outside grounds of the establishment; and

H. No metal building facades.

200.3.8 AUTOMOBILE SALES—OR SALES OR AUCTION AND RELATED SERVICE (USED OR NEW CAR OUTDOOR SALES LOT)

- A. No used car lots are permitted within 100 feet of any residential ~~property;~~property.
- B. No lots smaller than 25,000 square ~~feet;~~feet.
- C. All buildings must have a permanent foundation. Architectural exterior treatments must consist of brick, or stone.
- D. The building must be at least 1000 square ~~feet;~~feet.
- E. No metal building facades; and
- F. A 15-foot ~~landscaped~~landscape buffer shall be provided fronting the street.

200.3.9 AUTOMOBILE SALES (INDOOR) OR AUCTION AND RELATED SERVICE

- A. No used car lots are permitted within 100 feet of any residential ~~property;~~property.
- B. No lots smaller than 25,000 square ~~feet;~~feet.
- C. All buildings must have a permanent foundation. Architectural exterior treatments must consist of brick, or stone.
- D. The building must be at least 1000 square ~~feet;~~feet.
- E. No metal building facades; and
- F. A 15-foot ~~landscaped~~landscape buffer shall be provided fronting the street.
- G. Auto repair shall be prohibited.
- H. Display and outdoor storage shall be prohibited.

200.3.10 AUTOMOBILE WASH - AUTOMATIC AND SELF SERVICE

- A. Metal building facades are prohibited; and
- ~~B. Pre-fabricated~~Prefabricated awning type structures are only permitted at automatic facilities.

200.3.11 BAIL BONDING

~~A.~~ The use is only allowed with a Special Use permit on properties which front Buford Drive from

~~B.A.~~ SR 316, north of the city limits.

~~C.B.~~ The color of ~~building~~the building and signage must be approved through the Special Use Permit process.

~~D.C.~~ ~~The parking~~Parking of commercial vehicles is prohibited.

~~E.D.~~ Vehicle signage is prohibited.

200.3.12 BAKERY (INDUSTRIAL; RETAIL BAKERY AS AN ACCESSORY USE)

A. Accessory retail sales of baked goods produced on-site shall be limited to 15-percent of the gross floor area.

B. All activities associated with accessory retail sales of baked goods produced on-site shall be conducted indoors.

C. Accessory retail sales of baked goods produced on site shall be limited to Monday through Friday from 8 AM to 5 PM, and Saturday from 8AM until 1 PM.

D. Accessory retail sales of baked goods produced off-site shall be prohibited.

200.3.13 BED AND BREAKFAST INN

- A.** Bed and Breakfast Inns shall be subject to the following requirements:
 - 1.** The operator of the establishment shall reside in the dwelling.
 - 2.** The use shall have a ~~lot area~~lot area of not less than 20,000 sq. ft. and a floor area of the dwelling unit of no less than 2,500 sq. ft.
 - 3.** No guest shall reside in a Bed and Breakfast Inn for a period in excess of 14 days.
 - 4.** If located in a residential zoning district, the structure shall be compatible with the character of the neighborhood in terms of height, setbacks, and bulk. Any modifications to the structure shall be compatible with the character of the neighborhood.
 - 5.** Guestrooms may not be equipped with cooking facilities.
 - 6.** In residential zoning districts, food may be served on the premises only for overnight guests and employees of the Bed and Breakfast Inn. However, a restaurant serving up to 50 additional guests may be permitted subject to approval of a Special Use Permit (Article 9, Administration and Enforcement).

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200.3.14 BODY ART STUDIOS

Body Art Studios shall comply with the following:

A. Permitted Use

Body Art Studios may be permitted in the HSB zoning classification.

B. Special Use Permit

Body Art Studios may be permitted in the BG zoning classification with the approval of a Special Use Permit, pursuant to the City of Lawrenceville Zoning Ordinance, Article 9, Section 907. Rezoning and Special Use Permit Application Public Hearing Process.

C. Location

Body Art Studios businesses or uses restricted under this Sub Section shall not be located:

1. Within one thousand (1,000) feet of a regulated Body Art Studios businesses or uses.
2. Within five hundred (500) feet of any parcel of land upon which consist of a civic center, governmental building, library, place of worship, public park or playground, or school (private or public).
3. Within one hundred (100) feet of an RS-180, RS-150, RS-60, RS-50, RS-TH, RM-12, RM-24, and CMU zoning classification.

For the purpose of this Section, distance shall be by straight line measurement from the property line, using the closet property lines of the parcels of land involved. 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.

D. Road Classification

Body Art Studios shall be located adjacent to and directly accessed from roadway classified as an Arterial (Principal, Major, Minor), Collector Street (Major, Minor), or a State Highway.

E. Off-Street Parking

Body Art Studios shall conform to the Zoning Ordinance, Article 5 Parking, Section(s) 505 through 510 (Non-residential parking requirements).

F. Development Regulations

Body Art Studios shall conform to the City of Lawrenceville Development Regulations.

G. Building and Building Regulations

Body Art Studios shall conform to the Code of the City of Lawrenceville, Georgia, Part I – Part I – Charter, Chapter 10, Buildings and Building Regulations, Article VII. Construction Codes, Division 1. – State Minimum Codes, and Division 2. City of Lawrenceville Construction Code.

H. Businesses and Business Regulations

Body Art Studios shall conform to the Code of the City of Lawrenceville, Georgia, Part I – Charter, Chapter 12, Business and Business Regulations, Article II. Business Regulations, Division 15. – Body Art.

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~~**200.3.14 BUSINESS AND COMMERCIAL VEHICLES IN RESIDENTIAL DISTRICTS**~~

- ~~**A.** A maximum of two Business Vehicles (as defined in Article 10, Definitions) shall be allowed per residence with the exception that any ladders must be removed from the Business Vehicles while parked at the residence.~~
- ~~**B.** Commercial Vehicles (as defined in Article 10, Definitions) are prohibited in all residential zoning districts.~~

200.3.15 CEMETERY, FAMILY CEMETERY, OR MAUSOLEUM

- A.** Except when used as an accessory to a place of worship, cemeteries, family cemeteries, and mausoleums shall conform to the following requirements:
 - 1.** The cemetery may front only on a street classified as a Collector or Arterial roadway in the Comprehensive Plan or along a State Highway, and the entrance and exits to the cemetery shall only be from the classified street on which it fronts.
 - 2.** The cemetery shall be bordered by a 15-foot-wide buffer and a minimum six-foot-high decorative fence or wall along all of its exterior property lines and frontage streets and not extending into the required front yard. The buffer strip shall be planted with evergreen trees or shrubs that grow at least eight feet tall and provide an effective visual screen.
 - 3.** Prior to the approval of a request to use property as a cemetery, a site plan and a covenant for perpetual care shall be submitted to the Planning and Development Department. The covenant for perpetual care shall include measures to be undertaken to preserve, protect, and provide for ongoing maintenance, including fencing, landscaping, and gravesites.
 - 4.** The covenant for perpetual care and a plat of survey delineating the limits of the cemetery shall be recorded by the Gwinnett County Clerk of Superior Court (Deeds and Records).

200.3.16 CHECK CASHING, PAYDAY LOAN, ~~PAWN SHOP, TITLE LOAN, AND WIRE TRANSFER FACILITIES~~

A. Permitted Use

~~Check Cashing, Payday Loan and Wire Transfer Facilities may be permitted as an Accessory Use to a Principal Use (e.g., Convenience Store, Department Store, Discount Store, Grocery Store, Supercenter) in the BG and HSB zoning classifications.~~

~~A. allowed by right as an accessory to accessory to the principal use to a Discount Department Store or Supercenter, Grocery Store, or Convenience Store, at which there shall be no exterior ground, wall, or window signage accompanying the accessory use.~~

B. Special Use Permit

~~Check Cashing, Payday Loan, and Wire Transfer Facilities as Principal Use may be permitted in the BG and HSB zoning classification with the approval of a Special Use Permit, pursuant to the City of Lawrenceville Zoning Ordinance, Article 9, Section 907. Rezoning and Special Use Permit Application Public Hearing Process.~~

C. Location

~~Check Cashing, Payday Loan, and Wire Transfer Facilities businesses or uses restricted under this Sub Section shall not be located:~~

- ~~4. Within one thousand five hundred (1,500) feet of a Check Cashing, Payday Loan, and Wire Transfer Facilities businesses or uses.~~
- ~~5. Within five hundred (1,000) feet of any parcel of land upon which consist of a civic center, governmental building, library, place of worship, public park or playground, or school (private or public).~~
- ~~6. Within five hundred (500) feet of an RS-180, RS-150, RS-60, RS-50, RS-TH, RM-12, RM-24, and CMU zoning classification.~~

~~For the purpose of this Section, distance shall be by straight line measurement from the property line, using the closet property lines of the parcels of land involved. 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.~~

D. Road Classification

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Check Cashing, Payday Loan, and Wire Transfer Facilities shall be located adjacent to and directly accessed from roadway classified as an Arterial (Principal, Major, Minor), Collector Street (Major, Minor), or a State Highway.

E. Off-Street Parking

Check Cashing, Payday Loan, and Wire Transfer Facilities shall conform to the Zoning Ordinance, Article 5 Parking, Section(s) 505 through 510 (Non-residential parking requirements).

F. Development Regulations

Check Cashing, Payday Loan, and Wire Transfer Facilities shall conform to the City of Lawrenceville Development Regulations.

G. Building and Building Regulations

Check Cashing, Payday Loan, and Wire Transfer Facilities shall conform to the Code of the City of Lawrenceville, Georgia, Part I – Part I – Charter, Chapter 10, Buildings and Building Regulations, Article VII. Codes, Division 1. – State Minimum Codes, and Division 2. City of Lawrenceville Construction Code.

H. Exemptions

~~B. The use shall be permitted only on a parcel of land which has direct access to a major thoroughfare;~~

~~C. The establishment shall not be permitted within 1,500 feet of another like use;~~

~~D. The establishment shall not be permitted within 1,000 feet of a school zone; and~~

~~E. The establishment may not be within 100 feet of any residential property.~~

~~F. This section shall exempt Ggrocery Stores that do not charge a fee to cash a check as cashing customer's checks as a convenience is incidental to their main business of selling food and household items. This Subsection shall also exempt tax preparation services such as H&R Block.~~

200.3.17 CHILD CARING INSTITUTIONS (CCI)

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- A.** Child Caring Institutions (CCI) facilities shall be located on a lot of at least 1 acre in size.
- B.** Shall be limited to no more than eight residents.
- C.** A Special Use permit is required.

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200.3.18 COMMUNITY CENTER OR CULTURAL FACILITY

- 1. In residential zoning districts, community centers or cultural facilities shall conform to the following requirements and restrictions. Residentially zoned properties not meeting these requirements shall be required to obtain a Special Use Permit.
- ~~2. Community Center or Cultural Facilities shall be located on a parcel of land adjacent to and directly accessed from roadway classified as an Arterial (Principal, Major, Minor), Collector Street (Major, Minor), or a State Highway.~~
- ~~3. Community Center and Cultural Facilities shall have a minimum acreage of They shall be located on an Arterial Roadway or Collector Street as identified in the Comprehensive Plan or State Highway on a site of not less than five acres.~~
- ~~2-4. Community Center and Cultural Facilities shall have a minimum of withtwo hundred fifty (-250) feet of road frontage.~~
- ~~3-5.~~ The buildings shall be located not less than 50 feet from any street and not less than 30 feet from any side or rear property line.
- ~~4-6.~~ Parking shall not be provided in the front yard setback area.
- ~~5-7.~~ A minimum 50-foot-wide buffer shall be provided adjacent to ~~residentially zoned~~ residentially zoned properties.
- ~~6-8.~~ Accessory Uses Requiring Special Use Permit. In residential zoning, the following additional uses may be permitted as accessory to a community center or cultural facility only upon approval of a Special Use Permit:
 - a. Lighted outdoor ball fields, pools, or similar recreation facilities.
 - b. Cemeteries or mausoleums.
 - c. Day Care Centers.
 - d. Kindergartens.
 - e. Private schools (K-12).
 - ~~f.~~ Health and social services including out-patient clinics, transitional housing, shelters, and other similar facilities.

200.3.19 COMMUNITY GARDEN

- A.** Community gardens shall be subject to the following requirements:
 1. The garden shall not be located within any required buffer.
 2. Outdoor lighting shall be prohibited.
 3. Signage shall be limited to a single, non-illuminated sign of no more than four square feet.
 4. Gardening equipment and machinery must be stored in an enclosed, secure building or shed. Retail sales shall be prohibited.
 5. Composting is permitted on the premises if stored in a manner that controls odor, prevents insect or rodent infestation, and minimizes runoff into waterways and onto adjacent properties.
 6. The garden must maintain an orderly ~~appearance, and appearance~~ and may not be neglected or allowed to become overgrown or eroded.
 7. If a community garden ceases operation, and is no longer desired by the owners, it shall be stabilized with grass, trees, and/or shrubbery in accordance with a plan submitted for approval by the Director.

200.3.20 COMMUNITY LIVING ARRANGEMENT (CLA)

Community Living Arrangement (CLA) facilities shall be located on a lot of at least one acre in ~~size, and size and~~ shall be limited to no more than eight residents.

200.3.21 COMPOSTING FACILITY, YARD TRIMMINGS

- A. Yard Trimmings Composting Facilities shall meet the following design standards:
 1. Composting materials shall be limited to tree stumps, branches, leaves, and grass clippings, or similar putrescent vegetative materials. Composting materials shall not include animal products or inorganic materials such as bottles, cans, plastics, metals, or similar materials.
 2. Along the entire road frontage (except for approved access crossings), and along the side and rear property lines, provide a landscape earthen berm and/or a fence or masonry wall. Landscape earthen berms shall be three feet high with a maximum slope of three-to-one. Fences or masonry walls shall be a minimum of six feet high and composed of 100-percent-opaque solid wood. The fence/wall or berm must be located outside of any public right-of-way and interior to any landscape strip. The finished side of a wall shall face the exterior property lines.

200.3.22 CONTRACTOR’S OFFICE

~~See Section 200.3.51 Outdoor storage (retail) and 200.3.52 Outdoor Storage (Industrial).~~ See Section 200.3.53 Outdoor storage (retail) and 200.3.54 Outdoor Storage (Industrial).

200.3.23 CONSTRUCTION TRAILER/TEMPORARY BUILDING

A temporary building or buildings for use in connection with a construction project or land subdivision development shall be permitted on the land of the project during the construction period.

200.3.24 CUSTOMARY HOME OCCUPATION

- A.** Any use, such as a home-based business, customarily conducted entirely within the dwelling and carried on by the inhabitants thereof, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof.
- B.** No person other than members of the family residing on the premises shall be engaged in such home occupation.
- C.** The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes. No home occupation shall be conducted in any accessory building.
- D.** There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation.
- E.** There shall be no receipt or delivery of goods sold in connection with such home occupation nor shall any inventory of goods for sale be stored or maintained in or about the ~~premises~~premises.
- F.** No traffic shall be generated by such home occupation than would normally be expected in a residential neighborhood. The off-site employees of the resident shall not congregate on the premises for any purpose concerning the business of home occupation.
- G.** No equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses at the lot line of the operation conducted in a single-family residence, or outside the dwelling unit if conducted somewhere other than a single-family residence. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the ~~premises, or~~premises or causes fluctuations in electrical line voltage off the premises.
- H.** A Special Use Permit shall be required if the above minimum restrictions are not met.

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200.3.25 DAY CARE FACILITY (FAMILY)

- A.** Day Care Facility (family) must meet the following criteria:
 - 1.** The day care facility (family) must be properly licensed through the Department of Early Care and ~~Learning~~; Learning.
 - 2.** Proof of owner consent to operate a family day care home must be provided to the Department of Planning and Development if the property is ~~leased~~; leased.
 - 3.** A drop-off and pick-up plan must be provided to the Department of Planning and Development which illustrates that the operation will not have adverse effects on the flow of traffic; and
 - 4.** No more than five children under 18 years of age, including children residing in the home, may be cared for at one time.

200.3.26 DEPARTMENT STORE OR SUPERCENTER

Such stores may offer automobile maintenance and tire service as a by-right accessory use, provided that junked or wrecked vehicles shall not be allowed on-site, and vehicles undergoing routine service are not kept on the property for more than 48 hours. Maintenance bay doors shall not face a public right-of-way.

200.3.27 DRIVE-THROUGH SERVICE WINDOWS

- A.** Drive-through service windows shall provide adequate queue space for a minimum of three cars per lane.
- B.** Stacking lanes shall be delineated from traffic aisles, other stacking lanes, and parking areas with striping, curbing, landscaping, and the use of alternative paving materials or raised medians.
- C.** Stacking lanes shall be designed to prevent circulation congestion, both on site and on adjacent public streets. The circulation shall:
 - 1.** Separate drive-through traffic from site ~~circulation~~; circulation.
 - 2.** Not impede or impair access into or out of parking ~~spaces~~; spaces.
 - 3.** Not impede or impair vehicle or pedestrian traffic movement; and
 - 4.** Minimize conflicts between pedestrian and vehicular traffic with physical and visual separation between the two.
- D.** Stacking lanes shall not interfere with required loading and trash storage areas and loading or trash operations shall not impede or impair vehicle movement. If said separate stacking lane is curbed, an emergency ~~by-pass~~ bypass or exit shall be provided.
- E.** No outdoor speakers shall be employed within 200 feet of any single-family residential use.

200.3.28 DRUG ABUSE TREATMENT FACILITY

- A.** The Drug Abuse Treatment Facility must, at all times, be approved and properly licensed through the Georgia Department of Community ~~Health~~; Health.
- B.** No Drug Abuse Treatment Facility may be located within 1,000 feet of any residential property, measured from property line to property ~~line~~; line.
- C.** No Drug Abuse Treatment Facility may be located within 1,000 feet of any other Drug Abuse Treatment Facility, measured from property line to property ~~line~~; line.
- D.** No Drug Abuse Treatment Facility may be located within 1,000 feet of any school or university; and
- E.** The Drug Abuse Treatment Facility must be located on a major thoroughfare.

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200.3.29 DUMP, JUNKYARD, SALVAGE YARD, AUTOMOBILE JUNK/SALVAGE YARD

Dump, Junkyard, Salvage Yard, Automobile Junk/Salvage Yard facilities shall comply with the following:

A. Special Use Permit

Dump, Junkyard, Salvage Yard, Automobile Junk/Salvage Yard facilities may be permitted in the LM and HM zoning classification with the approval of a Special Use Permit allowing Outdoor Storage, pursuant to the City of Lawrenceville Zoning Ordinance, Article 9, Section 907. Rezoning and Special Use Permit Application Public Hearing

B. Location

Dump, Junkyard, Salvage Yard, Automobile Junk/Salvage Yard facilities restricted under this Sub Section shall not be located:

1. Within three hundred (300) feet of any parcel of land which consists of a commercial, mixed-use, multifamily, office institutional or single-family zoning classification.
2. Within one thousand (1,000) feet of a public right-of-way having a right-of-way of 100 feet or greater.

For the purposes of this Sub Section, distance shall be by straight line measurement from the property line, using the closest property lines of the parcels of land involved. 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.

C. Screening

Dump, Junkyard, Salvage Yard, Automobile Junk/Salvage Yard facilities shall be completely enclosed with a solid (opaque) fencing, no less than eight feet high, and in no case less than such height as will effectively screen all storage and other operations from view.

D. Road Classification

Dump, Junkyard, Salvage Yard, Automobile Junk/Salvage Yard facilities shall be accessed from a roadway classified as an Arterial or Collector Street, or a State Highway.

E. Off-Street Parking

Dump, Junkyard, Salvage Yard, Automobile Junk/Salvage Yard facilities shall conform to the Zoning Ordinance, Article 5 Parking, Section(s) 505 through 510 (Non-residential parking requirements).

F. Development Regulations

Dump, Junkyard, Salvage Yard, Automobile Junk/Salvage Yard facilities shall conform to the City of Lawrenceville Development Regulations.

G. Building and Building Regulations

Dump, Junkyard, Salvage Yard, Automobile Junk/Salvage Yard facilities shall conform to the Code of the City of Lawrenceville, Georgia, Part I – Part I – Charter, Chapter 10, Buildings and Building Regulations, Article VII. Construction Codes, Division 1. – State Minimum Codes, and Division 2. City of Lawrenceville Construction Code.

~~A. The junkyard shall not be located any closer than 300 feet from a residential or commercial zoning district boundary line.~~

~~B. The junkyard must be completely enclosed with a solid fence not projecting into the right of way of any roadway adjoining said junkyard, no less than eight feet high, and in no case less than such height as will effectively screen all storage and other operations from view.~~

~~C. The junkyard shall not be located any closer than 1,000 feet from the nearest edge of the right of way of any roadway within the City limits of Lawrenceville, Georgia, having a right of way of 100 feet or greater.~~

200.3.30 ELECTRONIC MESSAGE CENTER (EMC)

Electronic Message Centers (EMC) shall require a Special Use Permit unless it meets all of the standards in [Article 7, Signs](#), as it relates to EMC’s.

200.3.31 EMISSIONS INSPECTION STATIONS

- A. Emissions inspection stations shall meet the following design standards:
 1. The facility shall be located in a permanent non-combustible structure.
 2. The structure shall include a designated indoor public waiting area (minimum three fixed seats) with restrooms; or as an alternative, shall

provide the required designated indoor waiting area and restrooms upon the same lot, within 500 feet of the testing facility.

3. The facility shall provide a minimum of four paved parking spaces. Drive-through facilities shall also provide a paved stacking lane for a minimum of four vehicles. Parking spaces and stacking lane shall be ~~striped~~striped.

4. If constructed in an existing parking lot, the facility and stacking lane(s) shall not occupy any required on-site parking space or encroach into any minimum required driveway width.

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200.3.32 EQUESTRIAN FACILITIES, RIDING STABLES, OR ACADEMIES

Stables, corrals, riding rings, and other similar facilities shall not be located closer than 100 feet to any property line.

200.3.33 ESTATE SALES

Estate Sales shall comply with the following:

A. Permitted Use

Estate Sales may be permitted in the AR, RS-180, RS-150, and RS-60 zoning classification.

B. Businesses and Business Regulations

Estate Sales shall conform to the Code of the City of Lawrenceville, Georgia, Part I – Charter, Chapter 12, Business and Business Regulations, Article II. Business Regulations, Division 22. – Estate Sales.

200.3.33 200.3.34 **FENCEES AND WALLS**

200.3.33 43.1 **HEIGHT OF FENCING OR WALLS**

Except as provided in Section 200.3.343.2, no wall or fence in a residential zoning district shall exceed 4 feet in height within a required front building setback line or 6 feet in height in the balance of the yard.

200.3.33.2 200.3.34.2 **EXCEPTIONS TO SECTION 200.3.343.1 ARE AS FOLLOWS:**

- A.** A fence or wall that encloses an approved stormwater management facility may be a maximum of 6 feet in height.
- B.** A fence or wall enclosing a tennis court may be a maximum of 12 feet in height.
- C.** The City Council may condition the approval of a Rezoning or Special Use Permit to require that walls or fences of a height in excess of these regulations ~~shall~~may be placed in any yard where such walls or fence is necessary to provide screening.
- D.** Lots with double frontage may have a fence up to 6 feet in height in the no access easement.

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~~200.3.33.2~~200.3.34.3 **SUBDIVISION ENTRANCE FEATURES**

Walls or fences incorporated into a subdivision entrance feature shall not exceed ten feet in height and shall be subject to review and approval by the Director after the submission of a landscape plan, site plan and architectural elevations to the Department.

~~200.3.33~~200.3.34.4 **FENCE MATERIALS**

- A. Any wall or fence which extends into the required front yard on property less than 3 acres in area shall be ornamental or decorative and constructed of brick, stone, wood, wrought iron, or split rail.
- B. No wall or fence constructed of woven wire or metal fabric (chain link, hog wire or barbed wire) shall extend into a front yard, except fences enclosing stormwater facilities shall ~~consist~~consist of vinyl coated chain link fencing material. Woven wire or metal fabric fences may extend into a front yard when property ~~contain~~contains a minimum of 3 acres.
- C. Electric and barb wire fences shall be prohibited in residential districts except on lots which meet or exceed the minimum requirements for raising and keeping of livestock (3 acres).
- D. Exposed concrete ~~block~~blocks, tires, scrap metal, sheet metal, plastic/fiberglass sheeting, vinyl siding or fabric, plywood, pallet material, junk or other discarded items shall be prohibited as fence material in residential and non-residential districts.

~~200.3.34~~200.3.35 **FIREWORKS SALES**

Retail sales of fireworks shall be subject to the following restrictions:

- A. Sales and storage of fireworks shall comply with all applicable federal, ~~state~~state, and local regulations.
- B. The sale of consumer fireworks as a principal use shall require approval of a Special Use Permit.
- C. Accessory sale of consumer fireworks shall be limited to convenience stores, discount stores, dollar or variety stores, grocery stores, hardware stores, pharmacy and drug stores, sporting goods stores, and wholesale membership clubs.
- D. Outdoor sales shall be in accordance with section 200.3.49.

200-3.35200.3.36 FOOD TRUCKS

- A.** Food Trucks may only be located on a lot with a principally permitted use on the same zoning lot, and shall be a special use permitted in an OI Office/Institutional, any B Business District, or M Manufacturing District provided the following conditions can be met:
 - 1.** A food truck operator shall have written permission ~~by~~from the property owner to conduct business. ~~Food trucks shall only be stored in manufacturing zoning districts according to 200.3.52 when not in operation.~~ Such permission shall identify the dates and times of operation.
 - 2.** Unless otherwise specified or permitted by the City, food truck hours shall only be between the hours of 10:00 am and close of business of the primary use of the lot on which the food truck is operating.
 - 3.** The food truck must be licensed by the Gwinnett County Health Department and have a valid business license for food truck operations.
 - 4.** A maximum of 2 food trucks on ~~lots~~lots of one-half acre to one acre in size.
 - 5.** A maximum of 3 food trucks on lots greater than one acre.
 - 6.** Temporary outdoor seating is only permitted upon review and approval of Planning the Planning and Development Department~~Director~~.
 - 7.** Food trucks shall not block any ingress/egress or vehicular circulation in a parking lot, loading/unloading area, or building entrance.
 - 8.** Food trucks shall not block any fire hydrant or fire lane.
 - 9.** Food truck operations shall be located a minimum of 100 feet from a residential dwelling.
 - 10.** No audio speakers or on-site/off-site signage shall be permitted other than what is displayed on the food truck.
 - 11.** Grease, liquid waste, and garbage shall not be disposed of on-site.
 - 12.** Food trucks shall be subject to all other applicable City and County Ordinances related to food operations.

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13. Food trucks may not conduct sales when parked on a public street unless approved by the Planning Director and City Engineer.

14. Food trucks shall not locate on a vacant lot or on a lot where the principal building is vacant or unoccupied.

200.3.3614. FORTUNE TELLING

~~See the Code of the City of Lawrenceville, Chapter 12 – Businesses and Business Regulations, Article II – Business Regulations, Division 10. Handwriting Analysts and Fortune Telling.~~

200.3.37 GARAGE, RUMMAGE, OR YARD, AND SIMILAR SALES

A. Permitted Use

Garage, Rummage, Yard, and Similar Sales may be permitted in the AR, RS-180, RS-150, and RS-60 zoning classification.

Garage, yard, rummage, and similar sales ~~shall~~ may be permitted from an occupied residence, or group of residences in the case of a neighborhood event, subject to the following requirements and limitations:

B. Authorization

It shall be unlawful for any person or entity to conduct a yard sale from property zoned or used for residential purposes unless the person or entity conducting the yard sale shall have received a Garage, Rummage, Yard, and Similar Sales Permit from the city authorizing sale. Failure to obtain a permit could result in additional fees, fines, and court costs.

C. General Requirements

- 1. Yard Sales Permit shall not be permitted on any premises more than two times in a calendar year.
- 2. A second Yard Sales Permit on the premises shall not be issued until thirty (30) days after the last day of the previously issued permit.
- 3. Yard Sales Permits shall be limited to four consecutive days and shall be allowed only between the hours of 8:00 a.m. and 6:00 p.m.

D. Display Area

- 1. All personal property offered for sale shall be displayed within the residence, garage, carport, or rear yard area.

- 2. Items sold must be used goods from the participating household(s), and not goods purchased for resale. Items for sale may not be displayed on the public sidewalk, street, or right-of-way.

E. On-Street Parking And Sidewalks

- 1. Parking motor vehicles is restricted to one side of the street, and where practical, shall be restricted to the same side of the street which the sale will be conducted.
- 2. No permit holder shall allow vehicles to impede the passage of traffic on any public right-of-way in the vicinity of the sale.
- 3. Permit holders shall keep the public right-of-way and general vicinity of the sale free from trash and litter.
- 4. No permit holder shall permit persons to line up or congregate, either on foot or in automobiles, prior to the start of the event.
- 5. Permit holders shall report to the Police Department any vehicles which are parked in violation of this Subsection.

F. Noise Control

Noise Control shall conform to the Code of the City of Lawrenceville, Georgia, Part I – Charter, Chapter 20, Environment, Article III. Noise Control.

G. Signs

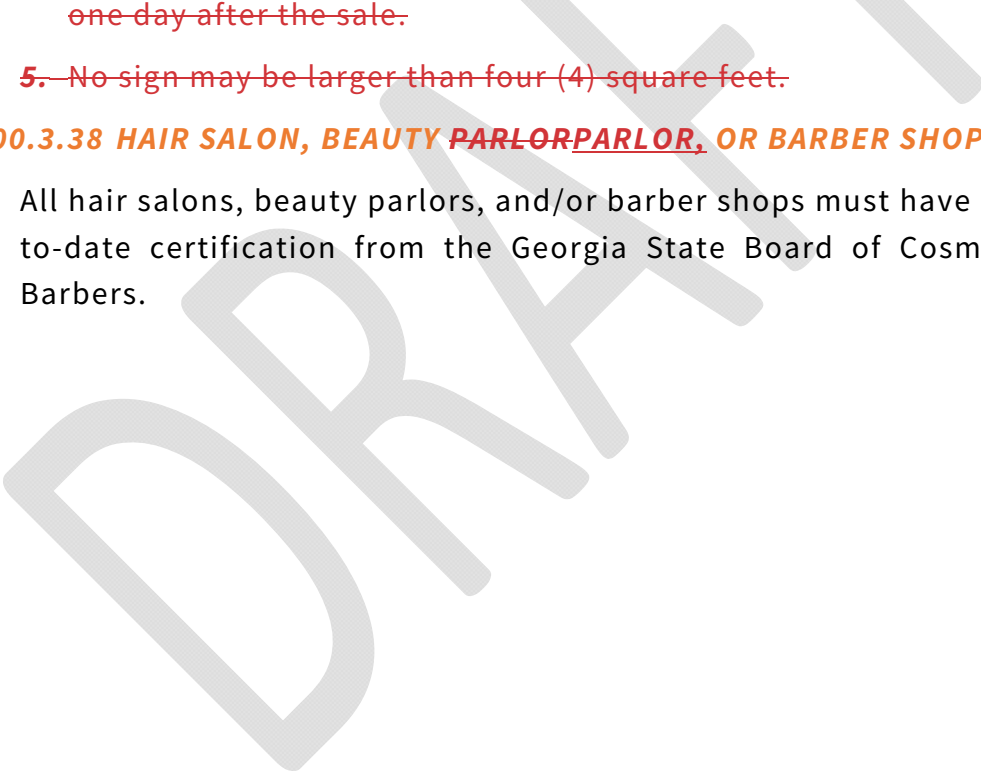
- 1. Any signs for the sale shall be removed immediately upon closing of the sale. Signs may not be posted on telephone poles, streetlights, traffic signs, or any other structure in the public right-of-way.
- 2. All signs placed off-site shall have the permission of the owner of the property on which the sign is to be placed. Signs may be posted the morning of the sale and must be taken down on a daily basis.
- 3. No sign may be larger than four (4) square feet.

~~Garage, yard, rummage, and similar sales shall be permitted from an occupied residence, or group of residences in the case of a neighborhood event, subject to the following requirements and limitations:~~

- ~~1. Sales may only occur on Friday, Saturday, and/or Sunday. The collective total of all such sales shall not exceed four (4) events in any calendar year. Sales are limited to between 8:00 a.m. and 5:00 p.m.~~
- ~~2. Items sold must be used goods, from the participating household(s), and not goods purchased for resale. Items for sale may not be displayed on the public sidewalk, street, or right-of-way.~~
- ~~3. Any signs for the sale shall be removed immediately upon closing of the sale. Signs may not be posted on telephone poles, street lights, traffic signs, or any other structure in the public right-of-way.~~
- ~~4. All signs placed off-site shall have the permission of the owner of the property on which the sign is to be placed. Signs may be posted no more than one week before the sale weekend, and must be taken down within one day after the sale.~~
- ~~5. No sign may be larger than four (4) square feet.~~

200.3.38 HAIR SALON, BEAUTY PARLOR~~PARLOR~~, OR BARBER SHOP

All hair salons, beauty parlors, and/or barber shops must have a posted up-to-date certification from the Georgia State Board of Cosmetology and Barbers.



200.3.39 HANDWRITING ANALYSTS AND FORTUNE TELLERS

Handwriting Analysts and Fortune Tellers shall comply with the following:

A. Permitted Use

Handwriting Analysts and Fortune Tellers may be permitted in the HSB zoning classification.

B. Road Classification

Handwriting Analysts and Fortune Tellers shall be located adjacent to and directly accessed from roadway classified as an Arterial (Principal, Major, Minor), Collector Street (Major, Minor), or a State Highway.

C. Off-Street Parking

Handwriting Analysts and Fortune Tellers shall conform to the Zoning Ordinance, Article 5 Parking, Section(s) 505 through 510 (Non-residential parking requirements).

D. Development Regulations

Handwriting Analysts and Fortune Tellers shall conform to the City of Lawrenceville Development Regulations.

E. Building and Building Regulations

Handwriting Analysts and Fortune Tellers shall conform to the Code of the City of Lawrenceville, Georgia, Part I – Part I – Charter, Chapter 10, Buildings and Building Regulations, Article VII. Construction Codes, Division 1. – State Minimum Codes, and Division 2. City of Lawrenceville Construction Code.

F. Businesses and Business Regulations

Handwriting Analysts and Fortune Tellers shall conform to the Code of the City of Lawrenceville, Georgia, Part I – Charter, Chapter 12, Business and Business Regulations, Article II. Business Regulations, Division 10. – Handwriting Analysts and Fortune Tellers.

See the Code of the City of Lawrenceville, Chapter 12 – Businesses and Business Regulations, Article II – Business Regulations, Division 10. – Handwriting Analysts and Fortune Telling.

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~~200.3.39~~200.3.40 **HELICOPTER LANDING PAD**

1. Air services are not permitted to be the primary business or use of the property.
2. No commercial air services are permitted (i.e.: air taxi, sightseeing, crop dusting, aircraft sales, etc.).
3. The owner must hold a valid permit from the Federal Aviation Administration.

~~200.3.40~~200.3.41 **HOOKAH/VAPOR BAR OR LOUNGE**

1. Smoking of Hookah in any establishment that serves alcohol shall be prohibited.
2. Hours of operation shall not exceed 11:00pm.
3. Hookah bars and lounges shall not serve patrons under the age of 18.
4. Accessory sale of consumer hookah/vapes shall be limited to convenience stores, discount stores, dollar or variety stores, grocery stores, hardware stores, pharmacy and drug stores, sporting goods stores, and wholesale membership clubs.
5. Sales and storage of hookah/vapes shall comply with all applicable federal, ~~state~~state, and local regulations.

200-3.41200.3.42 HOTEL OR MOTEL

Hotels and motels shall meet the following design standards:

1. All guestrooms which have facilities for both storage and preparation of food shall have a minimum of 250 square feet of floor area.
2. No hotel or motel under this section may be converted to or used as an apartment or condominium.
3. Each guestroom must be protected with a sprinkler system and ~~hard wired~~hard-wired smoke detector.
4. No facility may contain more than fifty (50) guest rooms per gross acre of development.
5. No outside storage or permanent parking of equipment or vehicles shall be permitted.
6. No permanent business license shall be issued for the conduct of any business from any guest room of the facility.
7. An active recreation area shall be provided which meets the following criteria:
8. The size of each recreation area shall be calculated at a ratio of five square feet per room with a minimum area of 750 square feet.
9. All recreation areas must be approved by staff prior to development.
10. ~~Recreation~~The recreation area may be indoors or outdoors.
11. All hotels and motels shall provide a one-hundred-foot buffer from any property zoned for residential purposes.
12. There shall be no access to any guestrooms from the exterior of the building.
13. No individual guest shall register, reside in, or occupy a room or rooms within the same facility for more than forty-five days in any ninety-day period, nor shall any guests move from one room to another without a three-day vacancy in between.

200-3.42200.3.43 JOINT LIVING RESIDENCE

- A. The following shall be considered for the application for a Joint Living Residence:
 1. Whether there are extraordinary or exceptional conditions pertaining to the ~~application;~~application.
 2. Whether, if granted, a joint living residence would cause a substantial detriment to the public ~~good;~~good.
 3. The number of persons applying to live together in the joint living ~~residence;~~residence.
 4. The square footage of bedroom space per occupant in the proposed joint living residence, not including kitchens, dining rooms, living rooms, garages, hallways, bathrooms, or non-heated ~~spaces;~~spaces.
 5. The number of bathrooms in the proposed joint living ~~residence;~~residence.
 6. Whether the proposed joint living residence is served by public water and sewer ~~service;~~service.
 7. The lot size upon which the proposed joint living residence is located; and
 8. The area of the paved parking area serving the proposed joint living residence and the number of cars to be parked in such area.

200-3.43200.3.44 KENNELS AND PET BOARDING

In agricultural zoning, dog runs, pens, and other similar facilities shall be located no closer than 100 feet to any property line. Any property where there are 4 or more dogs over the age of 3-months kept, ~~maintained~~maintained, or housed shall be deemed to constitute a kennel, regardless of whether such dogs are kept for business or profit purposes.

200-3.44200.3.45 LANDFILLS

- A.** A landfill may be permitted in certain zoning districts provided the following conditions are met:
 - 1.** A minimum twenty-foot natural, undisturbed buffer shall be provided between all active waste burial areas and exterior property lines except for approved perpendicular access and utility crossings.
 - 2.** A minimum seventy-five-foot natural, undisturbed buffer shall be provided between non-waste disposal operations and exterior property lines except for approved perpendicular access and utility crossings.
 - 3.** The limits of ~~an existing any~~ one-hundred-year floodplain or a stream buffer of two hundred feet, whichever is greater, shall be preserved as a natural, undisturbed area except for approved perpendicular access and utility crossings.
 - 4.** The entire site shall be fenced with a minimum six-foot-high chain-link security fence.
 - 5.** The landfill shall be located adjacent to and directly accessed from roadway classified as an Arterial (Principal, Major, Minor), Collector Street (Major, Minor), or a State Highway. ~~on or have direct private access to a road designated as an arterial roadway in the Comprehensive Plan.~~
 - 6.** The applicant shall include with the Special Use Permit application a report detailing the phasing of the landfill and plans for closure and reclamation.
- B.** The following waste disposal activities, recycling facilities, and recovery activities shall be permitted as accessory uses to landfills, unless otherwise stipulated by the City Council:
 - 1.** Composting, Municipal Solid Waste.
 - 2.** Composting, Yard Trimmings.
 - 3.** Consumer Recycling Centers.
 - 4.** Gas Recovery/Gas Co-Generation Plant.
 - 5.** Recovered Materials Processing Facility.

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6. Solid Waste Transfer Stations.

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200-3.45200.3.46 LIVESTOCK - KEEPING OF (FOR PERSONAL UTILITY)

- A.** In ~~agricultural~~the agricultural zoning district: corrals, stables, barns, pens, coops, chicken houses, and other similar animal quarters shall be located no closer than 100 feet to any property line.
- B.** A Special Use Permit shall be required in the RS-180 and RS-150 zoning classifications for the raising and keeping of ~~livestock~~livestock for personal pleasure or utility on a parcel which contains the dwelling of the owner, provided that the parcel is at least 3 acres in area and all animal quarters are located no closer than 100 feet to any property line.
- C.** A Special Use Permit shall be required in the RS-180 and RS-150 zoning classifications for the keeping of chickens for personal pleasure or utility on a parcel which contains the dwelling of the owner, subject to the following requirements:
 - 1.** The minimum lot size for the keeping of chickens shall be ~~ten thousand~~ten thousand five hundred (10,500) square feet.
 - 2.** Chickens must be kept securely in an enclosed yard or 6-sided pen at all times.
 - 3.** Minimum pen area for chickens shall be 10 square feet per chicken.
 - 4.** Chickens must be housed at least 20 feet from any property line, and 50 feet from any residence other than the ~~owner's~~sowners.
 - 5.** Any structure housing chickens must be located in the rear yard.
 - 6.** The keeping of roosters is not allowed.
 - 7.** The maximum number of chickens shall be as follows: Lots 10,500 square feet to 12,499 square feet: maximum of three chickens; lots 12,500 square feet to 24,999 square feet: maximum of five chickens; lots 25,000 square feet to 39,999 square feet: maximum of eight chickens; lots of 40,000 square feet to 2.99 acres: maximum of 10 chickens; lots 3 acres or larger: no maximum.
 - 8.** Each coop shall have at least 4 square feet of floor space per chicken over 4 months old.
 - 9.** Chickens are only permitted as pets or for egg laying production; chickens cannot be kept for slaughter.

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10. Chickens ~~shall~~**must** be kept under sanitary conditions and shall not be a public nuisance as defined by State law.

~~200.3.46~~**200.3.47** **LIVESTOCK - SALES PAVILIONS OR AUCTION FACILITIES**

- A. Livestock sales pavilions, auction facilities, show rings or other arenas for the display, exhibition training, or sale of livestock, and animal quarters, shall be located no closer than 100 feet to any property line.
- B. Adequate off-street parking shall be provided for livestock trailers, recreation vehicles, etc., associated with the use.
- C. A Special Use Permit is required if any of the following apply:
 - 1. The event is held more than three days per month.
 - 2. Hours of operation extend beyond 6:00 p.m.
 - 3. A public address system is utilized.
 - 4. Permanent concession facilities are provided.
 - 5. Portable restroom facilities are provided.
 - 6. Seating facilities for more than 100 people are provided.
 - 7. Parking facilities for more than 50 vehicles are provided.
 - 8. An admission fee is charged.

~~200.3.47~~**200.3.48** **LIVE/WORK**

Live/Work shall comply with the following:

A. Permitted Use

Live/Work may be permitted in the BGC and CMU zoning classification.

B. Buildings and Building Regulations

Live/Work shall conform to the Code of the City of Lawrenceville, Georgia, Part I – Charter, Chapter 10, Buildings and Building Regulations, Article VII. Construction Codes, Division 1. – State Minimum Codes, and Division 2. City of Lawrenceville Construction Code.

C. Off-Street Parking

~~A.~~ Live/Work shall conform to the Zoning Ordinance, Article 5 Parking, Section(s) 505 through 510 (Non-residential parking requirements). Only

~~allowed in the BGC and CMU District. Commercial business of professional office may be operated in the basement or first floor/story of the structure (excluding any required garage).~~

~~**B.** The business or office may not exceed 50 percent (50%) of the floor area of the dwelling unit.~~

~~**C.** Businesses operated in such space shall not be considered Home Occupations, and need not be operated by the resident of the dwelling.~~

~~200.3.48~~**200.3.49** **MANUFACTURED HOUSE/MOBILE HOME SALES LOT**

A. No mobile home sales lots are permitted within 100 feet of any residential ~~property;~~property.

B. Sales shall not be conducted on lots smaller than 25,000 square ~~feet;~~feet.

C. All lots must have a permanent building made of brick, stone, or wood frame of no less than 1000 square ~~feet;~~feet.

D. Sales units shall not have metal building facades; and

E. A 15-foot ~~landscaped~~landscape buffer shall be provided fronting the street.

~~200.3.50~~ **200.3.50** **MASSAGE THERAPY BUSINESSES**~~THERAPY~~

Massage Therapy Businesses shall comply with the following:

A. Permitted Use

Massage Therapy Businesses may be permitted in the OI, BG, BGC, and HSB zoning classifications.

B. Location

Massage Therapy Businesses or use restricted under this Section shall not be located:

Within one hundred fifty (150) feet of an RS-180, RS-150, RS-60, RM-12, RM-24, and CMU zoning classification.

Upon application for a massage therapy practice business license, the applicant will provide to the City a survey showing the distances to each residentially zoned property within a one hundred fifty (150) feet of the front door of the massage therapy practice.

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For the purpose of this Section, distance shall be by straight line measurement from the front door of the structure where massage therapy practice occurs to the nearest parcel boundary line of any residentially zoned property as measured by a straight line on the ground.

C. Road Classification

Massage Therapy Businesses shall be located on a roadway classified as an Arterial or Collector Street, or a State Highway.

D. Off-Street Parking

Massage Therapy Businesses shall conform to the Zoning Ordinance, Article 5 Parking, Section(s) 505 through 510 (Non-residential parking requirements).

E. Development Regulations

Massage Therapy Businesses shall conform to the City of Lawrenceville Development Regulations.

F. Building and Building Regulations

Massage Therapy Businesses shall conform to the Code of the City of Lawrenceville, Georgia, Part I – Part I – Charter, Chapter 10, Buildings and Building Regulations, Article VII. Construction Codes, Division 1. – State Minimum Codes, and Division 2. City of Lawrenceville Construction Code.

G. Businesses and Business Regulations

Massage Therapy Businesses shall conform to the Code of the City of Lawrenceville, Georgia, Part I – Charter, Chapter 12, Business and Business Regulations, Article II. Business Regulations, Division 11. – Massage Therapy Businesses.

~~Regulations shall be required as identified in Chapter 12, Article II, Division 11, Massage Therapists, of the Lawrenceville, Georgia Code of Ordinances.~~

~~200.3.50~~200.3.51 **OUTDOOR SALES OR DISPLAY**

- A. Outdoor display or sales of merchandise shall be subject to approval of a Special Use Permit, with the following exceptions:
 - 1. Merchandise may be displayed on the front sidewalk immediately adjacent to a retail building or immediately beneath an actively operating fuel island canopy, subject to the following restrictions and requirements:
 - 2. Merchandise shall be permitted only along the business' tenant bay or storefront ~~façade; façade.~~
 - 3. Merchandise shall not block an entrance or exit to or from the ~~building; building.~~
 - 4. Merchandise displayed for sale shall be that normally found within the ~~on-premise on-premises business; business.~~
 - 5. Merchandise shall not be located on sidewalks that are less than six feet in depth and may not extend beyond the limits of the ~~sidewalk; sidewalk.~~
 - 6. All such display or sales shall meet applicable building, fire and safety ~~codes; codes.~~
 - 7. Merchandise displayed or sales shall not be allowed within a required building setback, buffer, driveway, easement, landscape strip, parking space or ~~right-of-way; right-of-way.~~
 - 8. The Outdoor Display or Sales of Merchandise shall be kept neat and orderly.

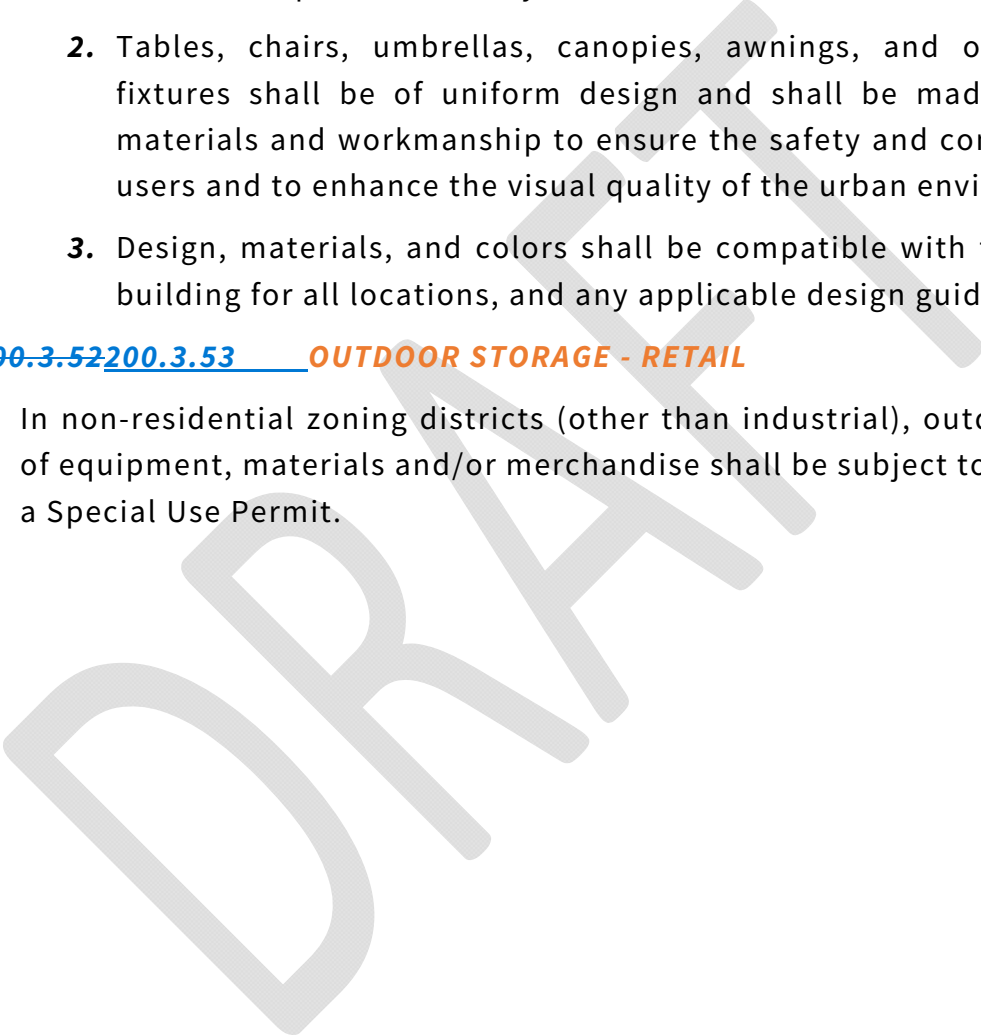
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~~200.3.51~~200.3.52 **OUTDOOR SEATING**

- A. Outdoor seating for restaurant service is permitted subject to the following requirements and restrictions:
 - 1. The perimeter of the outdoor seating area be outside of any public right-of-way, and shall be delineated using fixtures such as walls, railings, ~~planters~~planters, or other similar decorative fixtures, and that do not present a safety hazard.
 - 2. Tables, chairs, umbrellas, canopies, awnings, and other similar 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.
 - 3. Design, materials, and colors shall be compatible with the abutting building for all locations, and any applicable design guidelines.

~~200.3.52~~200.3.53 **OUTDOOR STORAGE - RETAIL**

In non-residential zoning districts (other than industrial), outdoor storage of equipment, materials and/or merchandise shall be subject to approval of a Special Use Permit.



200-3-53200.3.54 **OUTDOOR STORAGE - INDUSTRIAL**

- A.** In industrial zoning districts, outdoor storage of items, equipment, ~~materials~~materials, and supplies which are not offered for ~~salesale~~, but which are considered to be an accessory to the principal permitted use, shall be allowed, subject to the following restrictions and requirements:
 1. Outdoor Storage shall not be located within a required front ~~yard;~~yard.
 2. Outdoor storage shall not be located in the area between the front of the principal structure and the public ~~right-of-way;~~right-of-way.
 3. Outdoor Storage shall be located within a side or rear yard area ~~only;~~only.
 4. Outdoor storage shall be screened from the Right-of-Way by a solid wood fence, masonry wall or slatted chain-link fence at least 6 feet in ~~height;~~height.
 5. Outdoor Storage shall be setback a distance of at least 15 feet from any side or rear property lines; stream buffer and zoning buffer.
 6. Setback area shall be landscaped to provide an affective year-round visual ~~screening;~~screening.
 7. Materials stored outdoors shall not be placed or stacked at a height exceeding that of the screening fence.
 8. Outdoor Storage shall not be adjacent to, or visible from a residentially zoned ~~property;~~property.
 9. Outdoor Storage of junk, scrap materials or metal, rags, paper, abandoned, junk or wrecked vehicles, material shall be prohibited.
- B.** Outdoor Storage shall be prohibited within the boundary of the geographical area of the Lawrenceville Downtown Development ~~Authority;~~Authority.
- C.** Outdoor Storage shall be prohibited on industrial zoned property adjacent to, or visible within a distance of 250 feet from, Pike Street, Five Forks-Trickum Road, Scenic Highway, Lawrenceville Highway, Buford Drive (Hwy. 20), Hurricane Shoals Road, Lawrenceville Suwanee Road, Sugarloaf Parkway, Grayson Highway, or Gwinnett Drive, ~~in which case all items shall be stored in the rear yard only.~~

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200.3.54 **200.3.55** **OUTDOOR STORAGE - RESIDENTIAL**

A. Outdoor Storage in residential zoning districts shall be part of, and strictly used for the residential ~~purpose~~purpose of the owner or occupant of the residential zoned property. Outdoor Storage in residential zoning districts shall be governed by the following restrictions and requirements:

B.A. Outdoor storage of appliances, building materials, construction equipment, debris, garbage, glass, materials, merchandise, rubbish, ~~trash~~trash, or other similar materials shall not be allowed on any residential zoned ~~property~~property.

C.B. Outdoor Storage shall be stored in an approved accessory structure (see Accessory Structure), an enclosed garage connected to the principal structure, or in the rear or side yard areas.

D.C. Outdoor Storage stored in the rear or side yard area shall be screened with either landscaping or fencing that provides an effective year-round visual screen from neighboring properties and/or public ~~right-of-ways~~right-of-way; Garbage, rubbish, ~~trash~~trash, or other similar items placed outside for collection by an authorized waste hauler not more than 24 hours prior to the designated collection date for a residential zoned property.

~~**200.3.55 PALMISTRY, PSYCHIC READING AND FORTUNE TELLING**~~

~~**A.** Conformity with regulations shall be required as identified in Chapter 12, Article II, Division 10, Handwriting Analysts and Fortune Tellers, of the Lawrenceville, Georgia Code of Ordinances and as follows:~~

- ~~1. Requires a Special Use Permit.~~
- ~~2. The use shall be permitted only on a parcel of land which has direct access to a State Highway;~~
- ~~3. The establishment shall not be permitted within 1,000 feet of an existing fortune telling establishment; and~~
- ~~4. Establishment may not be within 100 feet of any residential property.~~

200.3.56 PAWNBROKERS AND SECONDHAND DEALERS SHOP

Pawnbrokers and Secondhand Dealers shall comply with the following:

A. Permitted Use

Pawnbrokers and Secondhand Dealers may be permitted in the HSB zoning classification.

B. Special Use Permit

Pawnbrokers and Secondhand Dealers may be permitted in the BG zoning classification with the approval of a Special Use Permit, pursuant to the City of Lawrenceville Zoning Ordinance, Article 9, Section 907. Rezoning and Special Use Permit Application Public Hearing Process.

C. Location

Pawnbrokers and Secondhand Dealers businesses or uses restricted under this Sub Section shall not be located:

- 7. Within one thousand (1,000) feet of a regulated Pawnbrokers and Secondhand Dealers businesses or uses.
- 8. Within five hundred (500) feet of any parcel of land upon which consist of a civic center, governmental building, library, place of worship, public park or playground, or school (private or public).
- 9. Within one hundred (100) feet of an RS-180, RS-150, RS-60, RS-50, RS-TH, RM-12, RM-24, and CMU zoning classification.

For the purpose of this Section, distance shall be by straight line measurement from the property line, using the closet property lines of the parcels of land involved. 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.

D. Road Classification

Pawnbrokers and Secondhand Dealers facilities shall be located adjacent to and directly accessed from roadway classified as an Arterial (Principal, Major, Minor), Collector Street (Major, Minor), or a State Highway.

E. Off-Street Parking

Pawnbrokers and Secondhand Dealers shall conform to the Zoning Ordinance, Article 5 Parking, Section(s) 505 through 510 (Non-residential parking requirements).

F. Development Regulations

Pawnbrokers and Secondhand Dealers shall conform to the City of Lawrenceville Development Regulations.

G. Building and Building Regulations

Pawnbrokers and Secondhand Dealers shall conform to the Code of the City of Lawrenceville, Georgia, Part I – Part I – Charter, Chapter 10, Buildings and Building Regulations, Article VII. Construction Codes, Division 1. – State Minimum Codes, and Division 2. City of Lawrenceville Construction Code.

H. Businesses and Business Regulations

Pawnbrokers and Secondhand Dealers shall conform to the Code of the City of Lawrenceville, Georgia, Part I – Charter, Chapter 12, Business and Business Regulations, Article II. Business Regulations, Division 7. – Pawnbrokers and Secondhand Dealers.

~~See Section 200.3.16; Check Cashing, Payday Loan, Pawn Shop, Title Loan, and Wire Transfer Facility (above).~~

~~200.3.57 PAYDAY LOAN~~

~~See Section 200.3.16; Check Cashing, Payday Loan, Pawn Shop, Title Loan, and Wire Transfer Facility (above).~~

200.3.58 200.3.57 **PERSONAL CARE HOME, FAMILY**

The Personal Care Home shall:

1. Requires the approval of a Special Use Permit.
2. Family Personal Care Homes shall be located on a lot of at least one acre in size, and shall be limited to no more than six ~~residents;~~residents.
3. Contain a residential facade which is architecturally similar to adjacent ~~buildings;~~buildings.
4. Have at least one employee on-site at all ~~times;~~times.
5. Not exceed one percent (1%) of the total number of homes in the subdivision, provided that any subdivision with less than 100 homes shall be allowed one Personal Care ~~Home;~~Home.
6. Not be located within 1,000 feet of another Personal Care ~~Home;~~Home.

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- 7. Be licensed by and operate in accordance with the rules of the State of Georgia and the Georgia Department of Community Health at all times; and
- 8. Meet all requirements of the International Building Code, as well as all City zoning requirements and building codes, including minimum dwelling space requirements.

200.3.60 PETROLEUM OR CHEMICAL STORAGE - ABOVE GROUND

This use shall be considered a special use when more than 150,000 gallons are stored on one lot of less than one acre in size or when more than 25,000 gallons are stored in any one tank.

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200.3.61 PLACES OF RELIGIOUS WORSHIP

A. In all residential zoning districts, places of worship shall conform to the following requirements. ~~Residentially zoned~~Residentially zoned properties not meeting these requirements shall be required to obtain a Special Use Permit.

1. ~~Places of Religious Worship shall be located on a parcel of land adjacent to and directly accessed from roadway classified as an Arterial (Principal, Major, Minor), Collector Street (Major, Minor), or a State Highway.~~

1.2. ~~Places of Religious Worship shall be located on a parcel of land with two hundred fifty They shall be located on an Arterial Roadway or Collector Street as identified in the 2040 Comprehensive Plan or State Highway (on a site of not less than 250) feet of road frontage.~~

2.3. The buildings shall be located not less than 50 feet from any street and not less than 30 feet from any side or rear property line.

3.4. Parking shall not be provided in the front yard setback area.

4.5. A minimum 20-foot-wide buffer shall be provided adjacent to ~~residentially zoned~~residentially zoned properties. This buffer shall be increased to 50 feet in width adjoining any outdoor church recreation facilities.

5.6. The proposed site contains at least five acres of land with at least four acres lying outside of any 100-year FEMA Flood Hazard area.

6.7. Proposed buildings are setback not less than 50 feet from any street and not less than 30 feet from any side or rear property line. If an abutting property is zoned non-residential, the minimum side and rear yard setbacks for the buildings shall match the minimum setbacks required of the adjacent zoning category where it abuts the non-residential category.

7.8. The tract shall be one contiguous zoning classification.

B. Accessory Uses Requiring Special Use Permit:

1. In residential zoning, the following additional uses may be permitted as accessory to a place of worship only upon approval of a Special Use Permit.

- 2. Lighted outdoor ball fields, pools, or similar recreation facilities.
- 3. Day Care Centers.
- 4. Kindergartens.
- 5. Private schools (K-12).

200.3.62 PLUMBING EQUIPMENT DEALER

Plumbing Equipment Dealer shall comply with the following:

A. Permitted Use

Plumbing Equipment Dealer may be permitted in the LM and HM zoning classifications.

B. Special Use Permit

Plumbing Equipment Dealer may be permitted in the BG and HSB zoning classifications with the approval of a Special Use Permit allowing Outdoor Storage, pursuant to the City of Lawrenceville Zoning Ordinance, Article 9, Section 907. Rezoning and Special Use Permit Application Public Hearing

C. Outdoor Storage

Outdoor Storage, as defined by this Zoning Ordinance, Article 10 Definitions, shall conform to this Article, Sub Section(s) 200.3.53 Outdoor Storage – Retail, and 200.3.55 Outdoor Storage – Industrial, as applicable.

~~See Section 200.3.51 Outdoor Storage (retail) and section 200.3.52 Outdoor Storage (Industrial).~~

200.3.63 PRECIOUS METALS DEALERS

Precious Metals Dealers shall comply with the following:

A. Permitted Use

Precious Metals Dealers may be permitted in the CMU, BG, BGC, and HSB zoning classification.

B. Road Classification

Precious Metals Dealers shall be located on a parcel of land adjacent to and directly accessed from roadway classified as an Arterial (Principal, Major, Minor), Collector Street (Major, Minor), or a State Highway.

C. Off-Street Parking

Precious Metals Dealers shall conform to the Zoning Ordinance, Article 5 Parking, Section(s) 505 through 510 (Non-residential parking requirements).

D. Development Regulations

Precious Metals Dealers shall conform to the City of Lawrenceville Development Regulations.

E. Building and Building Regulations

Precious Metals Dealers shall conform to the Code of the City of Lawrenceville, Georgia, Part I – Part I – Charter, Chapter 10, Buildings and Building Regulations, Article VII. Construction Codes, Division 1. – State Minimum Codes, and Division 2. City of Lawrenceville Construction Code.

F. Businesses and Business Regulations

Precious Metals Dealers shall conform to the Code of the City of Lawrenceville, Georgia, Part I – Charter, Chapter 12, Business and Business Regulations, Article II. Business Regulations, Division 21. – Precious Metals Dealers.

200.3.63200.3.64 QUARRY, MINING, BORROW PIT

- A.** Quarry, Mining, Borrow Pit –areas being evacuated shall be entirely enclosed within a fence located at least 10 feet back from the edge of any excavation and of such constructions and height as to be demonstrably able to exclude children and animals from the quarry area.
- B.** The operators and owners of the quarry present to the Mayor and Council an acceptable comprehensive plan for the reuse of the property at the cessation of the quarry operations.
- C.** In the case of an existing quarry, an extension of the quarry operations beyond the areas being quarried or approved for quarrying at the effective date of this Ordinance shall be permitted and shall not be considered a new operation (provided that said extension does not

extend to within 1,000 feet of a residential or commercial zoning district boundary line).

200.3.64**200.3.65** **RECOVERED MATERIALS PROCESSING FACILITY**

- A.** Recovered Materials Processing Facilities shall meet the following design standards:
 - 1.** Activities shall be limited to collection, sorting, compaction, and shipping.
 - 2.** The facility shall not be located adjacent to or across the street from any property used for or zoned for single-family residential use.
 - 3.** Any outside storage areas shall be screened by a minimum eight-foot-high solid wood fence; masonry wall; or slatted chain-link fence. Materials stored outdoors shall not be placed or stacked at a height exceeding that of the screening fence.

200.3.65**200.3.66** **RECREATIONAL VEHICLES AND VESSELS**

- A.** Vehicle, Fully Autonomous Vehicle; Vehicle, Golf Car/Cart; Vehicle, Recreational; Vehicle Recreational Off-Highway Vehicle; Vessel, Homemade; Vessel, Mechanically Propelled; Vessel, Non-motorized; Vessel, Power Boat
 - 1.** A maximum of one Recreational Vehicle or Vessel, provided that:
 - 2.** Has a maximum length of 45 feet;
 - 3.** Is stored or parked in a side or rear yard on a hard surface as wide and long as the vehicle.
 - 4.** The Recreational Vehicle may be connected to an outlet but may not be occupied.
 - 5.** The setback for a Recreational Vehicle shall be five feet on the side yard, and 10 feet in the rear yard.
 - 6.** A Recreational Vehicle may not be parked or stored where it would constitute a clear and demonstrable vehicular traffic hazard or be a threat to public health or safety.

200.3.66**200.3.67** **RECYCLING AND DONATION CONTAINERS**

Recycling and donation containers shall be prohibited in the City.

200.3.67200.3.68 RETIREMENT COMMUNITY - CONTINUING CARE

Retirement Community – Continuing Care facilities shall comply with the following:

A. Permitted Use

Retirement Community – Continuing Care may be permitted in the RM-24 and CMU zoning classification.

B. Special Use Permit

Retirement Community – Continuing Care may be permitted in the OI zoning classification with the approval of a Special Use Permit allowing Outdoor Storage, pursuant to the City of Lawrenceville Zoning Ordinance, Article 9, Section 907. Rezoning and Special Use Permit Application Public Hearing

C. Area

Lot Area shall be a minimum of five (5) acres or 217,800 square feet.

D. Road Classification

Retirement Community – Continuing Care facilities shall be located on a parcel of land adjacent to and directly accessed from roadway classified as an Arterial (Principal, Major, Minor), Collector Street (Major, Minor), or a State Highway.

E. Off-Street Parking

Retirement Community – Continuing Care shall conform to the Zoning Ordinance, Article 5 Parking, Section(s) 505 through 510 (Non-residential parking requirements).

F. Development Regulations

Retirement Community – Continuing Care shall conform to the City of Lawrenceville Development Regulations.

G. Building and Building Regulations

Retirement Community – Continuing Care shall conform to the Code of the City of Lawrenceville, Georgia, Part I – Part I – Charter, Chapter 10, Buildings and Building Regulations, Article VII. Construction Codes,

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Division 1. – State Minimum Codes, and Division 2. City of Lawrenceville Construction Code.

H. Prohibition

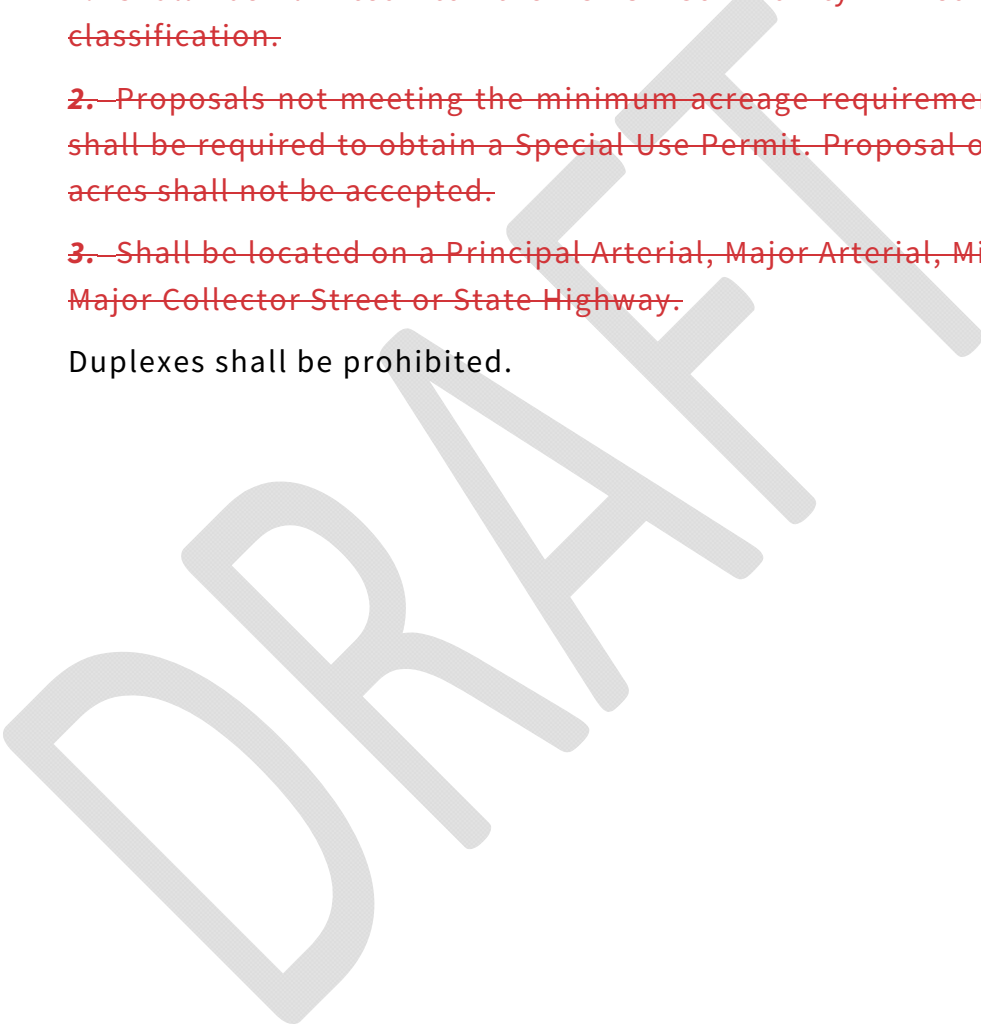
~~A. In all CMU Community Mixed Use zoning districts, Retirement Community, Continuing Care facilities shall conform to the following requirements:~~

~~1. Shall be limited to the CMU Community Mixed Use zoning classification.~~

~~2. Proposals not meeting the minimum acreage requirement of 5 acres shall be required to obtain a Special Use Permit. Proposal of less than 2 acres shall not be accepted.~~

~~3. Shall be located on a Principal Arterial, Major Arterial, Minor Arterial, Major Collector Street or State Highway.~~

Duplexes shall be prohibited.



200-3-68200.3.69 RETIREMENT COMMUNITY - INDEPENDENT LIVING

A. Retirement Community – Independent Living facilities shall comply with the following:

A. Permitted Use

Retirement Community – Independent Living facilities may be permitted in the RM-12, RM-24, and CMU zoning classification.

B. Special Use Permit

Retirement Community – Independent Living facilities may be permitted in the OI zoning classification with the approval of a Special Use Permit allowing Outdoor Storage, pursuant to the City of Lawrenceville Zoning Ordinance, Article 9, Section 907. Rezoning and Special Use Permit Application Public Hearing

C. Area

Lot Area shall be a minimum of five (5) acres or 217,800 square feet.

D. Road Classification

Retirement Community – Independent Living facilities shall be located on a parcel of land adjacent to and directly accessed from roadway classified as an Arterial (Principal, Major, Minor), Collector Street (Major, Minor), or a State Highway.

E. Off-Street Parking

Retirement Community – Independent Living facilities shall conform to the Zoning Ordinance, Article 5 Parking, Section(s) 505 through 510 (Non-residential parking requirements).

F. Development Regulations

Retirement Community – Continuing Care shall conform to the City of Lawrenceville Development Regulations.

G. Building and Building Regulations

Retirement Community – Continuing Care shall conform to the Code of the City of Lawrenceville, Georgia, Part I – Part I – Charter, Chapter 10, Buildings and Building Regulations, Article VII. Construction Codes, Division 1. – State Minimum Codes, and Division 2. City of Lawrenceville Construction Code.

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H. Prohibition

Duplexes shall be prohibited.

~~In all CMU Community Mixed Use zoning districts, Retirement Community, Continuing Care facilities shall conform to the following requirements.~~

- ~~1. Shall be limited to the CMU Community Mixed Use zoning classification.~~
- ~~2. Proposals not meeting the minimum acreage requirement of 5 acres shall be required to obtain a Special Use Permit. Proposal of less than 2 acres shall not be accepted.~~
- ~~3. Shall be located on a Principal Arterial, Major Arterial, Minor Arterial, Major Collector Street or State Highway.~~
- ~~4. Duplexes shall be prohibited.~~

200.3.69 200.3.70 SCHOOLS AND COLLEGES (PRIVATE)

A. The proposed facility shall be located on a parcel of land adjacent to and directly accessed from roadway classified as an Arterial (Principal, Major, Minor), Collector Street (Major, Minor), or a State Highway.

A-B. ~~The proposed facility shall be located on a parcel of land on an Arterial Roadway or Collector Street as identified in the Comprehensive Plan or a State Highway with a minimum of two hundred (200) feet of road frontage on the subject street or highway.~~

B-C. The proposed site contains at least five acres of land with at least four acres lying outside of any 100-year FEMA Flood Hazard area.

C-D. Proposed buildings are setback not less than 50 feet from any street and not less than 20 feet from any side or rear property line. Note: If an abutting property is zoned non-residential, the minimum side and rear yard setbacks for the buildings shall match the minimum setbacks required of the adjacent zoning category where it abuts the non-residential category.

D-E. Parking is not to be located within the 50-foot front yard setback.

E-F. When adjacent to a property zoned for a single-family detached residential use, a buffer of at least 40 feet shall be provided along the common property line(s).

F-G. The tract shall be one contiguous zoning classification.

H. A Special Use Permit is required in AR zoning districts.

G.

~~200.3.70~~**200.3.71 SELF-STORAGE AND MINI-WAREHOUSE FACILITIES**

A. Self-Storage and Mini-Warehouse Facilities shall meet the following restrictions and design standards:

1. Storage units shall not be used for manufacturing, retail, or wholesale selling, office, other business or service use, or human habitation.
2. Site access shall not be onto roadways classified as local residential streets.
3. Outdoor speakers or sound amplification systems shall be prohibited.
4. Such a facility may include one accessory manager’s office/apartment which is clearly subordinate to the primary use of the facility for warehousing purposes.
5. Provide adequate loading and unloading areas outside of fire lanes, required parking lanes, and travel lanes.
6. Access to all storage units shall be from the interior of the main building. No access to a storage unit shall lead directly to the exterior of the building.

~~7.~~ No outdoor storage of any type shall be allowed at the facility.

~~200.3.71 SMALL FINANCIAL INSTITUTION~~

~~7. See 200.3.16; Check Cashing, Payday Loan, Pawn Shop, Title Loan and Wireless Transfer Facility (above).~~

200.3.72 SOLAR PANELS

Solar panels are permitted as an accessory use in all districts to promote clean, ~~sustainable~~sustainable, and renewable energy resources. The intent of these regulations is to establish general guidelines to prevent off-site

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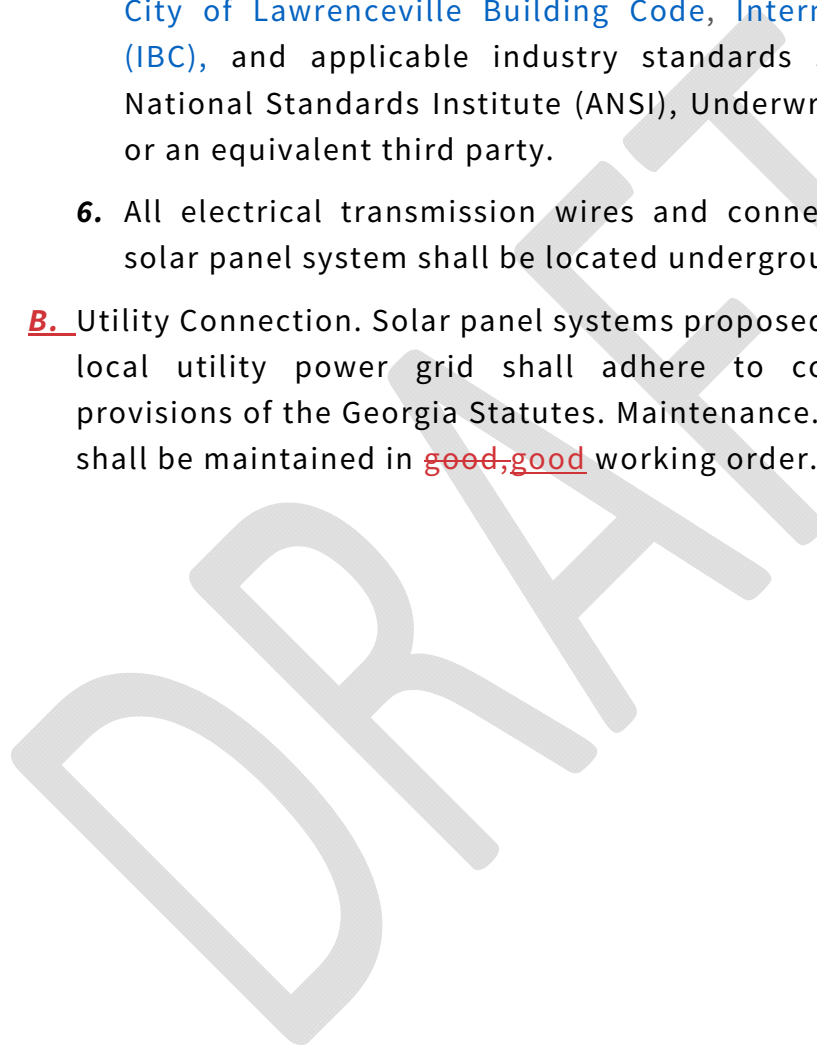
nuisances including unreasonable visual interference, light glare, and heat that the incorrect placement of solar panels may create. Furthermore, no solar panel system shall be constructed, erected, installed, or located before proper approval has been obtained pursuant to this Section.

A. Requirements and Regulations. Solar panel systems shall conform to or be evaluated for compliance with the following standards:

- 1.** The proposed system is no larger than necessary to provide 120 percent of the electrical energy requirements of the primary structure to which it is accessory to as determined by a contractor licensed to install solar and photovoltaic energy systems.
- 2.** If roof mounted, the solar panel system shall:
 - a.** Be flush mounted on the roof unless good cause is shown by the applicant that the solar panel is not at an appropriate angle to obtain sufficient sun ~~exposure~~exposure.
 - b.** Be located in the most inconspicuous location on the roof so as not to be seen from the street, if possible, and still be able to function as designed; and
 - c.** Not extend higher than the peak of a sloped roof or higher than 5 feet from the top of a flat roof.
- 3.** If freestanding, the solar panel system shall:
 - a.** Not extend more than 10 feet above the existing grade in residential districts. In all other districts, the maximum height of a solar panel system will be determined on a ~~case-by-case~~case-by-case basis upon plan review.
 - b.** Not be located in a front yard.
 - c.** Not be located in any required side or rear yard setback areas for accessory uses.
 - d.** Not be positioned so as to reflect sunlight onto neighboring property, public streets or sidewalks, including onto any neighboring structures.
 - e.** Be landscaped at the base and the back of the panel structure if ~~structure~~the structure is visible from neighboring property.

4. All signs, both temporary and permanent, are prohibited on solar panel or solar collection systems, except as follows:
 - a. Manufacturer or installer’s identification information on the system.
 - b. Appropriate warning signs and placards.
5. Solar panel systems shall comply with all applicable sections of the [City of Lawrenceville Building Code](#), [International Building Code \(IBC\)](#), and applicable industry standards such as the American National Standards Institute (ANSI), Underwriters Laboratories (UL), or an equivalent third party.
6. All electrical transmission wires and connections on freestanding solar panel system shall be located underground.

B. Utility Connection. Solar panel systems proposed to be connected to the local utility power grid shall adhere to corresponding statutory provisions of the Georgia Statutes. Maintenance. All solar panel systems shall be maintained in ~~good~~,good working order.



200.3.73 SPECIAL EVENT FACILITY

- A.** Such facilities shall be located on a principle arterial, major arterial, minor arterial, major collector street, or a state highway.
- B.** During inclement weather, there shall be sufficient space to safely shelter guests.
- C.** Adequate permanent restroom facilities shall be provided, which shall meet the minimum requirements of the Gwinnett County Environmental Health section and building code requirements.
- D.** Adequate off-street parking facilities shall be provided on-site.
- E.** Such facilities shall meet the Lawrenceville Code of Ordinance: Special Events Facilities.
- E.F.** Alcohol sales and consumption on the premises of a special event facility outside the Downtown Entertainment District is prohibited in HSB and HM zoning district. Such facilities shall meet the Lawrenceville Code of Ordinance: Special Events Facilities.

200.3.74 SWIMMING POOL, PRIVATE

Private swimming pools exclusively for the use of residents of the premises and their non-paying guests subject to any other regulations and Ordinances of the City of Lawrenceville.

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200.3.75 TALL STRUCTURE PERMITS

1. Required

- a. Approval of a Special Use Permit.
- b. Any person shall obtain a Tall Structure Permit from the City prior to commencement of the erection within the city limits of Lawrenceville of a chimney, cooling tower, elevator bulkhead, fire tower, gas tank, solarium, steeple, stacks, stage tower or scenery loft, tank, water tower, ornamental tower and spire, wireless communication tower, television tower or radio tower or necessary mechanical appurtenances that would be fifty (50) feet or greater in height from the ground.

2. Applications; Contents; Fee

All applications for Tall Structure Permit shall be submitted to the Planning and Development Department. Each application shall contain as a part thereof detailed plans and specifications which show the nature of the Tall Structure Permit, its proposed use, height of the Tall Structure Permit and its proposed location, with all property lines being clearly defined and distances from the proposed Tall Structure Permit to all property lines. An application for a Tall Structure Permit shall not be accepted for processing without the information required in this article. An application fee shall be charged by the department in an amount stated in the schedule of fees and charges.

3. Review of application by Planning Department

If, upon receipt of an application for a Tall Structure Permit , the department deems that the proposed Tall Structure Permit may interfere with the use of the airways of the county by the public or interfere with the operation of existing or proposed airport facilities, a copy of the application shall be submitted by the department to the Gwinnett County Airport Division of the County Department of Transportation for review and recommendation.

4. Public Hearing

Before taking action upon the proposed Tall Structure Permit, the City Council shall hold a public hearing on the matter. At least fifteen (15) days prior to the date of the public hearing, the City Council shall

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cause the following notice requirements to be instituted by the Planning and Development Department:

- a. A sign shall be erected in a conspicuous location, on or adjacent to the property under consideration. The sign shall state the time, place location, and purpose of the public hearing.
- b. A letter shall be sent by regular mail to all abutting property owners of record, as indicated by the county tax commissioners' records, giving notice of the public hearing. The letter shall state the same information as required for the sign permit.

5. Federal Requirements

All towers must meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, the owners of the towers and antennas governed by this Ordinance shall bring such towers and antennas into compliance with the revised standards and regulations within six (6) months of the effective date of such standards.

6. Building Codes and Safety Standards

To ensure the structural integrity of the towers, the owner of a tower shall maintain the tower in compliance with all City building codes and the applicable standards for towers published by the Electronic Industries Association, as amended from time to time. If, upon inspection, the City determines that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have thirty (30) days to bring such tower into compliance with the standards. If the owner fails to bring the tower into compliance within thirty (30) days, the City may remove the tower at the owner's expense, in the manner provided in O.C.G.A. Section 41-2-8 through 41-2-17.

7. Criteria for Disapproval

All applications for a Tall Structure Permit shall be considered by the City and in the exercise of its discretion under the police power vested in the City Council may disapprove any application where the

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proposed Tall Structure Permit could interfere with or endanger the public using the existing or proposed air facilities located within the county, or where the Tall Structure Permit to be erected could endanger the person or property of citizens of the county, or where the Tall Structure Permit to be erected would not be compatible from an aesthetic viewpoint with existing or proposed development in the area of the proposed facility, or where the Tall Structure Permit to be erected would not be acceptable or after evaluation would be found to be incompatible from an architectural standpoint with existing or proposed Tall Structure Permits in the area.

8. Penalty for violation of Article

- a.** Any person who attempts to erect or erects a Tall Structure Permit described in this article without having first obtained a Tall Structure Permit from the City in the manner provided in this article shall be deemed in violation of this article. Any responsible party or other persons convicted by a court of competent jurisdiction of violating any provision of this article shall be guilty of violating a duly adopted Ordinance of the county and shall be punished either by a fine not to exceed \$500.00 or by imprisonment not to exceed sixty (60) days, or both. The court shall have the power and authority to place any person guilty of violation of this article on probation and to suspend or modify any fine or sentence. As a condition of the suspension, the court may require payment of restitution or impose other punishment allowed by law.
- b.** If any Tall Structure Permit is erected, constructed, reconstructed, altered, repaired, converted or maintained in violation of this article or without obtaining the required permits, or if any building, Tall Structure Permit or land is used in violation of this article, the City Attorney or other appropriate authority of the City, in addition to any other remedies, may institute an injunction, mandamus, or other appropriate action or proceedings to prevent such unlawful erection, construction, reconstruction, alteration, conversion, maintenance, or use; or to correct or abate such violations. Each and every day such unlawful erection, construction, reconstruction, alteration, conversion,

~~maintenance~~maintenance, or use continues may be deemed a separate offense.

9. Governmental Exemption

The provisions of this article shall not apply to City owned facilities and Tall Structure Permits.

10. Zoning

No permit shall be issued for any Tall Structure Permit unless said Tall Structure Permit is to be located on property with a zoning classification of BG, BGC, HM, HSB, LM, or O-I.

11. Severability

If any portion of this regulation is determined to be unconstitutional or otherwise unenforceable, the rest and remainder of this Ordinance shall remain in full force and effect.

~~200.3.76 TATTOO PARLOR~~

~~A. Regulations shall be required as identified in Chapter 12, Article II, Division 15, Tattoo Establishments, of the Lawrenceville, Georgia Code of Ordinances and as follows:~~

- ~~1. The use shall be permitted only on a parcel of land which has direct access to a major thoroughfare;~~
- ~~2. The establishment shall not be permitted within 1,000 feet of an existing tattoo parlor; and~~
- ~~3. The establishment may not be within 100 feet of any residential property.~~

~~200.3.77~~200.3.76 TAXI OR LIMOUSINE SERVICE

- A. All vehicles associated with the business shall be parked in the side or rear of the property, away from all public right-of-way, and not in areas normally utilized by customers.
- B. No more than 10 vehicles associated with the business shall be parked on site.
- C. Outdoor storage of anything other than the vehicles associated with this use shall be prohibited.

200.3.77 TEMPORARY OUTDOOR ACTIVITY

Temporary Outdoor Activity shall comply with the following:

A. Permitted Use

Temporary Outdoor Activities may be permitted in the BG, BGC, and HSB zoning classification.

D. Businesses and Business Regulations

Temporary Outdoor Activity shall conform to the Code of the City of Lawrenceville, Georgia, Part I - Charter, Chapter 12, Business and Business Regulations, Article II. Business Regulations, Division 8. - Temporary Outdoor Activity.

200.3.78 TITLE LOAN FACILITIES

Title Loan Facilities shall comply with the following:

I. Permitted Use

Title Loan Facilities may be permitted in the HSB zoning classification.

J. Special Use Permit

Title Loan Facilities may be permitted in the BG zoning classification with the approval of a Special Use Permit, pursuant to the City of Lawrenceville Zoning Ordinance, Article 9, Section 907. Rezoning and Special Use Permit Application Public Hearing Process.

K. Location

Title Loan Facilities businesses or uses restricted under this Sub Section shall not be located:

- 10. Within one thousand (1,000) feet of a regulated Title Loan Facilities businesses or uses.
- 11. Within five hundred (500) feet of any parcel of land upon which consist of a civic center, governmental building, library, place of worship, public park or playground, or school (private or public).
- 12. Within one hundred (100) feet of an RS-180, RS-150, RS-60, RS-50, RS-TH, RM-12, RM-24, and CMU zoning classification.

For the purpose of this Section, distance shall be by straight line measurement from the property line, using the closet property lines of

the parcels of land involved. 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.

L. Road Classification

Title Loan Facilities shall be located on a parcel of land adjacent to and directly accessed from roadway classified as an Arterial (Principal, Major, Minor), Collector Street (Major, Minor), or a State Highway.

M. Off-Street Parking

Title Loan Facilities shall conform to the Zoning Ordinance, Article 5 Parking, Section(s) 505 through 510 (Non-residential parking requirements).

N. Development Regulations

Title Loan Facilities shall conform to the City of Lawrenceville Development Regulations.

O. Building and Building Regulations

Title Loan Facilities shall conform to the Code of the City of Lawrenceville, Georgia, Part I – Part I – Charter, Chapter 10, Buildings and Building Regulations, Article VII. Construction Codes, Division 1. – State Minimum Codes, and Division 2. City of Lawrenceville Construction Code.

~~See Section 200.3.16; Check Cashing, Payday Loan, Pawn Shop, Title Loan, and Wire Transfer Facility (above).~~

200.3.79 TRUCK SALES, LEASING, AND/OR SERVICE, HEAVY

See section 200.3.-8, Automobile Sales or Auction and Related Service (Used or New Car Outdoor Sales Lot)

200.3.80 VENDING MACHINES

- A.** Outdoor storage of vending machines, boxes, or other similar containers used to distribute food or beverages, newspapers, propane tanks, ice, videos, or other similar consumer product, provided that the following requirements are met:
 - 1.** The vending machine is not greater than seven feet in height or more than four feet in width or depth and the number of vending machines, boxes, or other similar containers shall not exceed one machine for

each 3,000 square feet of building area and a maximum of three machines, boxes, or other similar containers per lot; and

- ~~2.~~ The machines shall be located against and parallel to the building facade.

~~200.3.81 WIRE TRANSFER FACILITY~~

- ~~2. See Section 200.3.16; Check Cashing, Payday Loan, Pawn Shop, Title Loan, and Wire Transfer Facility (above).~~

~~200.3.82~~**200.3.81 WOOD CHIPPING AND SHREDDING, LOG SPLITTING FACILITY, AND YARD TRIMMING COMPOSTING FACILITY**

A. Wood Chipping and Shredding and Log Splitting Facilities shall meet the following restrictions and design standards:

- 1. Such facilities shall not be located closer than 1,500 feet from ~~residentially zoned~~residentially zoned property.
- 2. Along the entire road frontage (except for approved access crossings), and along the side and rear property lines, provide a landscape earthen berm and/or a fence or masonry wall. Landscape earthen berms shall be three feet high with a maximum slope of three-to-one. Fences or masonry walls shall be a minimum of six feet high and composed of 100-percent-opaque solid wood. The fence/wall or berm must be located outside of any public right-of-way and interior to any landscape strip. The finished side of a fence/wall shall face the exterior property lines.

B. When yard trimming composting facilities are present:

- 1. Composting materials shall be limited to tree stumps, branches, leaves, and grass clippings, or similar putrescent vegetative materials, not including animal products, inorganic materials such as bottles, cans, plastics, ~~metals~~metals, or similar materials.
- ~~2.~~ Along the entire road frontage (except for approved access crossings), and along the side and rear property lines, provide a landscape earthen berm and/or a fence or masonry wall. Landscape earthen berms shall be three feet high with a maximum slope of three-to-one. Fences or masonry walls shall be a minimum of six feet high and composed of 100-percent-opaque solid wood. The fence/wall or berm must be located outside of any public right-of-way and interior to any

landscape strip. The finished side of a fence/wall shall face the exterior property lines.

2.

IT IS SO ORDAINED, this _____ day of _____, 2023.

Mayor David R. Still

Attest: _____

City Clerk

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LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION
AGENDA CATEGORY: GENERAL DISCUSSION

- Item:** An Ordinance to Amend the Zoning Ordinance, ARTICLE 6; Architectural and Design Standards
- Department:** Planning and Development
- Date of Meeting:** Wednesday, October 11, 2023
- Applicant Request:** Approve request
- Presented By:** Todd Hargrave, Director of Planning and Development
- Department Recommendation:** **Approval**
- Planning Commission Recommendation:** **Table to November Public Hearing**

Summary: ARTICLE 6 needs to be updated to be consistent with the vision from the 2040 Comprehensive Plan and the 2021 LCI for City of Lawrenceville.

- Attachments/Exhibits:**
- Proposed ARTICLE 6

AN ORDINANCE TO AMEND ARTICLE 6 ARCHITECTURAL AND DESIGN STANDARDS

OF THE CITY OF LAWRENCEVILLE ZONING ORDINANCE 2020

The City Council of the City of Lawrenceville, Georgia hereby ordains that the City of Lawrenceville Zoning Ordinance 2020 is amended as follows:

Section 1. That the Zoning Ordinance Article 6 Architectural and Design Standards, is amended as follows:

Architectural and Design Standards

600 PURPOSE AND INTENT

The purpose and intent of this article is to provide the minimum design standards for residential and non-residential development in the city. Specific standards listed in [Article 1 Districts](#) for specific zoning districts shall apply. The Architectural Design Standards were created to:

- Enhance the City’s historic and future role as the civic and economic center of Lawrenceville and as a symbol of Gwinnett County.
- Establish a logical framework for development.
- Improve the aesthetics of streets and built environments.
- Create an environment where people can live, work, meet and play.
- Encourage a balanced mix of retail, professional, residential, civic, entertainment, and cultural uses.
- Enhance the efficient utilization of parking facilities by encouraging shared parking and alternative modes of transportation.
- Promote pedestrian safety by ensuring sidewalk-oriented buildings along attractive street-facing facades that foster pedestrian activity and liveliness.
- Provide accessible and sufficient parking in an unobtrusive manner.
- Enhance Lawrenceville’s historic quality by ensuring that new and rehabbed buildings are compatible with the character of surrounding buildings.
- Provide safe and accessible parks and plazas.

All requests for development and building permits located within the city limits contained in this Article shall meet all of the requirements of the base zoning

district in which it is located; all conditions of rezoning or special use permit approvals; and shall also meet the requirements herein.

Building designs, architectural materials and color selection shall be subject to review and approval of the Director of Planning and Development, or designee, prior to the issuance of a Building Permit.

In any case that conditions of approval for a rezoning or special use permit are approved by the City Council and conflict with the provisions of this article, the approved conditions shall take precedence.

The following shall be submitted to the Director of Planning and Development for review and approval:

- A.** Color Elevations (front, side, and rear) and floor plans and examples exterior architectural treatments shall be required.
- B.** Site Plan (i.e., building setbacks, buffers, landscape, right-of-way, alleys, etc.).
- C.** Light Reflectance Value (LRV) Plan – quantifies the amount of light of an exterior color will reflect or absorb on an exterior wall. LRV shall be measured on a scale of 0 to 100 percent (%) or absolute black (absorbs light) to pure white (reflects light).
 - Low LRV: 0 %-40 %
 - Medium LRV: Greater than 40% - 60%
 - High LRV: Greater than 60% - 100% percent
- D.** Plans should show quality, durable materials on the exterior and interior of the home. Hardwood floors, hard surface countertops, and upgraded appliance packages are encouraged, as are sustainable materials.

The Director of Planning and Development may reject alternate proposals, which are deemed to be inconsistent with these minimum architectural and design standards. Alternate proposals rejected by the Director may be submitted for review and approval of the Board of Appeals.

601 MINIMUM ARCHITECTURAL AND DESIGN STANDARDS

The following standards and regulations shall apply to all zoning classifications and shall be subject to review and approval by the Director of the Planning and Development Department.

New development or construction shall maintain compatibility with surrounding buildings and community features; this may include existing materials otherwise not mentioned in this Article.

A. Building and Structure- Materials

Materials used for the construction of exterior walls shall comply with the provisions of the International Building Code (IBC) and International Residential Code (IRC) as applicable.

Exposed concrete blocks, retaining walls, fascia, plywood, sheet metal, soffit, etc. shall be constructed with materials designed and constructed to provide weather protection of a building or structure. Materials shall comply with the provisions of the International Building Code (IBC) and International Residential Code (IRC) as applicable.

B. Building and Structure – Color

It is the intent of these guidelines to establish timelessness in the color schemes incorporated in the overall design of the project relating to the exterior architectural treatments of the design of a building and structure. Color scheme shall be used to enhance the architecture of the project, not to attract to specific feature or element.

Exterior color of building and structure in all zoning classifications shall be limited as follows:

1. Shades of color consisting of a Light Reflective Value (LRV) of fifty (50) percent or greater shall be prohibited.
2. Shades of color consisting of an LRV of ten (10) percent or less shall be prohibited.
3. Primary Color shall have a LRV of fifty (50) percent or less.
4. Secondary Color (Tertiary) shall have an LRV of fifty (50) percent or less. Tertiary colors may be used in comparatively small quantities not exceeding twenty-five (25) percent of the total wall area of any façade or elevation of a building or structure.

5. Building and Structure Color shall include roof materials and colors. Roof materials and colors shall have an LRV of forty (40) percent or less.

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602 COMMERCIAL AND NON-RESIDENTIAL BUILDINGS

A. Exterior Wall Design

1. The facade, sides, and rear elevations shall incorporate materials, finish, color, style, and features compatible with the adjacent buildings on the same block.
2. The front, sides, and rear facades of buildings shall have glass, brick, and/or stone finish. Stucco/EIFS, textured concrete masonry, and/or fiber-cement board siding finish shall be allowed, not to exceed thirty (30) percent of any façade elevation. Architectural precast concrete and architectural non-ribbed metal panels with concealed fasteners may be permitted.
3. The facade, sides, and rear elevations of buildings two (2) stories or less, which are not adjacent to residentially zoned property, shall have glass, architectural precast concrete, brick and/or stone finish. Non-ribbed composite metal panels with concealed fasteners may be allowed for up to fifty (50) percent of the façade finish. Stucco/EIFS finish shall be allowed as a minor accent for components such as trim, linear design features, and/or porch gables.
4. The rear of buildings (not directly visible to streets) shall be brick, stone, stucco/EIFS finish, textured concrete masonry, architectural precast concrete, and/or fiber cement board siding finish.
5. Buildings in zoning districts that allow industrial classified buildings with industrial factory occupancies may have precast concrete or tilt-up concrete panels with textured coating finish. Concrete panels shall have a design pattern of architectural reveals and/or insets. The building facades shall incorporate a minimum of two colors.
6. Multi-tenant retail (mercantile) buildings and shopping centers shall incorporate distinct architectural entry identity for individual tenant suites exceeding 10,000 square feet of gross floor area, such as towers, portico, gables, or offset façade with change of materials.
7. Exposed neon or other types of color accent lighting shall be prohibited. Neon light graphic features or signage located on interior walls or bulkheads shall be located a minimum of eight (8) feet behind the exterior glass façade.
8. Ornamental wall-mounted sconce lights located on the building elevation adjacent to an entrance must be of non-clear translucent panels with low

wattage (not to exceed thirty (30) watts) light source and the light/wall location must be at least thirty (30) feet from the property line.

- 9.** Wall mounted electrical, mechanical, utility meters, and other utility equipment shall be screened. Screening height shall be equal to the height of the equipment. Equipment screens shall have finish, which is consistent with the finish materials of the building façade, or vegetative landscape screening shall be provided immediately in front of the equipment units.
- 10.** Ground mounted electrical, mechanical, and like utility equipment shall be screened. Screening height shall be equal to the height of the equipment. Equipment screens shall have a finish which is consistent with the finish materials of the building façade or provide vegetative landscape screening immediately around the units.
- 11.** Portable buildings shall be prohibited.

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603 COMMUNITY MIXED-USE BUILDINGS

Mixed-Use developments shall be designed in accordance with the rules and regulations governing this Article which requires that all requests for development and building permits located within the city limits contained in this Article shall meet all of the requirements of the base zoning district in which it is located; all conditions of rezoning or special use permit approvals; and shall also meet the requirements herein.

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604 LIVE-WORK UNITS – STOREFRONT DESIGN

The intent of Live-Work units is to preserve the historical character of existing commercial buildings or structures located in the Downtown Entertainment District. Live-Work units are permitted in the BGC Central General Business District as a use-by-right and CMU Community Mixed Use District.

Live-Work Units shall consist of a storefront design constructed with components consisting of awnings, bulkheads, canopies, display windows, indirect illumination, kick plates, knee walls, signage, transom sash and upper floor windows.

The following exterior architectural design standards shall be considered the minimum requirements for all Live-Work Units proposed for construction, unless otherwise indicated in the specific zoning classification or conditions of zoning:

A. Building Height

Building height shall be limited to three (3) stories or thirty-five (35) feet.

B. Components

Live-Work Units shall include the following components:

1. Expression Line/Cornice/Sign board separating non-residential use (first or main floor) from residential use (upper floors).
2. Masonry Pier or column (capital and base).
3. Transom Window
4. Display Windows intended to create storefront transparency. Seventy (70) percent is ideal.
5. Paneled Bulkhead Base or Window Base shall be a minimum of twenty-four (24) inches or two (2) feet in height.
6. Recessed Entry Door

C. Doors and Windows

Thirty-three (33) percent of the square footage of the wall area of each façade, side and rear elevation shall consist of doors, louvers skylights windows or other approved openings providing light and ventilation to outdoor air, excluding garage doors.

1. Doors

- a. All casing (trim work) shall have mitered corners.
- b. All exterior entryways shall include casing consisting of entablature (i.e., cornice, frieze, architrave) and pilasters (capital, base).

2. Windows

- a. All casing (trim work) shall have mitered corners.
- b. All exterior windows shall include casing consisting of entablature (i.e., cornice, frieze, architrave) and pilasters (capital, base).
- c. All windows shall be double hung.
- d. All window frames shall be recessed a minimum of two inches from the exterior façade.

D. Elevations – Rear and Side

The remaining balance the Live-Work Units opposite a public right-of-way shall include components of the following:

- 1. Solid surfaces or masonry walls (e.g., brick, granite, marble).
- 2. Lap Siding (Horizontal).
- 3. Board and Batten (Vertical).

E. Façade

- 1. Live-Work Units (first or main floor) shall consist of a high ratio of void (windows) to solid (wall) areas. Storefront Design shall be predominantly comprised of transparent surfaces (display windows) to foster pedestrian activity and accommodate retail-merchandising needs.
- 2. Building façades Live-Work Units shall be adjacent to a public right-of-way.
- 3. Building facades shall be arranged in a staggered pattern, incorporating varying building colors and materials into the overall design.
- 4. Thirty-three (33) percent of the square footage of a wall area of a first or main floor adjacent to a public right-of-way shall be constructed with transparent surfaces (i.e., doors, louvers skylights windows or other approved openings providing light and ventilation to outdoor air).
- 5. Sixty-seven (67) percent of the square footage of a wall area of an upper floor adjacent to a public right-of-way shall be constructed with solid surfaces or masonry walls (e.g., brick, granite, marble).

6. Brick color shall be reflective of the existing materials used in the local region (e.g., city, neighborhood, subdivision).
7. Coursing shall be horizontal (common or running).

Note: Exceptions to the rule shall include provisions of IBC Chapter 12 Interior Environment governing the lighting, rodent proofing, room dimensions, sound transmission, surrounding materials, temperature control, ventilation associated with the interior space of a building.

F. Garages (as applicable)

1. Garages shall be located in a rear yard area accessed via a private utility easement or via a single curb cut extended from a public right-of-way.
2. Garages shall be accessed via a forty (40) foot private utility easement (alley).
3. Garage doors shall not be visible from a public right-of-way.
4. Detached Garages associated with a Live-Work unit shall be located in a rear yard area.

G. Limitations

1. Live- Work Units shall be limited to the following:
2. The Live-Work Unit shall not be greater than 3,000 square feet in area.
3. The nonresidential area is permitted to be not more than fifty (50) percent of the area of each Live-Work Unit.
4. The nonresidential area function shall be limited to the first or main floor only of the Live-Work Unit.
5. Not more than five nonresidential workers or employees are allowed to occupy the nonresidential area at any one time.

H. Means of Egress

Except as modified by [International Building Code \(IBC\), Chapter 4](#), the means of egress components for a Live-Work Unit shall be designed in accordance with [IBC Chapter 10](#) for the function served.

I. Mechanical Equipment

Mechanical equipment located on a rooftop shall be concealed from view from a public right-of-way by an enclosed parapet a minimum of forty-two (42) inches height. Additional height may be necessary to properly conceal its view from a public right-of-way.

J. Occupancy

Live-Work Units shall be classified as a Group R-2 occupancy. Separation requirements found in IBC Sections 420 and 508 shall not apply within the Live-Work Unit where the Live-Work Unit is in compliance with IBC Section 419. Either nonresidential uses that would otherwise be classified as a Group H (High-Hazard) or S (Storage) occupancy shall not be permitted in a Live-Work Unit.

K. Outdoor Livable Space

1. Facades adjacent to a public right-of-way shall consist of a cantilevered balcony with security railing and inward opening Double French Doors on each additional story above street level.
2. Balconies shall provide thirty-two (32) square feet of outdoor living space.
3. Balconies may encroach into any front, rear or side yard setback a maximum depth of five (5) feet.
4. Balconies shall be a minimum of twelve (12) feet above the Finished Floor Elevation
5. Occupied roofs, such as gardens, terraces, decks, and balconies are encouraged.

L. Parking and Loading Spaces

Live-Work within the Downtown Entertainment District unable to meet the minimum parking requirements shall be required abide by the rules and regulations regulating the Downtown Parking program ([see Article 5 Parking](#)).

605 MULTIFAMILY RESIDENTIAL BUILDINGS

Multifamily Residential developments shall be designed in accordance with the rules and regulations governing the Multifamily Residential District zoning classifications.

Double-Loaded Corridor

A multifamily dwelling unit constructed in a group of twelve (12) attached units or more, including single-level units located in a multistory building. Each unit is accessed internally, via a double-loaded corridor; a building design in which there are apartments or other individual units on both sides of a passage corridor connecting twelve or more attached units as define in [Article 10 Definitions, Dwelling – Multifamily Residential](#).

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606 ONE-FAMILY, TOWNHOUSE-FAMILY, AND TWO-FAMILY BUILDINGS

The following exterior architectural design standards shall be considered the minimum requirements for all single-family attached and detached units proposed for construction, unless otherwise indicated in the specific zoning classification or conditions of zoning:

A. Building Height

Building Height shall be limited to three stories or 35 feet.

B. Building Setbacks

One-Family, Townhouse-Family, and Two-Family dwelling units shall be designed in accordance with the rules and regulations governing the specific zoning classification.

1. Chimney Design

- a. Chimneys shall begin at-grade and constructed with brick or stone.
- b. Chimneys shall not extend into any front, rear or side yard setback.

2. Deck

- a. Rear elevations shall consist of a cantilevered deck providing one-hundred-ninety (190) square feet of outdoor living space.
- b. Decks shall be accessed internally with inward opening Double French Doors on each unit.
- c. Decks may not encroach into any front, rear or side yard setback unless approved by the Board of Appeals.

3. Doors

- a. Thirty-three (33) percent of the wall area (square footage) of each façade and each side or rear elevation shall consist of doors, louvers skylights windows or other approved openings providing light and ventilation to outdoor air, excluding garage doors.
- b. All casing (trim work) shall have mitered corners.
 - i. Exterior front entryways shall consist of one of the following doors.
 - ii. Solid wood door with transom window (horizontal).
 - iii. Solid wood door with transom window (semi-circle).

- iv.* Solid wood door with transom window (horizontal or semi-circle) and sidelights (vertical).
- c.* All exterior entryways shall include casing consisting of entablature (i.e., cornice, frieze, architrave) and pilasters (capital, base).

4. Façade

- a.* Forty-five (45) percent of the façade shall consist of masonry walls constructed with brick or stone.
- b.* Brick and stone color shall be reflective of the existing materials used in the local region (i.e., city, development, neighborhood, subdivision, etc.).
- c.* Coursing shall be horizontal (common or running).

5. Façade Accents

- a.* Twenty-two (22) percent of the remaining balance of the façade may include accents of the following materials:
- b.* Lap Siding (Horizontal) - Accent only.
- c.* Board and Batten (Vertical) - Accent only
- d.* Wood shake- Accent only.

6. Elevations

The remaining balance of each elevation shall include components of the following:

- a.* Lap Siding (Horizontal).
- b.* Board and Batten (Vertical).
- c.* Wood shake.

7. Exterior Trim Work

- a.* Exterior Trim Work shall consist of the following:
- b.* Corner pilaster with decorative capital and base.
- c.* Mitered corner board or post.
- d.* All trim work shall have mitered corners.

8. Foundation

- a.** Foundations shall consist of a brick or stone water table measuring at a minimum height of thirty-six (36) inches or three (3) feet.
- b.** Water tables shall be aligned with wall framing and topped with a skirt board, drip cap.

9. Garage

a. One-Family Residential

- i.** All One-Family dwelling units shall provide a double-car garage with a minimum garage door width of sixteen (16) feet.
- ii.** Two (2) external off-street parking spaces (9 ft. x 20 ft. each) shall be required for each unit. Tandem style parking shall be prohibited.
- iii.** Each lot on which a dwelling is constructed shall have provide two-car garage as a minimum requirement.
- iv.** Garages shall not be converted into heated interior space without being replaced with another two-car garage.

b. Townhouse-Family and Two-Family Residential

- i.** Garages shall be located in a rear yard area accessed via a private utility easement or via a single curb cut extended from a public right-of-way.
- ii.** Garages shall be accessed via a forty (40) foot private utility easement (alley).
- iii.** Garage doors shall not be visible from a public right-of-way.
- iv.** Detached Garages associated with a Live-Work or Townhouse unit shall be located in a rear yard area.

10. Porch - One-Family Residential

- a.** A porch shall be installed on the façade of each dwelling unit facing a Public Right-of-Way or Private Street (as applicable).
- b.** Porches shall be a minimum of twelve (12) feet in width or thirty-three (33) percent the width of the front facade, whichever is greater. Said porch shall have a roof, balustrades, columns, and steps.
- c.** Porches shall have a minimum depth of eight (8) feet and a minimum area of one hundred (100) square feet.

- d.* Porch Columns, excluding railings or pickets, shall have a minimum width of eight inches.
- e.* All exterior steps adjacent to a public right-of-way shall include enclosed risers and ends.
- f.* Porches adjacent to a public right-of-way or private utility easement shall not be enclosed with screen wire or glass.
- g.* Entry lighting for porches shall be installed ten (10) feet above the threshold of the primary entryway to the dwelling unit.

11. Roof Design

a. One-Family Residential

- i.* Flat roofs shall be prohibited.
- ii.* Eaves shall extend a minimum of eighteen inches beyond exterior building walls and consist of a decorative cornice.
- iii.* Roofing material must be architectural style shingles.
- iv.* Standing Seam Metal roofing may be permitted if approved by the Director of the Planning and Development Department ([See Section 601.B. Building and Structures – Color](#)).

b. Townhouse-Family and Two-Family Residential

- i.* Each row of buildings shall consist of a minimum of two alternating roof types (i.e., boxed, dormer, flat, hip, or open).
- ii.* Eaves shall extend a minimum of eighteen inches beyond exterior building walls and consist of a decorative cornice.
- iii.* Roofing material must be architectural style shingles.
- iv.* Standing Seam Metal roofing may be permitted if approved by the Director of the Planning and Development Department ([See Section 601.B. Building and Structures – Color](#)).

12. Stoop – Townhouse-Family and Two-Family Residential

- a.* A stoop shall be installed on the façade of each dwelling unit facing a public right-of-way or private access or utility easement.

- b.** Stoops shall be a minimum of six (6) feet in width or thirty-three (33) percent the width of the front facade, whichever is greater. Said stoop shall be constructed with brick or stone only.
- c.** Stoops shall be recessed and have a minimum depth of four (4) feet and a minimum area of twenty-four (24) square feet.
- d.** All exterior steps adjacent to a public right-of-way shall be constructed with brick or stone only.
- e.** Entry lighting for a stoop shall be installed ten (10) feet above the Finished Floor Elevation.

13. Window - One-Family, Townhouse-Family, and Two-Family Residential

Thirty-three (33) percent of the wall area (square footage) of each façade and each side or rear elevation shall consist of doors, louvers skylights windows or other approved openings providing light and ventilation to outdoor air, excluding garage doors.

- a.** All casing (trim work) shall have mitered corners.
- b.** All exterior windows shall include casing consisting of entablature (i.e., cornice, frieze, architrave) and pilasters (capital, base).
- c.** All windows shall be double hung.
- d.** All window frames shall be recessed a minimum of two inches from the exterior façade.
- e.** All doors and windows that operate as horizontal slides shall be prohibited.
- f.** Bay windows (i.e., box, canted, oriel, circle, etc.) or enclosed cantilevered extension may include exterior wall finishes of board and batten or lap siding.

IT IS SO ORDAINED, this ____ day of _____, 2023.

Mayor David R. Still

Attest: _____
City Clerk

DRAFT



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION
AGENDA CATEGORY: GENERAL DISCUSSION

Item: An Ordinance to Amend the Zoning Ordinance, ARTICLE 10; Definitions

Department: Planning and Development

Date of Meeting: Wednesday, October 11, 2023

Applicant Request: Review of Amendment

Presented By: Todd Hargrave, Director of Planning and Development

Department Recommendation: **Approval**

Planning Commission Recommendation: **Approval**

Summary: Amendment to ARTICLE 10 Definitions is necessary to clarify language that is consistent with Georgia State Law.

Attachments/Exhibits:

- ZON ORD_ART 10 DEF_RDLNS_10012023

AN ORDINANCE TO AMEND

ARTICLE 10 DEFINITIONS, SECTION 1000

OF THE CITY OF LAWRENCEVILLE ZONING ORDINANCE 2020

The City Council of the City of Lawrenceville, Georgia hereby ordains that the City of Lawrenceville Zoning Ordinance is amended as follows:

Section 1. Delete Article 10 Definitions in its entirety, and replace it as follows:

DEFINITIONS

1000 GENERAL MEANING OF WORDS AND TERMS

For the purposes of the Lawrenceville Zoning Ordinance, the words and terms defined in this Article have the meanings ascribed to them.

1. Any word or term not specifically defined or described in this Article shall have their common definition by the Merriam-Webster dictionary.
2. Words used in the present tense shall include the future tense.
3. The singular form of the word shall include the plural, and the plural the singular.
4. The word “person” shall include a firm, association, organization, partnership, trust, company, or corporation.
5. The words “used or occupied” shall include the words “intended, designed, or arranged to be used or occupied”.
6. The word “shall” or “will” is mandatory, and the word “may” is permissive.
7. The word “zoning map” means the Official Zoning Map of the City of Lawrenceville, Georgia.
8. The word “lot” shall be construed to include “parcel”.
9. Whenever a conflict of definitions is considered to exist or an interpretation of these definitions is necessary, the Director of Planning and Development shall resolve the conflict and interpret the definition. The action of the Director shall be recorded.

ZON ORD_ART 10 DEF_RDLNS_10012023

A

ACCENT LIGHTING

The use of lighting or lighted bulbs to emphasize or draw attention to a building or portions of a building. This definition shall not include traditional landscape lighting, security lighting, or similar lighting shown on the building plans and specifications approved at the issuance of the building permit.

ACCESSORY DWELLING UNIT

A dwelling unit sharing ownership and utility connections with a single-family dwelling or townhouse.

ACCESSORY BUILDING

A building detached from a principal building on the same lot and customarily incidental to the principal building or use including but not limited to detached garages, carports and utility buildings, sheds, gazebos, or barns.

ACCESSORY STRUCTURE

A structure detached from a principal building on the same lot and customarily incidental to the principal building or use, but not including stormwater infrastructure or a fence, wall, or trellis which is customarily placed along a property line and not including HVAC equipment or similar utilities that occupy less than 30 square feet in footprint.

ACCESSORY USE

A use of land or of a building or portion thereof customarily incidental and subordinate to the principal use of the land or building and located on the same lot with such principal use.

~~ADULT ENTERTAINMENT ESTABLISHMENT~~

~~Shall have the same meaning as set forth in Chapter 12, Article II, Division 13, Sec. 12-401 of the Lawrenceville Code of Ordinances.~~

ADULT ENTERTAINMENT

ZON ORD_ART 10 DEF_RDLNS_10012023

Entertainment that is characterized by an emphasis on the depiction, display, or the featuring of specified anatomical areas.

For purposes of this Article Adult Entertainment shall mean and include any of the following:

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ADULT ENTERTAINMENT - ADULT BOOKSTORE

An establishment having a substantial or significant portion of its stock in trade, books, magazines or other periodicals which are distinguished or characterized by their emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas or an establishment with a segment or section, comprising five percent of its total floor space, devoted to the sale or display of such materials or five percent of its net sales consisting of printed materials which are distinguished or characterized by their emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas.

ADULT ENTERTAINMENT - ADULT BUSINESS

Shall mean and include any of the following:

1. Each of those enterprises defined in this Article.
2. Any business other than those expressly specified in this division, where employees or patrons expose specified anatomical areas or engage in specified sexual activities; or
3. Any other business or establishment which offers its patrons services or entertainment characterized by an emphasis on matter depicting, describing, discussing, or relating to specified sexual activities or specified anatomical areas.

ADULT ENTERTAINMENT - ADULT DANCING ESTABLISHMENT

A business that features dancers displaying or exposing specified anatomical areas.

ADULT ENTERTAINMENT - ADULT ENTERTAINER

Any person employed by an adult entertainment establishment who exposes his specified anatomical areas, as defined in this Article. The term "adult entertainer" includes employees as well as independent contractors.

ADULT ENTERTAINMENT - ADULT ESTABLISHMENT

Shall mean and include any of the following:

1. Any commercial establishment that employs or uses any person live, in any capacity in the sale of service of beverages or food while such person is unclothed or in such attire, costume or clothing, so as to expose any portion of his specified anatomical areas.
2. Any commercial establishment which provides live entertainment where any person appears unclothed or in such attire, costume, or clothing as to expose any portion of his specified anatomical areas, as defined in this Article or where such performances are distinguished or characterized by an emphasis on specified sexual activities, as defined in this Article.
3. Any commercial establishment which holds, promotes, sponsors, or allows any contest, promotion, special night, event, or any other activity where live patrons of the establishment are encouraged or allowed to engage in any of the conduct described in this Article.
4. Any commercial establishment having a substantial or significant portion of its stock in trade, books, magazines or other periodicals, videotapes or movies or other reproductions, whether for sale or rent, which are distinguished or characterized by their emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas, as those terms are defined in this section, or having a segment or section comprising more than ten (10) square feet of its total floor space, devoted to the sale or display of such material or which derives more than five (5) percent of its net sales for the sale or rental of such material;
5. Any commercial establishment utilizing an enclosed building with a capacity of fifty (50) or more persons used for cinematographic or videographic presentation of material distinguished by or characterized by an emphasis on matter depicting, describing, or relating to specified anatomical areas, as defined in this Article, for observation by patrons therein.
6. Any adult motion picture theater, adult motion picture arcade, adult mini-motion picture theater, adult bookstore, adult video store, adult hotel, or adult motel, as defined in this Article.

The term "adult entertainment establishment" does not include traditional or live theater (mainstream theater) which means a theater, concert hall, museum, educational institution or similar establishment which regularly features live performances which are not distinguished or characterized by an emphasis on the depiction, display, or description or the featuring of specified anatomical areas or specified sexual activities in that the depiction, display, description or featuring is incidental to the primary purpose of any performance.

ADULT ENTERTAINMENT - ADULT MINI-MOTION PICTURE THEATER

An enclosed building with a capacity of less than fifty (50) persons used for commercially presenting material distinguished or characterized by an emphasis on matter depicting or relating to specified sexual activities or specified anatomical areas for observation by patrons therein.

ADULT ENTERTAINMENT - ADULT MOTION PICTURE ARCADE

Any place to which the public is permitted or invited wherein coin- or slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time and where the images so displayed are distinguished or characterized by an emphasis on depicting or describing specified sexual activities or specified anatomical areas.

ADULT ENTERTAINMENT - ADULT MOTION PICTURE THEATER

An enclosed building with a capacity of fifty (50) or more persons used for presenting material distinguished or characterized by an emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical areas for observation by patrons therein.

ADULT ENTERTAINMENT - ADULT VIDEO STORE

An establishment having a substantial or significant portion of its stock in trade, video tapes or movies or other reproductions, whether for sale or rent, which are distinguished or characterized by their emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas or an establishment with a segment or section, comprising five percent of its total floor space, devoted to the sale or display of such material or which derives more than five (5) percent of its net sales from videos which are characterized or distinguished by their emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas.

ADULT ENTERTAINMENT - CHILDREN'S DAY CARE FACILITY

A structure or portion of a structure wherein is provided care and supervision of children away from their place of residence for less than twenty-four (24) hours per day on a regular basis for compensation. For the purpose of this Article, the term "children's day care facility" includes, but is not limited to, the terms "nursery school," "early learning center," "day care center." "pre-kindergarten," "private kindergarten," "play school," or "pre-school."

ADULT ENTERTAINMET - EROTIC DANCE ESTABLISHMENT

A nightclub, theater or other establishment which features live performances by topless and/or bottomless dancers, go-go dancers, strippers, or similar entertainers, where such performances are distinguished or characterized by an emphasis on specified sexual activities or specified anatomical areas.

ADULT ENTERTAINMENT - ESCORT BUREAU OR INTRODUCTION SERVICE

Any business, agency, or persons who, for a fee, commission, hire, reward, or profit, furnish or offer to furnish names of persons, or who introduce, furnish, or arrange for persons who may accompany other persons to or about social affairs, entertainment, or places of resort or within any private quarters.

ADULT ENTERTAINMENT - GOOD MORAL CHARACTER

A person is of good moral character according to this division if that person has not been convicted of a felony, or any crime not a felony if it involves moral turpitude, in the past five years. The City may also take into account such other factors as are necessary to determine the good moral character of the applicant or employee. Conviction shall include pleas of nolo contendere or bond forfeiture when charged with such crime.

ADULT ENTERTAINMENT - MINOR

Any person who has not attained the age of eighteen (18) years.

ADULT ENTERTAINMENT - OPERATOR

The manager or other person principally in charge of an adult entertainment establishment.

ADULT ENTERTAINMENT - OWNER

Any individual or entity holding more than a twenty (20) percent interest in an adult entertainment establishment.

ADULT ENTERTAINMENT - PREMISES

The defined, closed, or partitioned establishment, whether room, shop or building wherein adult entertainment is performed.

ADULT ENTERTAINMENT - SPECIFIED SEXUAL ACTIVITIES

Shall mean and include any of the following:

- 1. Actual or simulated sexual intercourse, oral copulation, anal intercourse, oral anal copulation, bestiality, direct physical stimulation of unclothed genitals, flagellation, or torture in the context of a sexual relationship, or the use of excretory functions in the context of a sexual relationship and any of the following sexually oriented acts or conduct: anilingus, buggery, coprophagy, coprophilia, cunnilingus, fellatio, necrophilia, pederasty, pedophilia, picquerism, sapphism, zooerastia.
- 2. Clearly depicted human genitals in a state of sexual stimulation, arousal, or tumescence.
- 3. Use of human or animal ejaculation, sodomy, oral copulation, coitus, or masturbation.
- 4. Fondling or touching of nude human genitals, pubic region, buttocks, or female breast.
- 5. Masochism, erotic or sexually oriented torture, beating or the infliction of pain.
- 6. Erotic or lewd touching, fondling or other sexual contact with an animal by a human being; or
- 7. Human excretion, urination, menstruation, vaginal or anal irrigation.

ADULT ENTERTAINMENT - SPECIFIED ANATOMICAL AREAS

Shall mean and include any of the following:

- 1. Less than completely and opaquely covered human genitals or pubic region; buttocks; or female breast below a point immediately above the top of the areola; or
- 2. Human male genitalia in a discernably turgid state, even if completely and opaquely covered.

~~**ADVERTISING SIGN (BILLBOARD):**~~

~~Any structure or portion thereof situated on private premises on which lettered, figured, or pictorial matter is displayed for advertising purposes, except for the name and occupation of the user of the premises; the nature of the business conducted on the premises; or the products sold or manufactured on the premises.~~

AGRICULTURAL DISPLAY STAND

A structure or vehicle used for the display and sale of products raised on the same premises.

AIR TRAFFIC CONTROL

Any person, partnership, joint venture, or company engaged in the business of directing and/or controlling the taxi, take off, approach, landing, scheduling, clearing, or otherwise managing flights from an airport for a fee.

AIRCRAFT

All equipment now or hereafter used for the navigation of or flight in air or space, including, but not limited to, airplanes, gliders, lighter-than-air ~~craft~~ aircraft, helicopters, amphibians, and seaplanes.

AIRCRAFT MAINTENANCE OR SERVICE

Engaging in the business of providing goods, supplies, or services for the repairing, refurbishing, rebuilding, constructing, altering, fueling, refueling, cleaning, inspecting, testing, or otherwise modifying any aircraft for a fee.

AIRLINE

Any person, partnership, joint venture, or company engaged in the business of transporting passengers, baggage, and/or cargo by aircraft for profit.

AIRPORT

A tract of land or water equipped with facilities for the taxi, take off, approach, landing, shelter, storage, supply, maintenance and/or service of aircraft. Airports may be used, but are not required to be used, for the transportation of passengers, baggage, and/or cargo for a fee.

ALLEY

A public or private way, at the rear or side of the property, permanently reserved as a means of secondary vehicular access to abutting property.

AMENITY

Something that helps to provide comfort, convenience, and/or enjoyment.

ANIMAL HOSPITAL

See VETERNARIAN CLINIC.

DRAFT

ANIMATED SIGNS

~~Any sign that utilizes the appearance of movement using lighting to depict action or to create a special effect or scene.~~

ANTENNA

A system of poles, panels, rods, or other similar devices used for the transmission or reception of radio frequency signals.

APPEAL

A request for a review of the Department’s interpretation or decision of any provision of this Ordinance.

ATTENTION GETTING DEVICE

~~Any pennant, propeller, spinner, ribbon, streamer, searchlight, balloon, inflatable sign (static), figurine, statue, or other similar device or ornamentation designed to or having the effect of attracting the attention of potential customers or the general public.~~

ATTIC

The unfinished space between the ceiling joist of the top story and the roof rafters.

AUCTION HOUSE

A place where the sale of property to the highest bidder occurs.

AUTOMOBILE AUCTION

The sale of automobiles to the highest bidder.

AUTOMOBILE BODY SHOP

A building, lot, or portion of a lot used or intended to be used for the business of collision service, which shall include body, frame, or fender-straightening or repair; painting; and glass replacement. It also includes the reconditioning of motor vehicles, which may include repainting, re-sculpturing, rust repair, engine, underbody steam cleaning, and undercoating.

AUTOMOBILE REPAIR

A building and/or lot where motor vehicle fuels or lubricating oil or grease or accessories for motor vehicles are dispensed, sold, or offered for sale at retail only; where services are provided on motor vehicles, including greasing and oiling on

the premises, including vehicle washing; and where repair services may be incidental to the use.

AUTOMOBILE WASH

A building, lot, or portion of a lot used or intended to be used exclusively for exterior washing and interior cleaning of motor vehicles.

AVIATION

The operation of aircraft.

DRAFT

AVIATION BUSINESS

Any business engaged in the operation, service, support, maintenance, repair, management, or control of aircraft for a fee.

AWNING

A rooflike structure with a rigid frame which cantilevers from the elevation of a building designed to provide continuous overhead protection.

DRAFT

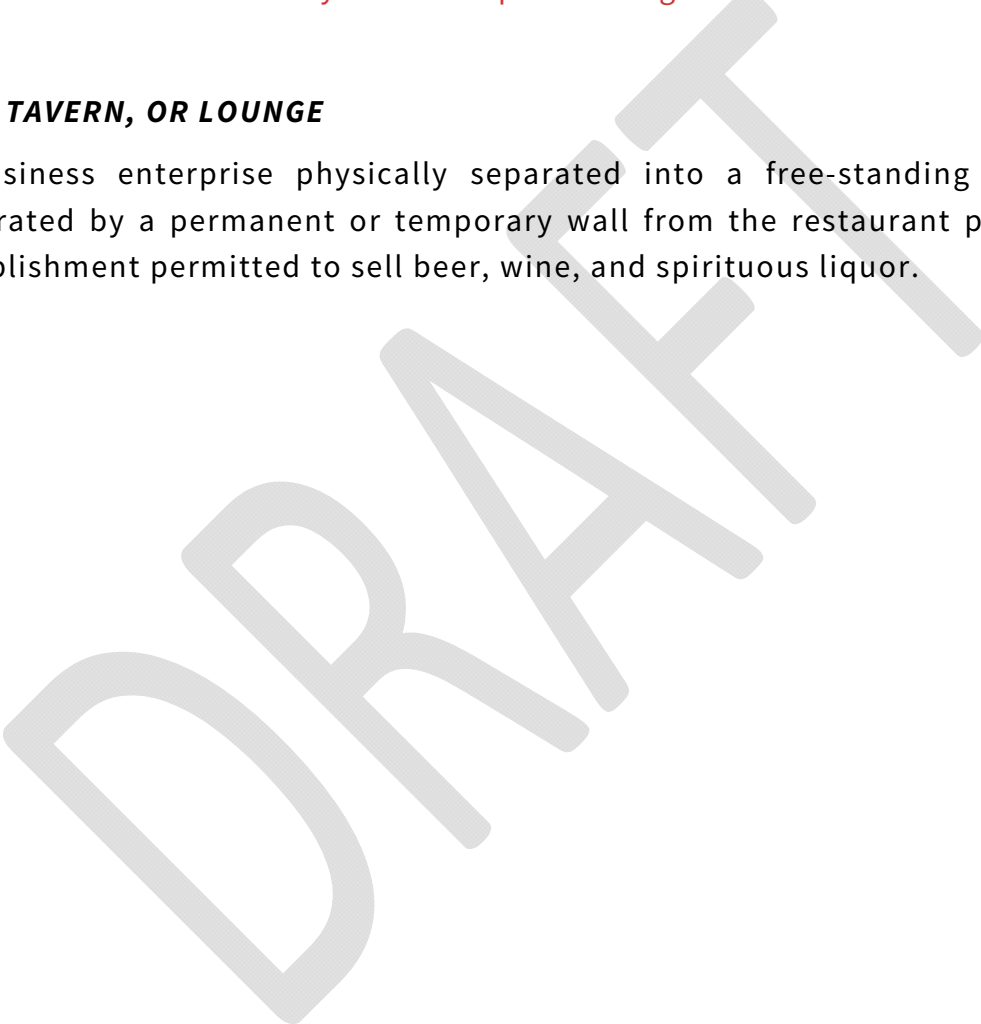
B

~~BANNER SIGN~~

~~A sign either enclosed or not enclosed in a rigid frame and secured or mounted to allow movement caused by the atmosphere. Flags are not banners.~~

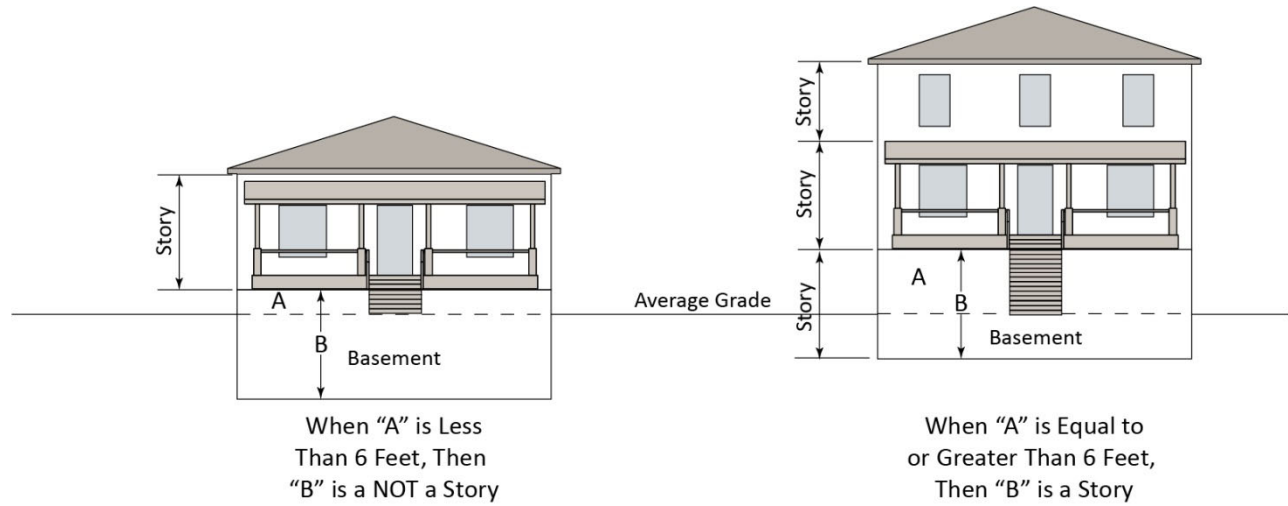
BAR, TAVERN, OR LOUNGE

A business enterprise physically separated into a free-standing building or separated by a permanent or temporary wall from the restaurant portion of an establishment permitted to sell beer, wine, and spirituous liquor.



BASEMENT

That portion of a building that is partly or completely below grade. A basement is not deemed a story unless the ceiling is six (6) feet or more above the average grade.



BED AND BREAKFAST ESTABLISHMENT

An owner-occupied residential single-family, detached structure where lodging and breakfast only are provided to transient guests for compensation and the provision of lodging and breakfast are subordinate to the principal use of the structure. The provision of lodging and breakfast shall be subordinate to the principal use of the structure.

BILLBOARD

~~A sign larger than 200 square feet in area.~~

BOARD

The Board of Appeals of the City of Lawrenceville, Georgia.

BODY ART STUDIOS

A tattoo or piercing placed on the body of a person for aesthetic or cosmetic purposes.

BODY ART STUDIOS - ARTIST

Any person who performs body art. Such term shall not include in its meaning any physician or osteopath licensed under O.C.G.A. Chapter 34 of Title 43, nor shall it include any technician acting under the direct supervision of such licensed physician or osteopath, pursuant to subsection (a) of Code Section 16-5-71.

BODY ART STUDIOS - STUDIO

Any facility or building on a fixed foundation wherein a body artist performs body art.

BODY ART STUDIOS - MICROBLADING OF THE EYEBROW

A form of cosmetic tattoo artistry where ink is deposited superficially in the upper three layers of the epidermis using a handheld or machine powered tool made up of needles known as a microblade to improve or create eyebrow definition, to cover gaps of lost or missing hair, to extend the natural eyebrow pattern, or to create a full construction if the eyebrows have little to no hair.

BODY ART STUDIOS - TATTOO

To mark or color the skin by pricking in, piercing, or implanting indelible pigments or dyes under the skin. Such term includes microblading of the eyebrow.

BREWERY

An establishment where malt liquors are produced.

BUFFER

A strip of land, identified in this Ordinance, established to protect one type of land use from another with which it is incompatible. A buffer may include additional transition uses, yard space, fences, landscapes areas, or height restrictions.

BUILDABLE AREA

The portion of a lot remaining after required yards have been provided.

BUILDING AREA

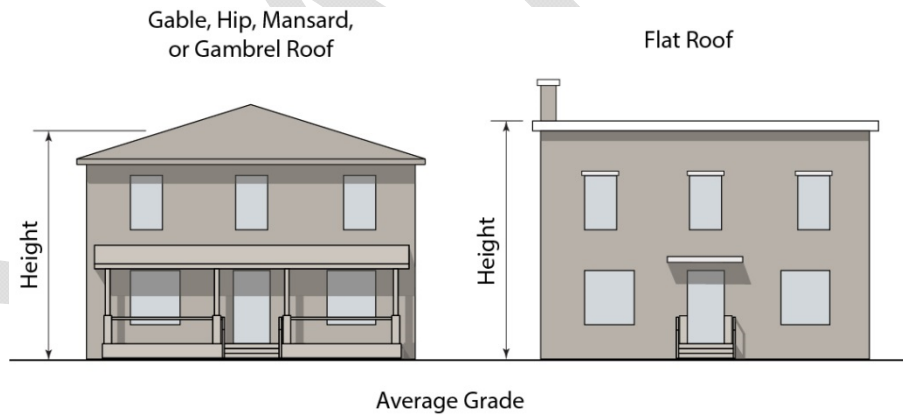
The area of the face of a building (height x width), not including the roof.

BUILDING FRONTAGE

The side of the building on the primary roadway.

BUILDING HEIGHT

The vertical distance from the average grade at the exterior wall to the average height of the highest roof surface of a gable, hip, mansard, or gambrel roof, or to the highest point of the roof surface of a flat roof.



BUILDING AND CONSTRUCTION MATERIALS AND HARDWARE

~~A retailing~~ **Retailing**, wholesaling, or rental of building supplies or construction equipment, typically with outdoor bulk materials and lumberyards. This classification includes lumberyards, home improvement sales and services, tool and equipment sales, and rental establishments.

BUILDING OFFICIAL

The individual appointed by the City Council of the City of Lawrenceville, Georgia, and charged with the responsibility of building permit and certificate of occupancy issuance.

BUILD-TO-LINE

The build-to-line is the line parallel to the front lot line to which buildings shall front to the extent identified in this Section.

C

CANOPY

See AWNING.

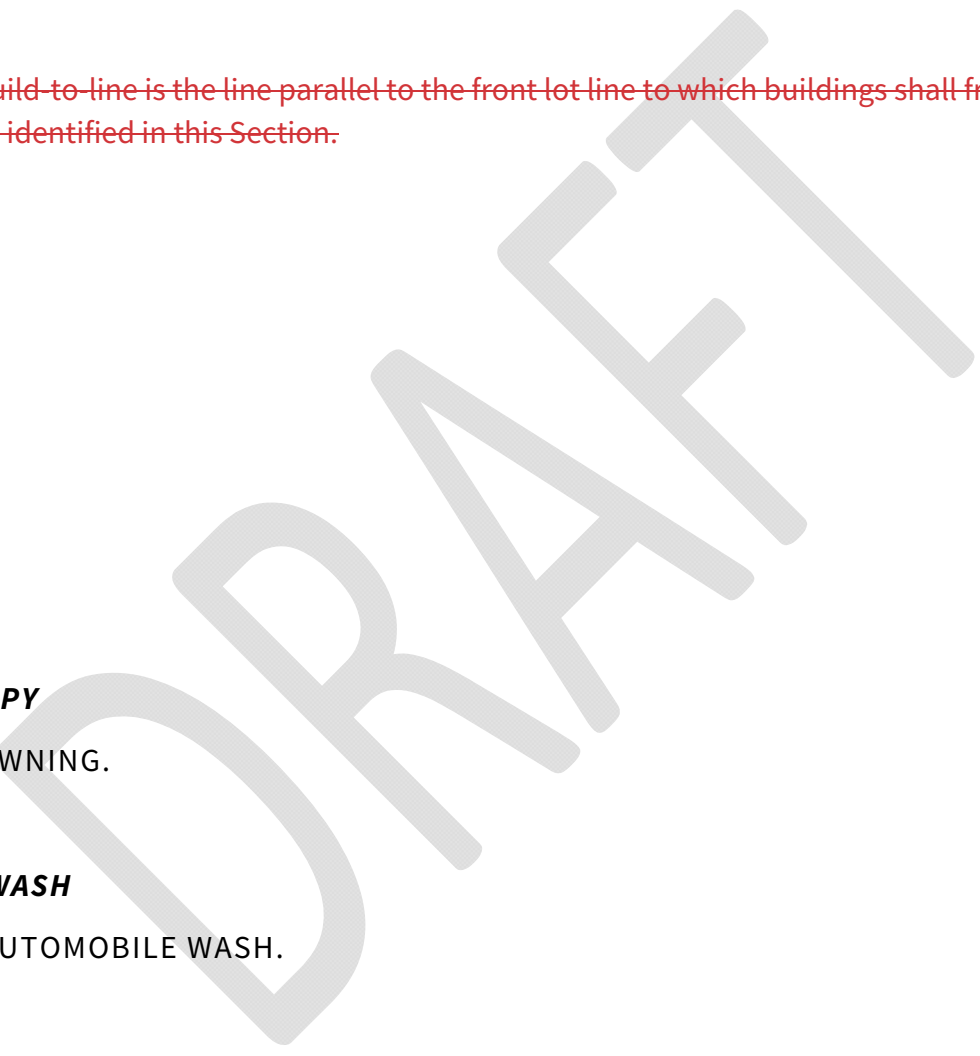
CAR WASH

See AUTOMOBILE WASH.

CARPORT

A permanent, open-sided shelter for an automotive vehicle, usually formed by a roof projecting from the side of a building.

CEMETERY



ZON ORD_ART 10 DEF_RDLNS_10012023

An area and use of land set apart for the purpose of burial plots for deceased persons or animals and for the erection of customary markers, monuments and/or mausoleums related thereto; and which may be maintained by a church or other place of worship, or a private corporation.

CERTIFICATE OF COMPLETION

Document issued by the Department to indicate that the construction work authorized by a building permit has been completed which is either applicable to a non-occupied building, structure, building/structure addition, or any portion thereof, or involves a limited scope of renovation that does not change the occupancy or configuration of the affected space.

CERTIFICATE OF OCCUPANCY

A permit issued by the Department indicating that the use of the building or land in question is in conformity with this Ordinance or that there has been a legal variance therefrom as provided by this Ordinance.

~~CHECK CASHING, PAYDAY LOAN, AND WIRE TRANSFER FACILITIES~~

~~An establishment primarily engaged in facilitating credit intermediation (e.g., check cashing services, loan servicing, money order issuance services, money transmission services, payday lending services, traveler’s check issuance services)~~

~~Exceptions: mortgage and loan brokerage; and financial transactions processing, reserve, and clearinghouse activities. Any business that cashes checks for a fee, excluding “Financial Institutions.” This does not include companies that do tax return preparation and offer “refund anticipation” loans.~~

CHILD-CARING INSTITUTION (CCI)

See also “Group Home.” A State licensed child-welfare agency that is any institution, society, agency, or facility, whether incorporated or not, which either primarily or incidentally provides full-time care (room, ~~board~~board, and watchful oversight) for children through 18 years of age outside of their own homes. (Source: Georgia Department of Human Resources)

CIVIC USES

Public parks, squares, plazas, greens, lawns, amphitheaters, stages, ~~churches~~churches, or places of worship, public or private schools, gymnasiums, assembly halls, community meeting rooms, community service centers, post offices, fire stations, libraries, museums, public libraries, or other government or public service buildings and facilities except for those requiring outdoor storage or maintenance yards.

CLUB

A nonprofit association of persons who are bona fide members, paying regular dues, and are organized for some common purpose, but not including a group organized solely or primarily to provide a place of residence or render a service customarily carried on as a commercial enterprise.

CLUSTER

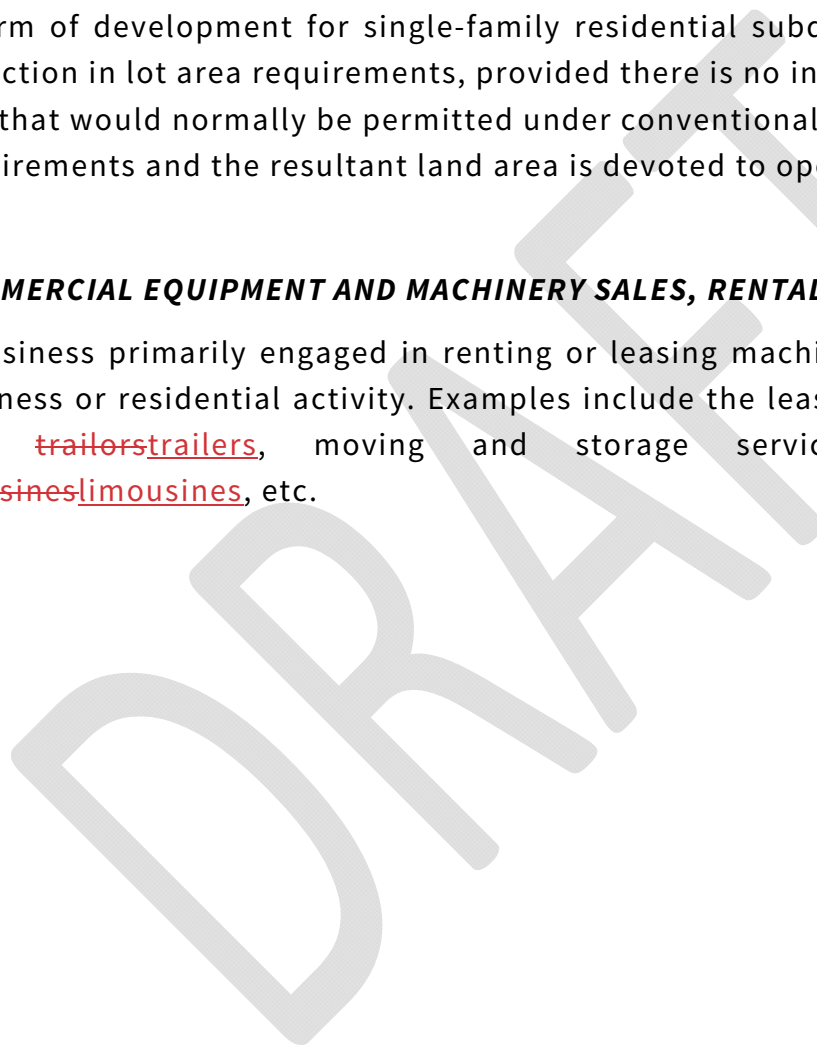
A development design technique that concentrates buildings in specific areas on the site to allow the remaining land to be used for recreation and/or common open space, as well as to preserve environmentally sensitive features.

CLUSTER SINGLE-FAMILY DEVELOPMENT

A form of development for single-family residential subdivisions that permits a reduction in lot area requirements, provided there is no increase in the number of lots that would normally be permitted under conventional zoning and subdivision requirements and the resultant land area is devoted to open space.

COMMERCIAL EQUIPMENT AND MACHINERY SALES, RENTAL, LEASING, AND REPAIR

A business primarily engaged in renting or leasing machinery for use in general business or residential activity. Examples include the leasing of furniture, trucks and ~~trailer~~trailers, moving and storage services, party supplies, ~~limosines~~limousines, etc.



COMMERCIAL ENTERTAINMENT

A facility for any indoor profit-making activity which is providing participatory and/or spectator activities, such as, but not limited to, motion picture theaters, live performances, bowling alleys, video game rooms, billiard halls, indoor skating rinks, bingo parlors, and similar entertainment activities. Commercial entertainment shall not include Adult Uses.

COMMISSION

The Planning Commission of the City of Lawrenceville, Georgia.

COMMON SPACE

Natural or improved land that provides continuous public access.

CONVALESCENT FACILITY

See NURSING HOME.

CONVENIENCE STORE

A facility primarily engaged in retailing a limited line of goods that generally includes milk, bread, soda, and snacks.

COMMUNITY GARDEN

A private, public, or non-profit facility for cultivation of fruits, vegetables or ornamental plants cultivated by more than one household.

DRAFT

COMMUNITY LIVING ARRANGEMENT (CLA)

A State-licensed residence, whether operated for profit or not, that undertakes through its ownership or management to provide or arrange for the provision of daily personal services, support, care, or treatment exclusively for two or more adults who are not related to the owner or administrator by blood or marriage and whose residential services are financially supported, in whole or in part, by funds designated through the Georgia Department of Human Resources, Division of Mental Health, Developmental Disabilities, and Addictive Diseases. (Source: Georgia Department of Human Resources)

CONDITIONAL ZONING

The granting or adoption of zoning for a property subject to compliance with restrictions as to use, size, project design, or timing of development, stipulated by the City Council to mitigate adverse impacts that could be expected without the imposition of such conditions.

CONDOMINIUM

A form of property ownership in which the buildings or portions of the buildings, whether residential or non-residential in use, are owned by individuals separate from the lands which surround the buildings, said lands held in common ownership by the owners of the several buildings.

~~**CONSTRUCTION SIGN**~~

~~A temporary sign erected on premises where construction is taking place.~~

CONTINUING CARE RETIREMENT COMMUNITY

See RETIREMENT COMMUNITY, CONTINUING CARE.

COUNCIL

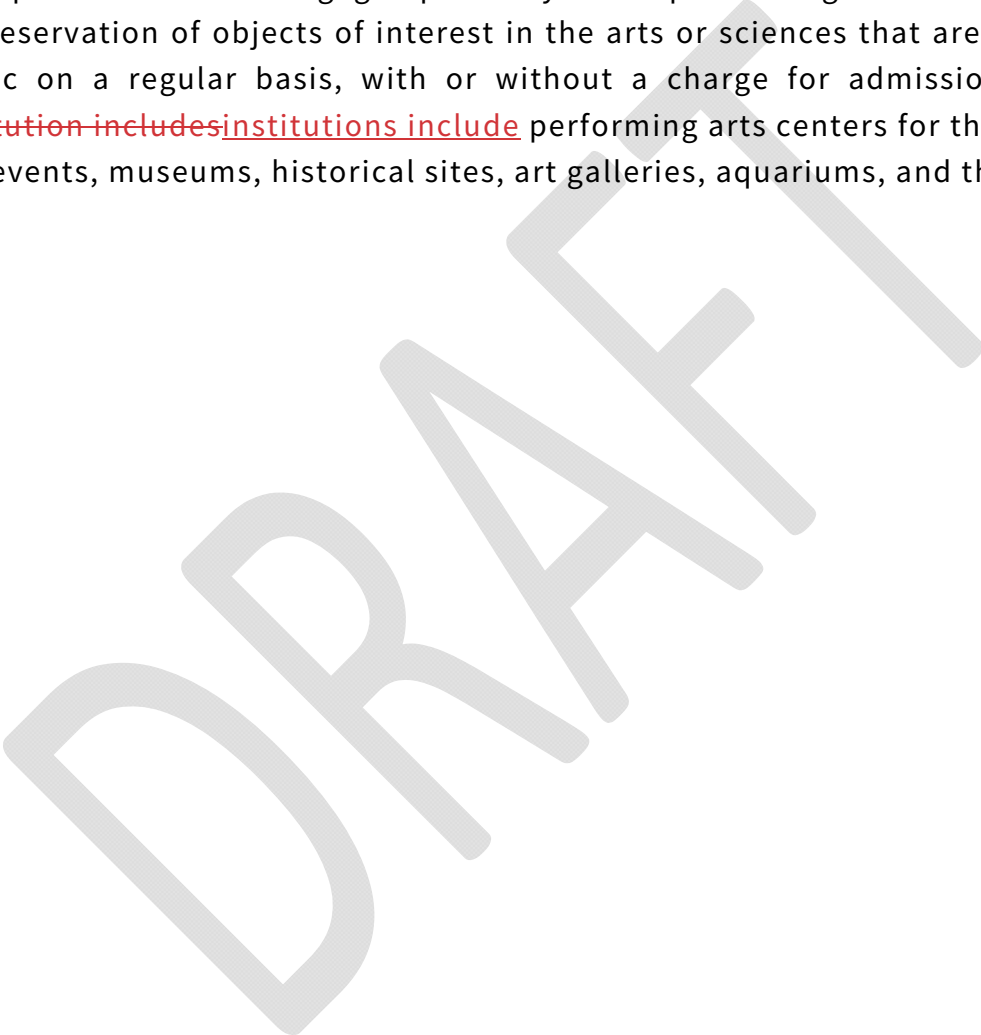
The City Council of the City of Lawrenceville, Georgia.

CORNER LOT

See LOT, CORNER.

CULTURAL INSTITUTION

A nonprofit institution engaged primarily in the performing arts or in the display or preservation of objects of interest in the arts or sciences that are open to the public on a regular basis, with or without a charge for admission. Cultural ~~institution includes~~institutions include performing arts centers for theater, dance and events, museums, historical sites, art galleries, aquariums, and the like.



D

DAYCARE CENTER

A private establishment that provides supervision and care of more than six children or adults for periods of less than twenty-four (24) hours per day. The facility typically charges tuition, fees, or other forms of compensation for the care

of the children or adults and is licensed or approved to operate as a care facility in the State of Georgia. (Source: Georgia Department of Human Resources)

DEVELOPMENT REGULATIONS

The adopted regulations providing for the subdivision and development of real property within the City of Lawrenceville, as amended from time-to-time by the City Council of the City of Lawrenceville.

DIRECTOR

See PLANNING AND DEVELOPMENT DIRECTOR.

DIRECT BURIAL GROUND FIXTURE

Upward directed lighting assembly that is installed such that the lens or outermost portion of the fixture is flush with the grade of the ground or surrounding surface in which it is installed.

DIRECT LIGHT

Light or illumination emitted directly from a fixture's light source, including the lens and globes associated with the fixture.

~~DIRECTORY SIGN~~

~~Any sign located on developed premises, adjacent to exits, entrances, driveways or off street parking facilities.~~

DISTRIBUTION FACILITY

A warehouse established where individual tenants engage in the receipt, storage, and distribution of their goods, products, cargo, and materials, including transshipment by boat, rail, air, or motor vehicle.

DISTILLERY/WINERY

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A facility that: ~~(1)~~ (1) ferments juices from grapes and/or other fruit; (2) blends wines; (3) distills and/or blends alcoholic liquors; (4) manufactures, bottles, labels, and packages wine and/or alcoholic liquors; and/or (5) performs any other similar activity authorized by the Alcohol and Tobacco Division of the Georgia Department of Revenue.

~~DOOR SIGN~~

~~A sign that is applied or attached to the exterior or interior of a door or located in such manner within a building that it can be seen from the exterior of the structure through a door.~~

~~DOUBLE POST SIGN~~

~~A permanent, free standing sign where the primary support is supplied by two posts positioned no more than two inches from the outer edge of the sign display area.~~

DOUBLE FRONTAGE LOT

See LOT, DOUBLE FRONTAGE.

~~DRIVE-IN or IN or DRIVE-THRU~~

A facility at which the service or business transaction occurs while the customer remains sitting in a vehicle.

DRUG ABUSE TREATMENT FACILITY

A residential facility staffed by professional and paraprofessional persons offering treatment or therapeutic programs for drug-dependent persons who live on the premises. A Drug Abuse Treatment Facility must be approved and licensed by the Georgia Department of Community Health.

DUMP

A commercial operation of a parcel of land on which junk, waste material, inoperative vehicles, and/or other machinery are collected, stored, salvaged, or sold. This includes the terms junkyard and landfill.

DUMPSTER, RECYCLING, OR TRASH CONTAINER

A mobile bin designed to be brought and taken away, or lifted and emptied, by a special truck for the disposal of trash, refuse, garbage, and junk.

DWELLING

A building which is designed or used exclusively for residential purposes, including single-family, multifamily residential buildings, rooming and boarding houses, fraternities, sororities, dormitories, manufactured homes, but not including hotels and motels.

DWELLING - APARTMENT

A multifamily dwelling unit constructed in a group of twelve attached units or more, including single-level units located in a multistory building. Each unit is accessed internally, via a double-loaded corridor; a building design in which there are apartments or other individual units on both sides of a passage corridor connecting twelve or more attached units. This definition shall not include Dwelling Duplex, Dwelling Residential/Business, Dwelling Townhouse or Dwelling Villa.

DRAFT

DWELLING - ~~ATTACHED~~ ATTACHED

See Dwelling Apartment, Dwelling Duplex, Dwelling Unit Studio, Dwelling Residential/Business, Dwelling Townhouse or Dwelling Villa.

DWELLING - ~~DUPLEX~~ DUPLEX

A dwelling containing two and only two dwelling units. This definition shall not include Dwelling Apartment, Dwelling Residential/Business Dwelling Townhouse or Dwelling Villa).

DWELLING - ~~FOURPLEX~~ FOURPLEX

A residential building designed for four (4) or more families or housekeeping units, living independently of each other in separate dwelling units.

DWELLING - ~~LIVE-WORK~~ LIVE-WORK

A dwelling in which a significant portion of the space includes a ~~non~~non-residential use that is operated by the tenant. A dwelling or sleeping unit that includes an office that is less than 10 percent of the area of the dwelling unit shall not be classified as a live/work unit.

DWELLING - ~~MOBILE HOME~~ MOBILE HOME

A detached single-family dwelling unit having all of the following characteristics:

- A.** Designed for long term occupancy as opposed to transient location, containing sleeping accommodations, toilet facilities, with plumbing and electrical connections ~~provided;~~provided.
- B.** Designed to be transported after fabrication on its own wheels or flatbed or other trailer or on detachable wheels; and
- C.** Built to arrive at the site where it is to be occupied as a dwelling unit complete, including major appliances, and ready for occupancy except for minor and incidental unpacking and assembly operations, location on a permanent foundation, or integration into a prepared structure.

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DWELLING ~~-,~~ ONE-FAMILY

See “Dwelling Single-Family”.

DRAFT

DWELLING - RESIDENTIAL/BUSINESS

A type of attached dwelling in which a commercial business or office may be operated in the basement or first floor/story of the structure. Each unit is separated from any other unit by one or more vertical common fire-resistance-rated walls. The business need not be operated by the resident of the dwelling. This definition shall not include Dwelling Apartment, Dwelling Duplex, Dwelling Residential/Business, Dwelling Townhouse or Dwelling Villa.

DWELLING - SINGLE-FAMILY

A dwelling containing one and only one dwelling unit, other than a manufactured home.

DRAFT

DWELLING -> TOWNHOUSE

A multifamily dwelling unit constructed in a group of three attached units, but not more than eight attached units in which each unit extends from foundation to roof and with a yard or public way on at least two sides. Each unit is separated from any other unit by one or more vertical common fire-resistance-rated walls. A townhouse shall have at least two stories. This definition shall not include Dwelling Apartment, Dwelling Duplex, Dwelling Residential/Business or Dwelling Villa.

DWELLING -> TWO-FAMILY

See “Dwelling, Duplex”.

DWELLING UNIT

A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

DWELLING -> APARTMENT STUDIO

A dwelling unit consisting of not more than one habitable room together with kitchen or kitchenette and sanitary facilities (see Dwelling Attached).

DWELLING - VILLA

A multifamily one-family dwelling unit with at least three, but no more than four, attached units in which each unit has at least two exterior walls and each unit is separated from any other unit by one or more vertical common fire resistance-rated walls. Villas are exclusively single-story but may include a bonus room over a garage or covered porch. This definition shall not include Dwelling Apartment, Dwelling Duplex, Dwelling Residential/Business, Dwelling Townhouse or Dwelling Villa).

DRAFT

E

EASEMENT

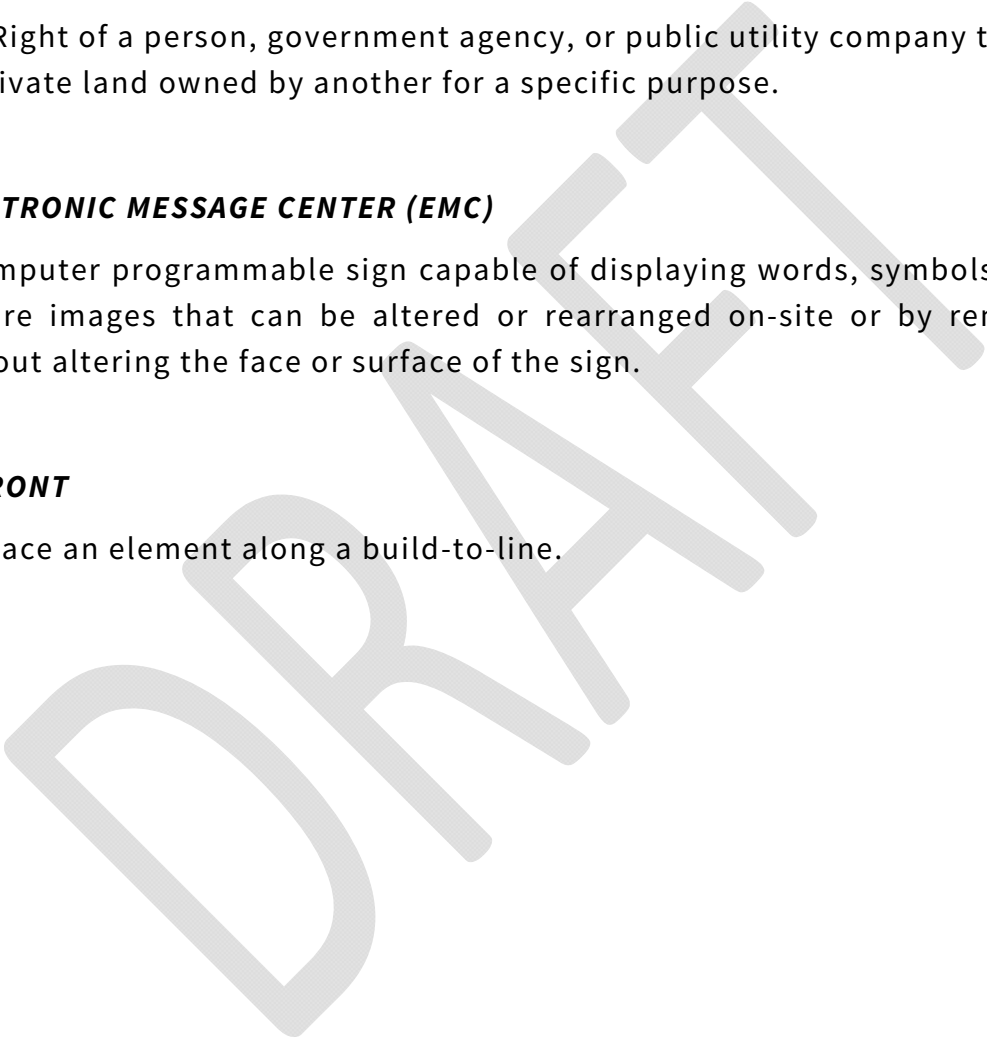
The Right of a person, government agency, or public utility company to use public or private land owned by another for a specific purpose.

ELECTRONIC MESSAGE CENTER (EMC)

A computer programmable sign capable of displaying words, symbols, figures, or picture images that can be altered or rearranged on-site or by remote means without altering the face or surface of the sign.

ENFRONT

To place an element along a build-to-line.



ESSENTIAL PUBLIC SERVICES AND UTILITIES

An agency that, under public franchise or ownership or governmental control, provides essential services such as electricity, natural gas, heat, steam, communications, transportation, water sewage collection or another similar service to the general public. This includes transmission lines, generation buildings, stations, substations, lay down, and maintenance yards.

ESTATE SALES - ESTATE SALE

The sale of personal property, which is open to the public and conducted from or on any property located on any residential lot by an individual, company, firm, corporation, or other entity for a profit and on behalf of another person or persons. The term "estate sale" shall not include yard sales, garage sales or carport sales which are conducted directly by individuals who own the goods or merchandise to be sold.

ESTATE SALES - PERSONAL PROPERTY

Any property which is owned, utilized, and maintained by an individual and acquired in the normal course of living in or maintaining a residence. Such term includes, but is not limited to, clothing, furniture, jewelry, artwork, household items, dishes, antiques, and other similar goods owned by the person or persons who reside or formerly resided in the residence where such estate sale is to take place.

EXPOSED NEON

~~Any display which utilizes bulbs or glass to directly illuminate without any form of colored translucent covering. Including but not limited to being placed directly on or in a sign structure or located on a building as accents. This definition shall include LED linear rope lights or similar devices intended to imitate Exposed Neon.~~

F

FACADE

The face or elevation of a building.

FALL-ZONE

~~A Fall Zone is defined as an area large enough and set back far enough from any buildings, structures, or property lines equal to 133% of the height of the entire structure in every direction.~~

FAMILY

One or more persons~~people~~ living together as a single housekeeping unit. No more than two unrelated persons shall reside in a single housekeeping unit. The term “family” does not include any organization or institutional group and is distinguished from “joint living,” defined below.

FAMILY DAY CARE HOMES

A private residence operated by any person who receives therein for pay for supervision and care fewer than twenty-four hours per day, without the transfer of legal custody, at least three but not more than six children under thirteen years of age, who are not related to such person and whose parents or guardians are not residents of the same private residence; provided however, that the total number of unrelated children cared for in such home for pay and not for pay may not exceed six children under thirteen years of age at one time. (Source: Georgia Department of Human Resources).

FAMILY PERSONAL CARE HOME:

See PERSONAL CARE HOME, FAMILY.

FEE SIMPLE

A form of property ownership in which the buildings and surrounding lands are owned with absolute title without limit to inheritance or heirs, and unrestricted as to transfer of ownership.

FENCE

A structural barrier for enclosure, screening or demarcation, presenting a solid face or having openings amongst or between its constituent members; also, a wall separate from or extending from a building.

FINANCIAL INSTITUTION

A state or federally chartered bank, savings association, credit union, or industrial land company located in a building, or portion of a building, which provides for the custody, loan, exchange, or issue of money, the extension of credit, or facilitating the transmission of funds, and which may include accessory drive-up customer service facilities on the same premises. This does not include small loan lenders, title loan companies, or check cashing facilities.

FINANCIAL INSTITUTION, SMALL

A company that specializes in consumer loans of any type, and that may accept as security an interest in personal property (e.g. a lien on an automobile, tax refunds, checks, notes, or any other chattel or intangible property). This definition shall exclude insured, full-service banking institutions and licensed credit unions. These shall include but are not limited to, Pawn Shop, Check Cashing Facility, Title Loan Facility, Small Loan Lender (see definitions).

FLAG

~~A cloth with colors and patterns, which does not meet any other sign definition under this Ordinance. A flag is not a banner.~~

FLAG LOT

A lot not meeting minimum frontage requirements and where access to the public road is by a narrow, private right-of-way or driveway.

FLOOD PLAIN

That area within the intermediate regional flood contour elevations subject to periodic flooding as designated by the Department of Housing and Urban Development.

DRAFT

FLOODLIGHTS

Fixtures that project light in a broad, directed beam, typically of two lamp types:

Simple lamps where the supporting optic elements are part of the fixture casement, having wide beam angles up to 110 degrees; or

Sealed-beam lamps with internal parabolic reflectors, having narrower beam-spread angles of 25 to 55 degrees.

DRAFT

FLUORESCENT LIGHTING

A lamp that produces visible light by fluorescence, especially a glass tube whose inner wall is coated with a material that fluoresces when an electrical current causes a vapor within the tube to discharge electrons.

FOOD TRUCK PARK

An area where two or more licensed, motorized vehicles which prepare and sell food on a lot privately or publicly owned to the general public.

FOOT-CANDLE

Measure of illumination equivalent to one lumen produced uniformly on a surface of one square foot, as measured by a light meter.

FOURPLEX:

See DWELLING, FOURPLEX.

FREE-STANDING AUTOMATED TELLER MACHINE (ATM)

An automated device which performs banking and financial functions at a freestanding location which is remote from the controlling financial institution.

~~**FREESTANDING SIGN**~~

~~A permanent sign supported by any structure or support placed in or anchored in the ground and not attached to any building or structure. All freestanding signs must meet the requirements of a ground sign or a double post sign unless specifically approved through the granting of a variance.~~

FRONT YARD

See YARD, FRONT.

FULL-CUTOFF LIGHT FIXTURE

~~Class~~The class of lighting fixture defined by the Illuminating Engineering Society of North America (IESNA) according to technical photometric criteria. Included among those design criteria is a pattern of light distribution which does not permit any light to project at or above the horizontal plane from the lowest light-emitting point of the lighting fixture either dispersed directly from the lamp source or an integrated diffusing element, or indirectly from an integrated reflector surface, refractive lens, or refractive globe. These fixtures are also often referred to as "horizontally cutoff fixtures".

FUNERAL HOME

An establishment primarily engaged in the provision of services involving the care, preparation, or disposition of human dead. Typical uses include funeral parlors, crematories, ~~mortuaries~~mortuaries, or columbaria.



G

GARAGE

A permanent enclosed area primarily for parking or storing motor vehicles.

GARAGE, RUMMAGE, YARD, AND SIMILAR SALES

The sale of personal property, which is open to the public and conducted from or on any property located on any residential lot by an individual company, firm, corporation, or other entity for a profit and on behalf of another person or persons. The term "garage, rummage, yard, and similar sales" shall not include estate sales which are conducted directly by individuals who own the goods or merchandise to be sold.

GARAGE, RUMMAGE, YARD, AND SIMILAR SALES - PERSONAL PROPERTY

Any property which is owned, utilized, and maintained by an individual and acquired in the normal course of living in or maintaining a residence. Such term includes, but is not limited to, clothing, furniture, jewelry, artwork, household items, dishes, antiques, and other similar goods owned by the person or persons who reside or formerly resided in the residence where such garage, rummage, yard, and similar sales is to take place.

GOVERNMENT OFFICE BUILDING

Administrative, clerical, or public contact offices of a government agency.

GREEN

–A type of public space

GROSS FLOOR AREA

The total floor area ~~included~~ is included within surrounding exterior walls of a building. Areas of a building not provided with surrounding walls shall be included

in the building area if such areas are included within the horizontal projection of the roof or floor above.

DRAFT

GROUP HOME

A state-licensed Child Care Institution (for six or more children) or Child Care Institution for Medically Fragile Children (up to 12 children) either residential or institutional in character that provides full-time group home care for children through 18 years of age outside their own homes. (Source: Georgia Department of Human Resources)

GROUND COVERAGE

The area of a zoning lot occupied by all buildings expressed as a percentage of the gross area of the zoning lot.

~~**GROUND SIGN**~~

~~A permanent, freestanding sign with a solid supporting base. This definition shall not include a Subdivision Sign.~~

GROUND TRANSPORTATION

The transportation of passengers, baggage, cargo, goods, products, or other items for a fee.

GROUP LIVING

A dwelling including shared living quarters such as rooming houses, dormitories, sororities, fraternities, and patient family homes.

GROWLER

Any glass, plastic, or other types of ~~container~~containers, not less than 12 ounces or more than 64 ounces, used to hold specialty malt beverages such as beer and hard cider, which are dispensed from a tap and sealed airtight before being sold to the customer for off-premises consumption.

GROWLER RETAILER

A person or entity that holds a current retail package (malt beverage) license from the city for the sale of malt beverages pursuant to the laws of the State of Georgia and a valid current alcohol license from the state and sells specialty malt beverages in growlers. A growler retailer does not include any retailer that sells distilled spirits or that holds a consumption license from the city.

DRAFT

H

HABITABLE SPACE

Covered building floor area utilized for any principal permitted use except parking, storage, digital industry switchboards, power generators, and other relay equipment.

HANDWRITING ANALYSTS AND FORTUNE TELLERS - FORTUNE TELLING

The prediction of the future for a fee, gift, or donation.

HANDWRITING ANALYSTS AND FORTUNE TELLERS - HANDWRITING ANALYSIS

The interpretation of human experience based upon an examination of handwriting or other inscription done by hand for fee, gift, or donation.

HARD SURFACE

A surface made of solid, impermeable material that significantly impedes or prevents the natural infiltration of water into soil such as asphalt, concrete, or traditional pavers.

HELIPORT OR HELICOPTER LANDING PAD

A facility or landing place for helicopters.

HOME OCCUPATION

Any use conducted entirely within a dwelling and carried on by the occupants thereof, which is clearly incidental and secondary to the use of the dwelling for residential purposes and operated in accordance with applicable provisions. Distinguished from Office.

HOSPITAL

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An institution providing health services primarily for in-patient medical or surgical care of the sick or injured and including related facilities such as laboratories, out-patient facilities, training facilities, central service facilities, and staff offices which are an integral part of the facility.

DRAFT

HOTEL OR MOTEL

A facility offering transient lodging accommodations to the general public which may provide additional, accessory services such as restaurants, bars, meeting rooms, entertainment, and recreation facilities.



IESNA

Abbreviation for Illuminating Engineering Society of North America, a professional society of individuals, academics, and businesses engaged in the lighting industry.

~~**ILLUMINATED SIGN**~~

~~A sign illuminated in any manner by an artificial light source.~~

INDEPENDENT LIVING FACILITY

See RETIREMENT COMMUNITY (INDEPENDENT LIVING).

INDUSTRIAL EQUIPMENT SALES, RENTAL AND LEASE

A building, lot, or portion of a lot used or intended to be used for the display, sale, rent, or lease of new or used truck and industrial equipment, in operable condition and where repair service is accessory to the sale, rental, or lease. This includes semi-tractors, trailers, and construction equipment. This excludes body work.

~~**INFLATABLE SIGN (ANIMATED)**~~

~~Any sign inflated or supported by winds, air, or pneumatic noncombustible pressure which moves or is caused to move in any way to thereby distract or draw attention.~~

~~**INFLATABLE SIGN (STATIC)**~~

~~Any sign inflated or supported by winds, air, or pneumatic noncombustible pressure which is securely anchored to the ground and does not move.~~

INDOOR CLIMATE CONTROLLED STORAGE FACILITY

A storage facility where all storage units are climate controlled.

INDUSTRIALIZED HOME

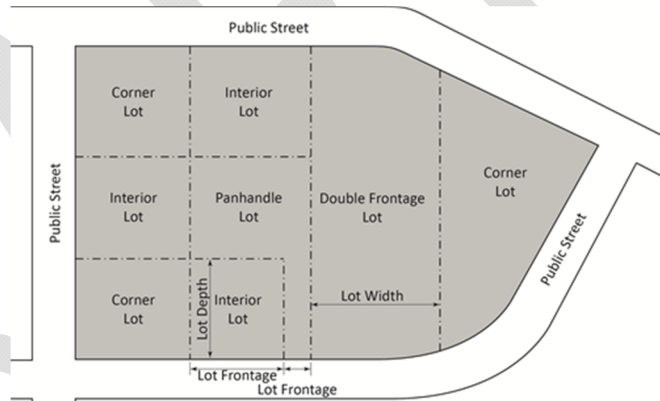
An industrialized home or modular home is a factory-fabricated transportable building consisting of units designed to be incorporated at a building site on a permanent foundation into a structure to be used for residential purposes.

INTERIOR LOT

See LOT, INTERIOR.

INTERMEDIATE CARE FACILITY

See NURSING HOME.



J

JUNK

Old, dilapidated, scrap, or abandoned materials that shall include, but are not limited to, metal, paper, building material and equipment, bottles, glass, appliances, rags, rubber, motor vehicles, and parts thereof.

JUNK VEHICLE

Any vehicle, automobile, truck, van, trailer of any kind or type, or contrivance or part thereof which is wrecked, dismantled, partially dismantled, stripped, partially stripped, inoperative, abandoned, discarded, or kept parked, ~~stored~~stored, or maintained on any premises or public right-of-way without a current license plate and/or decal displayed on the vehicle.

JUNK OR SALVAGE YARD

A place where waste, discarded or salvaged metals, building materials, paper, textiles, used plumbing fixtures, used cars or trucks in inoperable condition, are bought, sold, exchanged, stored, baled, or cleaned.

K

KENNEL

An establishment for the breeding or boarding of dogs or cats. Any property where there are four (4) or more dogs or cats over the age of three (3) months ~~kept,~~ ~~maintained~~maintained, or housed shall be deemed to constitute a kennel, regardless of whether such dogs are kept for business or profit purposes.

DRAFT

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DRAFT

L

LABORATORY, RESEARCH OR TESTING ESTABLISHMENT

A facility primarily conducting medical, pharmaceutical, optical, orthotic, prosthetic, or dental laboratory services, photographic, analytical, or testing services or a facility engaged in the research, development, and controlled production of high technology electronics, industrial, or scientific products or commodities.

LAMP

Component, tube, or bulb of a lighting fixture that produces the light. Multiple lamps within a single fixture are lumen-rated cumulatively as if a single lamp.

LAND DISTURBANCE

Any activity that ~~comprise~~comprises, ~~facilitate~~facilitate, or result in land disturbance, and which may result in soil erosion from water or wind and the movement of sediments into state waters or onto lands within the state, including, but not limited to, clearing, clearing and grubbing, dredging, grading, excavating, transporting, and filling of land but not including agricultural practices. Each clearing, ~~clearing~~clearing, and grubbing, grading, or development permit shall include the required erosion and sediment control measures and practices.

LANDSCAPE STRIP

Land area located within the boundary of a lot and required to be set aside and used for landscaping upon which only limited encroachments are authorized.

LANDFILL

See DUMP.

LIGHT FIXTURE

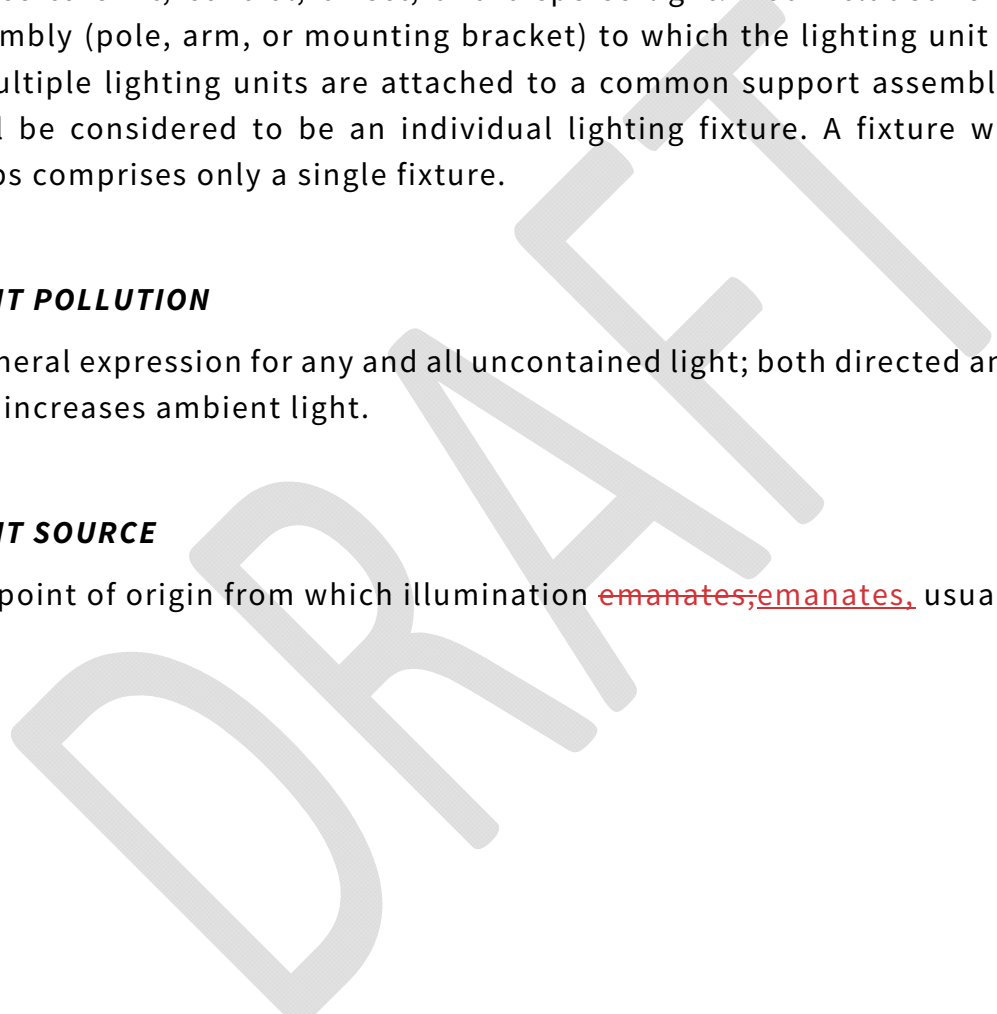
Complete lighting assembly consisting of a lamp or lamps, together with the parts designed to power, position, house, and protect the lamp; and other parts (such as a lens, reflector, or globe) which function together with the lamp as a light source to emit, control, direct, and disperse light. Not included is the support assembly (pole, arm, or mounting bracket) to which the lighting unit is attached. If multiple lighting units are attached to a common support assembly, each unit shall be considered to be an individual lighting fixture. A fixture with multiple lamps comprises only a single fixture.

LIGHT POLLUTION

A general expression for any and all uncontained light; both directed and reflected, that increases ambient light.

LIGHT SOURCE

The point of origin from which illumination ~~emanates;~~emanates. usually a lamp.



LIGHT TRESPASS

Intrusion of direct light projected from one property or roadway onto another property or roadway.

LIMITED USE

Principal permitted uses subject to additional restrictions that are identified in this Zoning Ordinance.

LOADING SPACE, OFF-STREET

Space logically and conveniently located for bulk pickups and deliveries.

LOT

A zoning lot unless the context shall clearly indicate a contrary definition.

~~LOT FRONTAGE~~

~~The portion of a lot adjacent to a street.~~

LOT ~~-~~ CORNER

A lot situated at the intersection of two (2) streets or bounded on two or more adjacent sides by street right-of-way lines.

LOT ~~-~~ DOUBLE FRONTAGE

A lot, other than a corner lot, which fronts on two streets that are parallel to each other. Also known as a “through lot”.

LOT - INTERIOR

A lot other than a corner lot.

LOT - LOT DEPTH

Considered to be the distance between midpoints of straight lines connecting the foremost points of the side lot lines in front and the rearmost points of the side lot lines in the rear.

LOT - LOT FRONTAGE

The portion of a lot adjacent to a street.

LOT - LOT LINE

A boundary of a lot. Lot line is synonymous with property line.

LOT - LOT OF RECORD

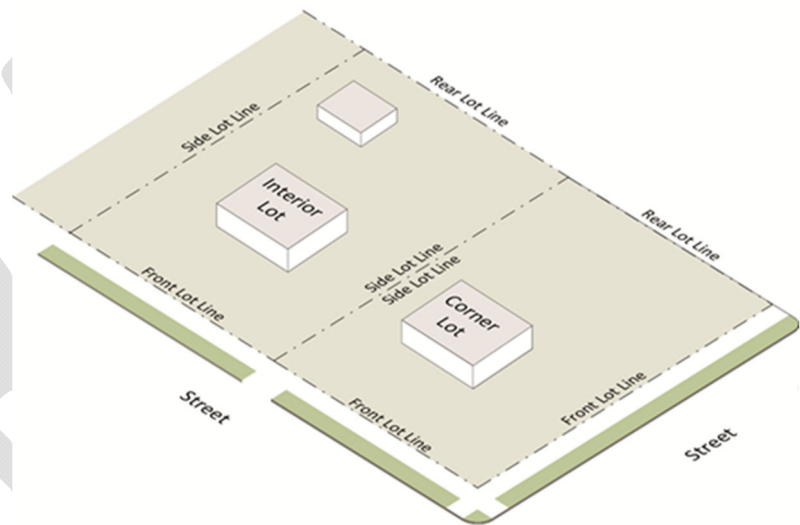
Land designated as a separate and distinct parcel in a subdivision, the plat of which has been recorded in the office of the Clerk of the Superior Court of Gwinnett County, or a parcel of land, the deed to which was recorded in said office prior to the adoption of this Ordinance.

LOT - LOT WIDTH

The distance between side lot lines measured at the rear of the required front yard line on a line parallel with a line tangent to the street right-of-way line.

LOT - PANHANDLE

A lot that is setback from the street and is only accessible via a long, narrow drive. Also known as a “flag lot”.



LOT LINE

A boundary of a lot. Lot line is synonymous with property line.

LOT DEPTH

Considered to be the distance between midpoints of straight lines connecting the foremost points of the side lot lines in front and the rearmost points of the side lot lines in the rear.

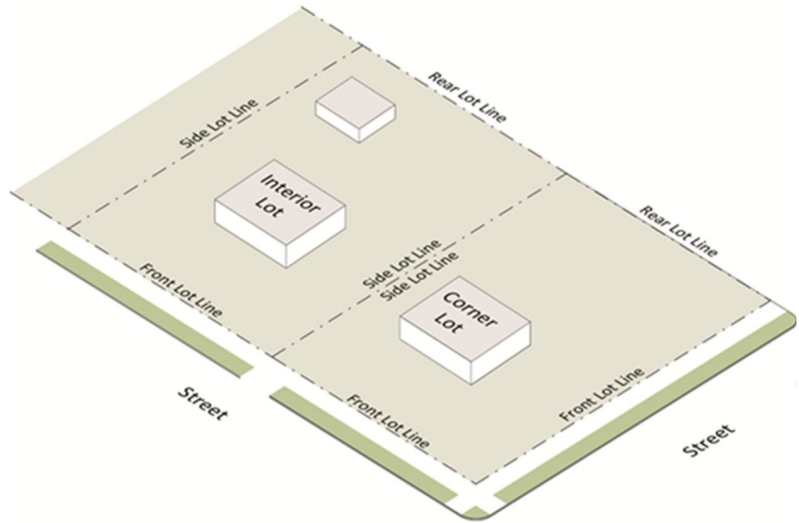
LOT WIDTH

The distance between side lot lines measured at the rear of the required front yard line on a line parallel with a line tangent to the street right of way line.

DRAFT

LOT OF RECORD

~~Land designated as a separate and distinct parcel in a subdivision, the plat of which has been recorded in the office of the Clerk of the Superior Court of Gwinnett County, or a parcel of land, the deed to which was recorded in said office prior to the adoption of this Ordinance.~~



LUMEN

Unit of illumination measuring the rate at which a lamp emits light where one lumen per square foot is one foot-candle.

M

MAINTENANCE

The act of keeping property, ~~structures~~structures, or vegetation in a proper condition so as to prevent their decline, ~~failure~~failure, or uncontrolled growth.

MANUFACTURED HOME

A structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used as a dwelling unit with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems connected therein. The term "manufactured home" includes the term "mobile home".

MANUFACTURED HOME LOT

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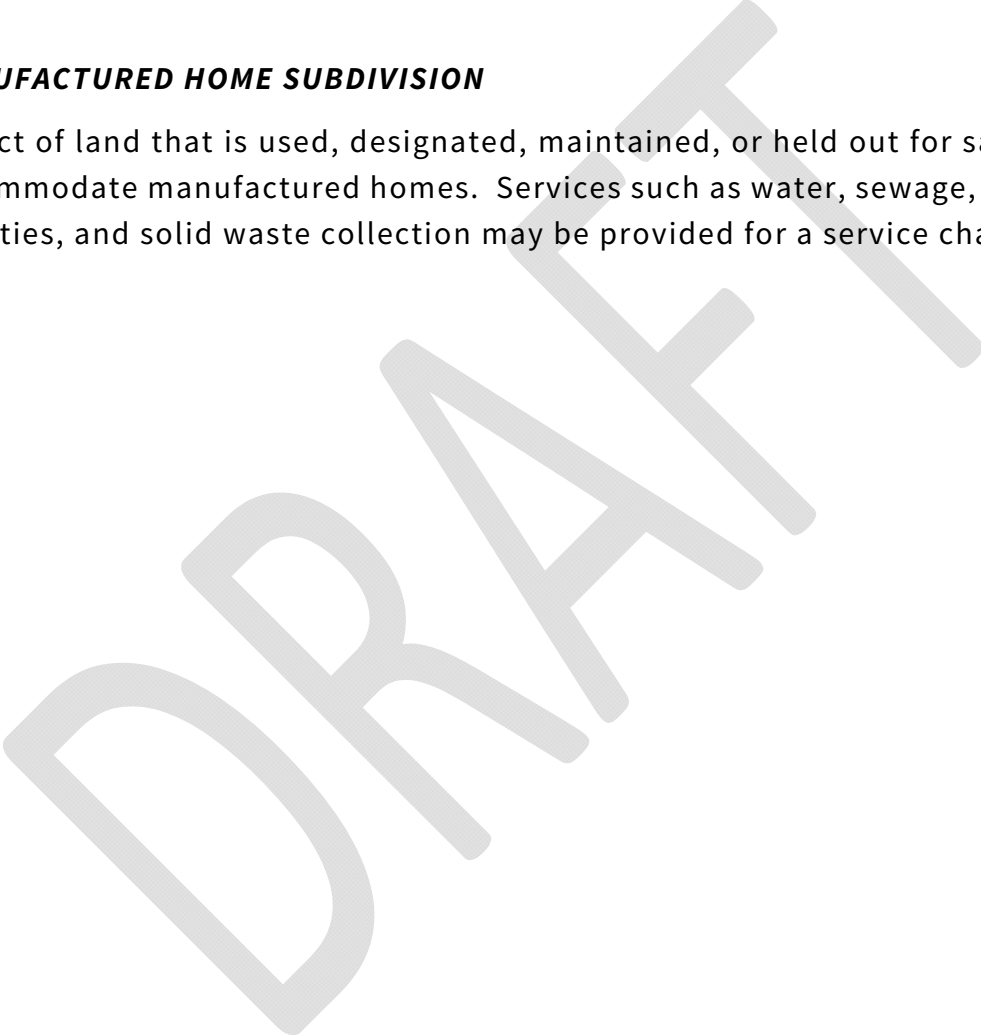
A parcel of land for the exclusive use of the occupants of a single manufactured home.

MANUFACTURED HOME PARK

A manufactured home park is a parcel of land that has been planned and improved for the placement of manufactured homes for non-transient use.

MANUFACTURED HOME SUBDIVISION

A tract of land that is used, designated, maintained, or held out for sale of lots to accommodate manufactured homes. Services such as water, sewage, recreational facilities, and solid waste collection may be provided for a service charge.



MANUFACTURING - ARTISAN

A business primarily engaged in the limited on-site production of goods, by-hand manufacturing, which involves the use of hand tools and ~~small scales~~small-scale equipment.

MANUFACTURING - GENERAL

A facility engaged in the production of products, from extracted or raw materials, or recycled or secondary materials, or bulk storage and handling of such products and materials. This classification includes food, beverage, and tobacco product manufacturing; textiles, apparel, leather, and allied products; wood products, paper, chemicals, plastics, rubber, nonmetallic mineral products, fabricated metal products, and transportation equipment.

MANUFACTURING - HIGH INTENSITY

A business engaged in the production of acetylene, cement, lime, gypsum or plaster-of-Paris, chlorine, corrosive acid or fertilizer, insecticides, disinfectants, poisons, explosives, paint, lacquer, varnish, petroleum products, coal products, plastic and synthetic resins, and radioactive materials. This group also includes smelting, animal slaughtering, and oil refining.

MARQUEE SIGN

Any sign attached to, in any manner, or otherwise made a part of any permanent roof-like structure which projects beyond a building or extends along and projects beyond the wall of the building, generally designed and constructed to provide protection from the weather.

MASSAGE THERAPY BUSINESSES - ACT

The Georgia Massage Therapy Practice Act, enacted by and defined in O.C.G.A. § 43-24A-1 et seq. as amended.

MASSAGE THERAPY BUSINESSES - BOARD

The Georgia Board of Massage Therapy, enacted by the provisions of O.C.G.A. § 43-24A-4.

MASSAGE THERAPY BUSINESSES - FOR HIRE

A reasonable expectation that the person to whom the massage is provided, or some third person on his or her behalf, will pay money, give other consideration, or provide any gratuity, therefore.

MASSAGE THERAPY BUSINESSES - LICENSED MASSAGE THERAPIST

A person who holds a valid, current, unrevoked, and unsuspended State license in the practice of massage therapy issued by the Board pursuant to the Act.

DRAFT

MASSAGE THERAPY BUSINESSES - MASSAGE THERAPY

The application of a system of structured touch, pressure, movement, and holding to the soft tissue of the body in which the primary intent is to enhance or restore health and well-being. The term "massage therapy" includes complementary methods, including, without limitation, the external application of water, superficial heat, superficial cold, lubricants, salt scrubs, or other topical preparations and the use of commercially available electromechanical devices which do not require the use of transcutaneous electrodes and which mimic or enhance the actions possible by the hands. The term "massage therapy" also includes determining whether massage therapy is appropriate or contraindicated, or whether referral to another health care provider is appropriate. The term "massage therapy" does not include the use of ultrasound, fluidotherapy, laser, and other methods of deep thermal modalities (O.C.G.A. § 43-24A-3).

MASSAGE THERAPY BUSINESSES - MASSAGE THERAPY BUSINESS

A business with a location in the City at which any person engages in or offers massage therapy, regardless of the name of the business or the words used to describe the business through signage or advertisement or in filings with the Secretary of State. Massage therapy businesses are subject to regulation by a local government, pursuant to O.C.G.A. §§ 43-24A-22(a) and 48-13-9(b)(17), as amended.

MASSAGE THERAPY BUSINESSES - MASSAGE THERAPIST, MASSEUSE, MASSEUR, MASSAGE PRACTITIONER, OR PERSON PRACTICING MASSAGE

A person who performs or engages in the practice of massage.

MASSAGE THERAPY BUSINESSES - PROVISIONAL PERMIT

A permit issued pursuant to Chapter 24A of Title 43 of the O.C.G.A. allowing the holder to practice massage therapy in this state.

MASSAGE THERAPY BUSINESSES - SEXUAL OR GENITAL AREA

The genitals, pubic area, anus, perineum of any person, or the vulva or breast of a female.

MASSAGE THERAPY BUSINESSES - STATE LICENSE

A license to practice massage therapy issued by the Board, pursuant to the Act.

MEDICAL OR DENTAL OFFICE OR CLINIC

A facility other than a hospital where medical, mental health, surgical, and other personal health ~~services,~~services are provided on an outpatient basis. Examples of these uses ~~include:~~include offices for physicians, dentists, chiropractors, or other health care professionals; outpatient care facilities; urgent care facilities; and other allied health services.

MOBILE HOME

See, DWELLING, MOBILE HOME.

DRAFT

MODULAR HOME

See INDUSTRIALIZED HOME.

MOTOR VEHICLE SIGN

DRAFT

~~A sign mounted, placed, written, or painted on a vehicle or trailer whether motor-driven or not.~~

~~**MOVABLE PANEL SIGN**~~

~~Any sign which utilizes movable discs, panels, or other similar methods which allows the message change to be actuated by control rather than manually changing the message.~~

N

NON-CONFORMING USE

A use which lawfully occupies a building or land at the time this Ordinance or an amendment thereto becomes effective but does not meet the requirements of this Ordinance or any amendment thereto.

NON-CONFORMING BUILDING

A building or structure or portion thereof, lawfully existing at the time this Ordinance or an amendment thereto becomes effective, which does not meet the bulk, height, yard, parking, loading, or other requirements of this Ordinance or any amendment thereto.

NON-CONSTANT LIGHTING

Light fixtures meant not to operate continuously, and operated only briefly, irregularly, intermittently, or occasionally by a switching device. Fixture activation by a motion sensor may provide non-constant lighting.

NURSING HOME

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A State licensed facility which admits patients on medical referral only and for whom arrangements have been made for continuous medical supervision; it maintains the services and facilities for skilled nursing care, rehabilitative nursing care, and has a satisfactory agreement with a physician and dentist who will be available for any medical and/or dental emergency and who will be responsible for the general medical and dental supervision of the home; and otherwise complies with the rules and regulations of the Georgia Department of Human Resources. (Source: Georgia Department of Human Resources)

0

OCCUPANCY

The purpose for which a building is utilized or occupied.

OFFICE

A building or portion of a building wherein service is performed involving predominately administrative, professional, or clerical operations. Distinguished from Home-Based Occupation.

~~**OIL, GAS, AND CHEMICAL STORAGE, BULK**~~

~~A tank farm or other similar outdoor facility for the storage of oil, gas, chemicals, and related bulk products.~~

DRAFT

OFF-STREET PARKING

All parking ~~acomodations~~accommodations that are not located on the street, including parking decks, driveways, parking garages, and/or parking lots that allow cars to park on or near the place of use.

OIL, GAS, AND CHEMICAL STORAGE, BULK

A tank farm or other similar outdoor facility for the storage of oil, gas, chemicals, and related bulk products.

ON-STREET PARKING

Spaces on the street that are officially designated for parking by street paint, signage, parking meters, or a combination of the three.

OUTBUILDING

An ancillary building or structure located towards the rear of the same lot as a principal structure.

OUTDOOR DISPLAY AND SALES OF MERCHANDISE

The placement of goods, materials, merchandise, or equipment for sale, rental, or lease in a location not enclosed by a structure consisting of walls and roof. "Outdoor display" shall not mean yard sales or vehicle sales lots.

OUTDOOR LIGHTING

Illumination of an exterior area. Included are open-air spaces which are under a roof or other cover and not fully enclosed, such as a canopy, pavilion, drive-through bay, or parking deck.

OUTDOOR STORAGE

The storage, outside of a fully enclosed lawful structure, of vehicles, items, equipment, materials, supplies, merchandise, vending machines, or similar items.

DRAFT

P

PARCEL

A designated lot, tract, or area of land established by plat, subdivision, or as otherwise permitted by law, to be separately owned, used, developed, or built upon.

PARK

A publicly accessible open space that provides recreation and gathering places.

PARKING GARAGE

A structure or portion thereof, other than a private or storage garage, designed or used for the storage of motor-driven vehicles for a fee.

PARKING LOT

A parcel of land containing one or more unenclosed parking spaces whose use is principal to the lot.

PARKING SPACE, OFF-STREET

An off-street space for the temporary storage of a motor vehicle with room for opening doors on both sides, together with ~~properly related~~properly related access to a public street or alley and maneuvering spaces.

PAWNBROKERS AND SECONDHAND DEALERS - EMPLOYEE

Shall mean and include any of the following:

- A. Any owner or pawnbroker who, in the performance of his duties or the management of the business affairs of a pawnshop, comes into contact with members of the public.

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B. Any person working for an owner or pawnbroker; or

C. Any person who is employed on a part-time or full-time basis, either with or without remuneration, by a pawnshop.

PAWNBROKERS AND SECONDHAND DEALERS - PAWN OR PLEDGE

A bailment of personal property as security for any debt or engagement, redeemable upon certain terms and with the power of sale on default.

DRAFT

PAWNBROKERS AND SECONDHAND DEALERS - PAWNBROKER

Any person, whether an owner or not, who works in a pawnshop on a regular basis and in a managerial capacity whereby he has charge of the business or daily operations of the pawnshop, and whose business or occupation it is to take or receive, by way of pledge, pawn, or exchange, any goods, wares, or merchandise, or any kind of personal property whatever, as security for the repayment of money lent thereon.

PAWNBROKERS AND SECONDHAND DEALERS - PAWN SHOP

Any business wherein a substantial part thereof is to take or receive, by way of pledge, pawn, consignment or exchange, any goods, wares, merchandise, or any kind of personal property whatever, as security for the repayment of money lent thereon. PAWN SHOP

~~An establishment engaged in the buying or selling of new or secondhand merchandise and offering loans secured by personal property.~~

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 service, and one or more personal services for two or more adults who are not related to the owner or administrator by blood or marriage. (Source: Georgia Department of Human Resources). The term Personal Care Home shall also encompass the term Assisted Living Facility.

PERSONAL CARE HOME - , FAMILY

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 service, and one or more personal services for up to eight adults who are not related to the owner or administrator by blood or marriage. (Source: Georgia Department of Human Resources)

PERMEABLE SURFACE

A surface made of material such as gravel, permeable pavers, turf, planting bed, or mulched beds that allows storm water to infiltrate into the ground.

PLANNING AND DEVELOPMENT DIRECTOR

The person responsible for the administration and enforcement of this Zoning Ordinance. This includes the Director’s designee unless otherwise specified herein.

DRAFT

PLAT

A map indicating the subdivision, ~~resubdivision~~resubdivision, or recombination of land.

PLAZA

A publicly accessible open space that is available for civic and commercial ~~activities, but~~activities but may have access limited for the ~~purposes~~purpose of providing outdoor dining areas.

DRAFT

PORTABLE STORAGE CONTAINER

Any secure portable container used for the temporary storage of personal or commercial goods that is filled on site and transferred to an off-site facility for storage.

PRECIOUS METALS DEALERS

Any person, partnership, sole proprietorship, corporation, association, or other entity engaged in the business of purchasing, bartering, or acquiring in trade any precious metals from persons or sources, other than from manufacturers or licensed dealers in precious metals, for re-sale in its original form or as changed by melting, reforming, remolding, or for re-sale as scrap or in bulk.

PRECIOUS METALS DEALERS - NONPERMANENT LOCATION

Any location used to conduct business in a temporary location or for a limited time. The term "nonpermanent location" includes, but is not limited to, moveable vehicles, temporary or moveable structures, tents, awnings, hotels, or motels and the like.

PRECIOUS METALS DEALERS - PERMANENT LOCATION

A business domiciled within a properly constructed building located within an area zoned for such business.

PRECIOUS METALS DEALERS - PRECIOUS METALS

Any metals, including, but not limited to, in whole or in part, silver, gold and platinum.

PREMISES

A designed parcel, tract, lot, or area of land, together with improvements located thereon, if any, established by plat, subdivision, or as otherwise permitted by law, to be used, ~~developed~~developed, or built upon as a unit.

PRIMARY ROADWAY

The public right-of-way, which is identified as the address of the premises.

PRINCIPAL PERMITTED USE

The primary use of a lot which is among the uses allowed as a matter of right under the zoning classifications.

PUBLIC SAFETY FACILITY

A facility for public safety and services, including police and fire protection, jail, reformatory and related training facilities.

PUBLIC SPACES

Exterior and interior spaces appropriately improved for pedestrian amenity or for aesthetic appeal and not including areas used for vehicles, except for incidental service, maintenance, or emergency actions only.

PUBLIC WORKS AND MAINTENANCE FACILITY

A government-owned facility providing maintenance and repair services for government vehicles and equipment and areas for storage of equipment and supplies. This classification includes government-owned construction yards, equipment service centers, and similar facilities.



Q

QUARRYING AND MINERAL EXTRACTION

The removal of minerals, aggregates, sand, limestone, gravel, stone, clay overburden, topsoil, and the like from the ground for storage, ~~processing~~processing, and sales.

R

RAILROAD TRAIN YARD, SPUR, SIDING, RIGHT-OF-WAY

Land used for classification yards, switch tracks, team tracks, storage tracks, through tracks, and areas for the transfer and storage of freight, locomotives, and railcars.

REAR YARD

See YARD, REAR.

RECREATION FACILITY - PRIVATE

A place, indoor or outdoor, designed and equipped for the conduct of sports, leisure time activities, and other customary and usual recreational activities. Private recreational facilities are operated by a non-profit organization and open only to bona_fide members and guests of such non-profit organization.

RECREATION FACILITY - PUBLIC

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A place, indoor or outdoor, designed and equipped for the conduct of sports, leisure time activities, and other customary and usual recreational activities. Public recreational facilities are operated by a governmental unit and are open to the public for free or through a membership fee.

RECREATIONAL VEHICLE

A vehicle which is:

A. ~~A.~~ Built on a single ~~chassis;~~chassis.

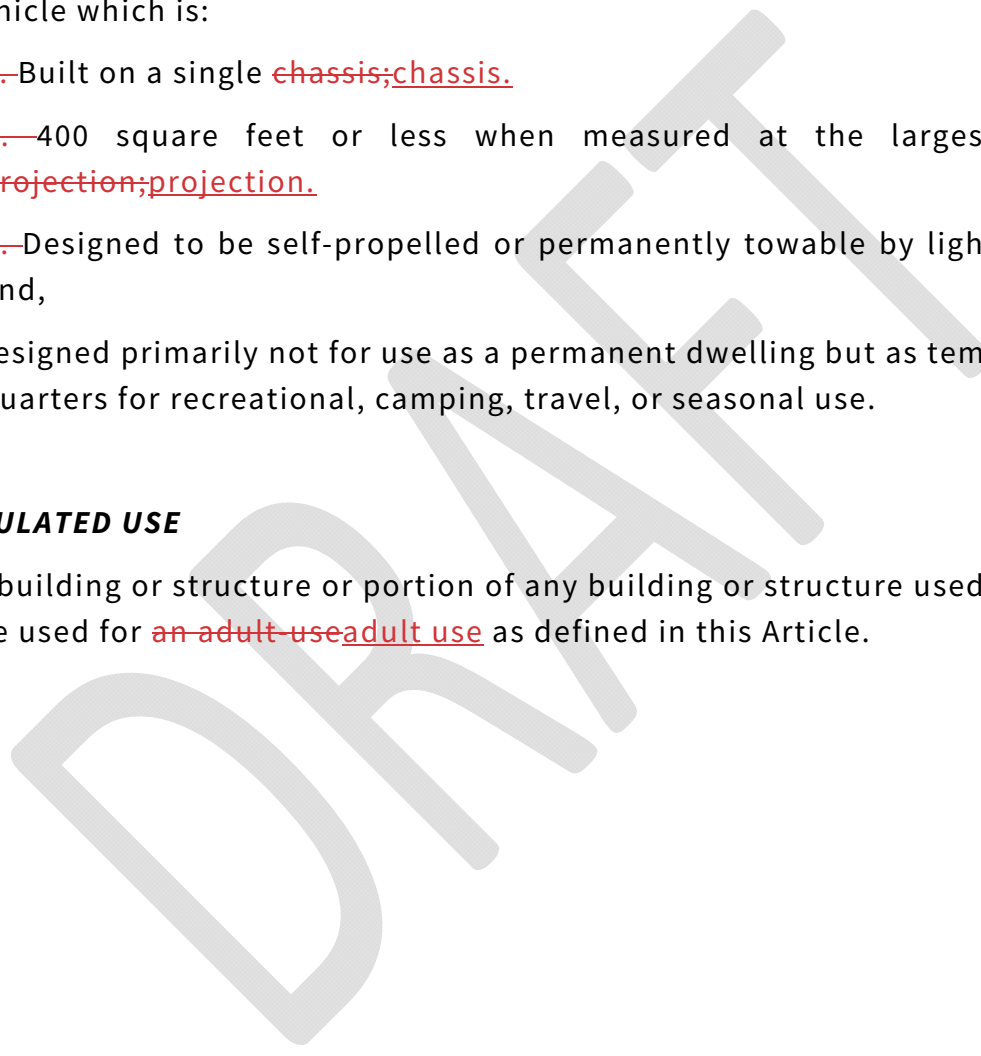
B. ~~B.~~ 400 square feet or less when measured at the largest horizontal ~~projection;~~projection.

C. ~~C.~~ Designed to be self-propelled or permanently towable by light-duty truck; and,

D. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REGULATED USE

Any building or structure or portion of any building or structure used or proposed to be used for ~~an adult use~~adult use as defined in this Article.



DRAFT

RELIGIOUS PLACE OF WORSHIP

A permanently located church, cathedral, synagogue, temple, mosque, or other place dedicated to religious worship. As part of its functions, it may include the following incidental and subordinate uses subject to applicable federal, state, and local regulations: offices, residences for clergy, religious instruction, schools, daycare centers, shelters, and community and recreational activities.

RESTAURANT

An establishment that serves food prepared on-site and beverages primarily for consumption on- or off-~~premise~~premises.

RESOLUTION

Means by which a local legislature or other board expresses its policy or position on a subject.

RETAIL SALES AND SERVICE

A business engaged in sales of goods or the provision of services directly to consumers. This classification includes the retail sale or rental of merchandise not specifically listed under another use classification.

RETIREMENT COMMUNITY ~~-(CONTINUING CARE)~~

A managed residential facility for elderly adults that allows residents to age in one community, with on-site access to healthcare services and a transition to greater levels of care over time. These facilities provide distinct levels of care: independent living in which residents live on their own and have access to a wide array of amenities; assisted living, which provides help with daily tasks such as bathing and dressing; and 24-hour nursing home-style care. As the resident’s health needs increase, they transition from one level to the next, all within the same community.

RETIREMENT COMMUNITY ~~-(INDEPENDENT LIVING)~~

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A managed housing complex designed for older adults who are generally able to live independently and care for themselves. Limited or no personal or healthcare services are offered; however, activities and socialization opportunities may be provided.

DRAFT

ROAD FRONTAGE

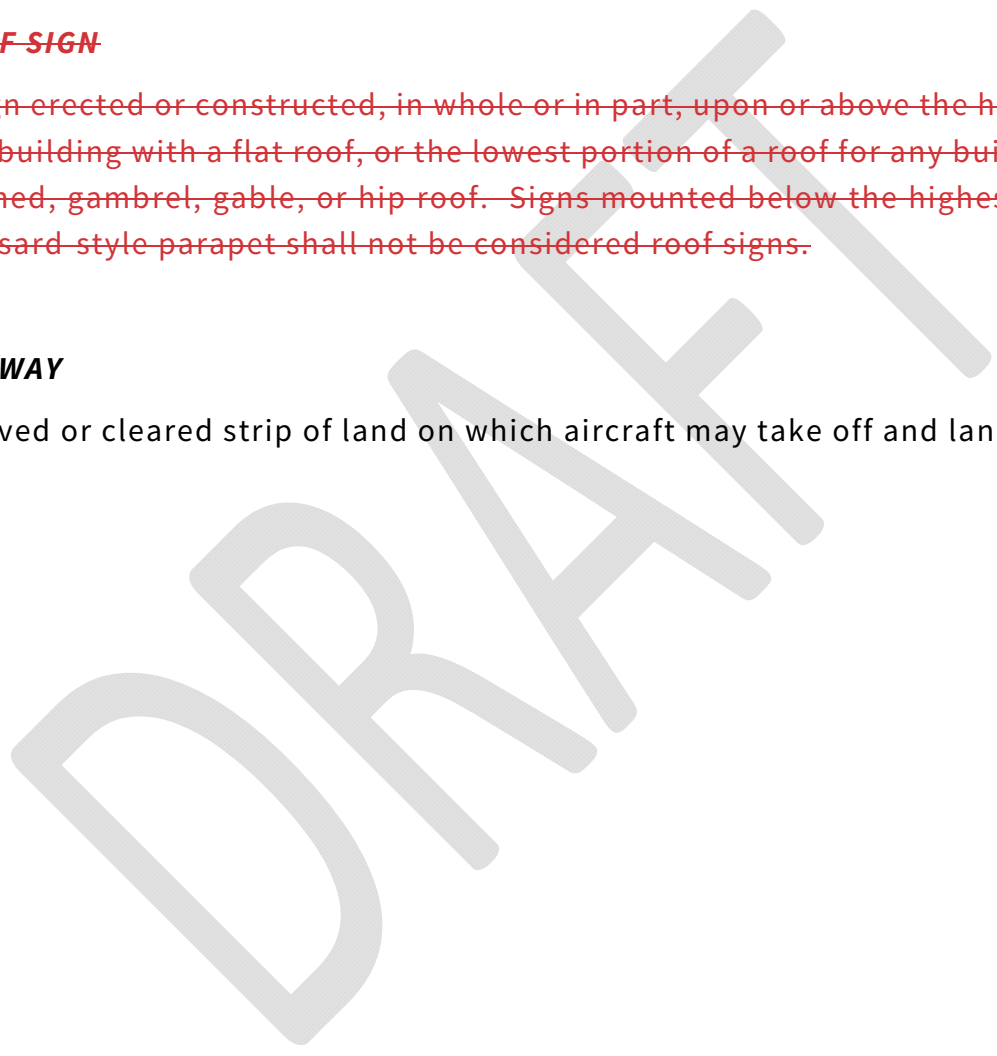
The distance, measured in a straight line, from the two furthest property corners located on the same public right-of-way, excluding parcels.

~~**ROOF SIGN**~~

~~A sign erected or constructed, in whole or in part, upon or above the highest point of a building with a flat roof, or the lowest portion of a roof for any building with a pitched, gambrel, gable, or hip roof. Signs mounted below the highest point of a mansard style parapet shall not be considered roof signs.~~

RUNWAY

A paved or cleared strip of land on which aircraft may take off and land.



S

SCHOOL, COLLEGE, UNIVERSITY, VOCATIONAL AND TECHNICAL

An institution of higher education providing curricula of a general, religious, or professional nature, typically granting recognized degrees, licensure, or certifications. This classification also includes business and computer schools; management training; technical, vocational, and trade schools; but excludes personal instructional services.

SCHOOL, ELEMENTARY AND SECONDARY

An institution having regular sessions with regularly employed instructors teaching subjects which are fundamental and essential for general academic education, under the supervision of, and in accordance with, the applicable statutes of the State of Georgia.

SCREENING

A method of shielding or obscuring one abutting or nearby structure or use from another by opaque fencing, walls, berms, densely planted vegetation, or the like.

SHELTER ~~-;~~ EMERGENCY

A nonprofit institutional use, comprised of a building, institutional in nature, which provides overnight shelter, sleeping accommodations, and services, and not otherwise mandated by the state government for related or nonrelated individuals for a period of time not to exceed 15 hours every 24 hours. StayThe stay of the individuals is presumed to be of a temporary nature.

SHELTER ~~-;~~ HOMELESS

A type of homeless service agency which provides temporary residence for homeless individuals and families. Distinguished from emergency shelters, which are operated for specific circumstances and populations.

SIDE YARD

See YARD, SIDE.

DRAFT

~~SIDEWALK CLEAR ZONE~~

~~The portion of a sidewalk that is unobstructed by permanent objects and is reserved for pedestrian passage.~~

~~SIDEWALK LANDSCAPED ZONE~~

~~The portion of a sidewalk adjacent to the street curb and reserved for the placement of trees and street furniture including utility poles, waste receptacles, fire hydrants, traffic signs, traffic control boxes, newspaper boxes, bus shelters, bicycle racks, and similar elements in a manner that does not obstruct pedestrian access or motorist visibility.~~

SIGN

Any surface, fabric, device, or display which bears letters, numbers, symbols, pictures, or sculptured matter, whether illuminated or unilluminated; designed to identify, announce, direct, or inform; and that is visible, from a public right-of-way. For purposes of this Ordinance, the term "sign" does not include all structural members.

~~SIGN AREA~~

~~The area of a sign face (which is also the sign area of a wall sign or other sign with only one face) shall be computed by means of the smallest square, circle, rectangle, triangle, or combination thereof that will encompass the extreme limits of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including any supporting framework, bracing, or decorative fence or wall when such fence or wall otherwise meets zoning Ordinance regulations and is clearly incidental to the display itself.~~

~~SIGN - ATTENTION -GETTING DEVICE~~

Any balloon, figurine, inflatable sign (static), pennant, propeller, ribbon, searchlight, spinner, statue, streamer, or other similar device or ornamentation designed to or having the effect of attracting the attention of potential customers or the general public. An Attention-Getting Device shall be considered a sign and shall meet all requirements of this ordinance for a sign.

~~SIGN - ANIMATED SIGN~~

Any sign that utilizes the appearance of movement using lighting to depict action or to create a special effect or scene.

SIGN - BANDIT SIGN

Any sign of any material whatsoever that is attached or painted in any way to a natural object or feature, plant, post, rock, shrub, street sign or marker, traffic control sign or device, tree, utility pole or any object located or situated on any public road right-of-way, ~~easement~~easements, or alleys. This shall include guerilla and snipe signs.

SIGN - BANNER

A sign either enclosed or not enclosed in a rigid frame and secured or mounted to allow movement caused by the atmosphere. Flags are not banners.

SIGN - BILLBOARD

A sign larger than 200 square feet in area. **ADVERTISING SIGN (BILLBOARD):**

Any structure or portion thereof situated on private premises on which lettered, figured, or pictorial matter is displayed for advertising purposes, except for the name and occupation of the user of the premises; the nature of the business conducted on the premises; or the products sold or manufactured on the premises.

SIGN - CONSTRUCTION SIGN

A temporary sign erected on premises where construction is taking place.

SIGN - DIRECTORY SIGN

Any sign located on developed premises, adjacent to exits, entrances, ~~driveways~~driveways, or off-street parking facilities.

SIGN - DOOR SIGN

A sign that is ~~applied~~applied to or attached to the exterior or interior of a door or located in such a manner within a building that it can be seen from the exterior of the structure through a door.

SIGN - DOUBLE POST SIGN

A sign located at a site during construction or sale where the primary support is supplied by two wooded posts.

SIGN - EXPOSED NEON

Any display which utilizes bulbs or glass to directly illuminate without any form of color translucent covering including, but not limited to, being placed directly on or in a sign structure or located on a building as accents. This definition shall include LED linear rope lights or similar devices intended to imitate Exposed Neon.

SIGN - FALL ZONE

A Fall Zone is defined as an area large enough and set back far enough from any buildings, structures, or property lines equal to 133% of the height of the entire structure in every direction.

SIGN - FLAG

A cloth with colors and patterns, which does not meet any other sign definition under this Ordinance. A flag is not a banner.

SIGN - FLASHING SIGN

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. Illuminated signs which indicate only the time, temperature, date, or any combination thereof shall not be considered as flashing signs.

SIGN - FREESTANDING SIGN

A permanent sign supported by any structure or support placed in or anchored in the ground and not attached to any building or structure. All freestanding signs must meet the requirements of a ground sign or a double post sign unless specifically approved through the granting of a variance.

SIGN - GROUND SIGN

A permanent, freestanding sign with a solid supporting base. This definition shall not include a Subdivision Sign.

SIGN - HEIGHT

The distance in vertical feet from the average elevation of the ground level at the base of the sign to the highest point of the sign structure.

SIGN - ILLUMINATED SIGN

A sign illuminated in any manner by an artificial light source.

SIGN - INFLATABLE-~~(STATIC)~~

Any sign inflated or supported by air, pneumatic noncombustible pressure or winds which is securely anchored to the ground and does not move.

SIGN - INFLATABLE-~~(ANIMATED)~~

Any sign inflated or supported by air, pneumatic noncombustible pressure or winds which moves or is caused to move in any way to thereby distract or draw attention.

SIGN - MOTOR VEHICLE SIGN

A sign mounted, placed, written, or painted on a vehicle or trailer whether motor-driven or not.

SIGN - MOVABLE PANEL SIGN

Any sign which utilizes movable discs, ~~panels~~panels, or other similar methods, which allows a machine or device to change the message by a control rather than manually changing the message.

SIGN - MURAL-~~(PUBLIC ART)~~

A painted or otherwise attached or adhered image or representation on the exterior of a building that is visible from a public right-of-way or neighboring property, does not contain commercial advertisement, and is designed in a manner so as to serve as public art, to enhance public space, and to provide inspiration.

SIGN - PENNANT

Any long, narrow flag which does not meet any other sign definition in this Ordinance.

SIGN - POLE SIGN

A Ground Sign where the primary support is one post or column.

DRAFT

SIGN - PORTABLE SIGN

Any sign which is not permanently attached to the ground or other permanent structure including, but not limited to, signs attached to vehicles, trailers, securely anchored into the ground, or any sign which may be transported or is designed to be transported. Such signs include, but are not limited to, "A" and "T" type, sidewalk, sandwich, trailer signs, curb type signs, banners, balloons, or other commercial advertisement attached to vehicles.

Exceptions: Signs which are painted, bolted, ~~screwed~~screwed, or magnetically attached to the top, ~~sides~~sides, or rear of the vehicle. Signs which are placed in the bed of a truck or trunk of an ~~automobile~~automobile, or a banner attached to the vehicle regardless of the information contained thereon or method of attachment are not included in this exception.

SIGN - PROJECTING SIGN

A sign that projects from a wall, that may be parallel or perpendicular to a wall or surface to which it is attached to.

SIGN - ROOF SIGN

A sign projecting over the coping of a flat roof, or wholly or partially over the ridge of a gable, ~~hip~~hip, or gambrel roof, and erected or installed upon the roof of any building of a structure.

SIGN - SIGN AREA

The area of a sign face (which is also the sign area of a wall sign or other sign with only one face) shall be computed by means of the smallest square, circle, rectangle, triangle, or combination thereof that will encompass the extreme limits of the writing, representation, emblem, or other display, together with any material or color-forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including any supporting framework, bracing, or decorative fence or wall when such fence or wall otherwise meets zoning Ordinance regulations and is clearly incidental to the display itself.

SIGN - SURFACE AREA

The entire area within a continuous perimeter, enclosing the extreme limits of sign display, including any frame or border but excluding any supports. ~~Curved~~curved, spherical, or any other shaped sign face shall be computed on the basis of actual surface area. The copy of signs composed of individual letters, numerals, or other devices shall be the sum of the area of the smallest rectangle or other geometric figure encompassing each of said letters or devices as well as spaces between each letter, words, ~~lines~~lines, or device. The calculation for a double-faced sign shall be the area of one face only where the sign faces are parallel or whether the interior angle formed by the faces is 60 degrees or less. The area of the larger side shall be computed in cases in which the two sides do not coincide.

SIGN - TEMPORARY SIGN

A display, sign, banner, or other device with or without a structural frame, not permanently mounted, and intended to be displayed for only a limited time.

SIGN - WINDOW SIGN

A sign placed inside or upon the windowpanes of any window or door.

SINGLE-FAMILY ATTACHED DWELLING

~~See~~See DWELLING, SINGLE-FAMILY ATTACHED.

SINGLE-FAMILY DETACHED DWELLING

See DWELLING, SINGLE-FAMILY DETACHED.

SKILLED NURSING FACILITY

See NURSING HOME.

SMALL LOAN LENDER

An establishment which is engaged exclusively in the business of making consumer loans of \$3000 or less.

SOLID WASTE

Putrescible and non-putrescible wastes, except water-carried body waste, and shall include garbage, rubbish, ashes, street refuse, dead animals, sewage sludge, animal manures, industrial wastes, abandoned automobiles, dredging wastes, construction wastes, hazardous wastes, and other waste material in a solid or semi-solid state not otherwise defined in this Ordinance.

SOLID WASTE TRANSFER STATION

Any facility which collects, consolidates, and ships solid waste to a disposal facility or processing operation.

SPECIAL EVENTS FACILITY

A facility designed to accommodate guests, that can be rented by patrons as a venue for social or professional events or occasions.

SPECIAL USE

A use which is permitted if it meets stated conditions and is approved by the City Council of the City of Lawrenceville.

SPOTLIGHTS

Fixtures that project light in a narrow beam, contained and centered on a directional axis. Related lamps typically are sealed-beam with internal parabolic reflectors and beam-spread angles of 9 to 15 degrees.

STOP WORK ORDER

An order to cease and desist building, development, and land disturbing that is issued by the Department of Planning and Development pursuant to the requirements of this Ordinance and Construction Codes.

STORY

That portion of a building, other than a basement, included between the surface of any floor and the surface of the floor next above, or if there is no floor above, the space between the floor and the ceiling next above. Each floor or level in a multi-story building used for parking, even if below grade, shall be classified as a story.

STREET FAÇADE

The exterior wall of a building that fronts the street.

STRUCTURE

Anything constructed or erected with a fixed location on the ~~ground, or ground or~~ attached to something having a fixed location on the ground.

DRAFT

STRUCTURE - MIXED-USE AND OCCUPANCY

A mixed-use structure consisting of two or more distinct uses and occupancies. Each portion of a mixed-use structure is required to be classified in accordance with the use and occupancy classification groups and constructed to a minimum applicable standard.

STUDIO OR MEETING FACILITY

A building typically accommodating groups of students in multiple instructional spaces. Examples of these facilities include individual and group instruction and training in the arts; production rehearsal; photography, and the processing of photographs produced only by users of the studio facilities; martial arts training studios; gymnastics instruction, and aerobics and gymnastics studios with no other fitness facilities or equipment. This definition also includes production studios for individual musicians, painters, sculptors, photographers, and other artists.

SUBDIVISION

The process (and the result) of dividing a parcel of raw land into smaller buildable sites, blocks, streets, open space, and public areas, and the designation of the location of utilities and other improvements.

SUPPLEMENTAL ZONE

~~The area between the back of the sidewalk clear zone and the build to line.~~

T

TEMPORARY OUTDOOR ACTIVITY

For-profit activities involving the temporary outside sale of goods and merchandise in association with an existing business located on the premises is the principal use of the premises. The term "temporary outdoor activity" includes the sale of farm produce, carnivals, or sale of Christmas trees or Halloween pumpkins from property which is vacant, or which contains a separate and distinct primary use, such activities continuing for a period not exceeding 20 consecutive days, except Christmas tree sales shall be allowed between November 1 and December 31 and pumpkin sales shall be permitted from September 15 and October 31. Temporary outdoor activities shall occur in non-enclosed areas.

TEMPORARY OUTDOOR ACTIVITY - GOODS AND MERCHANDISE

Tangible or movable personal property, other than money.

TEMPORARY OUTDOOR ACTIVITY - TEMPORARY

A period of not to exceed 20 consecutive days. A second permit for a temporary outdoor activity on the same property may not be applied for or renewed within six months from the date of any prior approval of a temporary outdoor activity.

TEMPORARY OUTDOOR ACTIVITY - TEMPORARY OUTDOOR ACTIVITY PERMIT

Written authorization by the Director of the Planning and Development Department or his/her designee, for the applicant to engage in temporary outdoor activities at a specific, fixed location meeting all the requirements of this division.~~**TATTOO-**~~

~~To mark or color the skin, by pricking in coloring matter so as to form indelible marks or figures, or by the production of scars; provided, however, that the term "tattoo" does not mean a mark placed upon the skin by a physician for medical identification purposes.~~

TATTOO ARTIST OR PRACTITIONER

~~Any person who actually performs the work of tattooing.~~

~~TATTOO ESTABLISHMENT~~

~~The room, place or building where tattooing is practiced or where any part of the business of tattooing is conducted.~~

~~TATTOO OPERATOR~~

~~Any person, firm, or entity which controls, operates, conducts or manages any tattoo establishment, whether actually performing the work of tattooing or not.~~

~~TEMPORARY SIGN~~

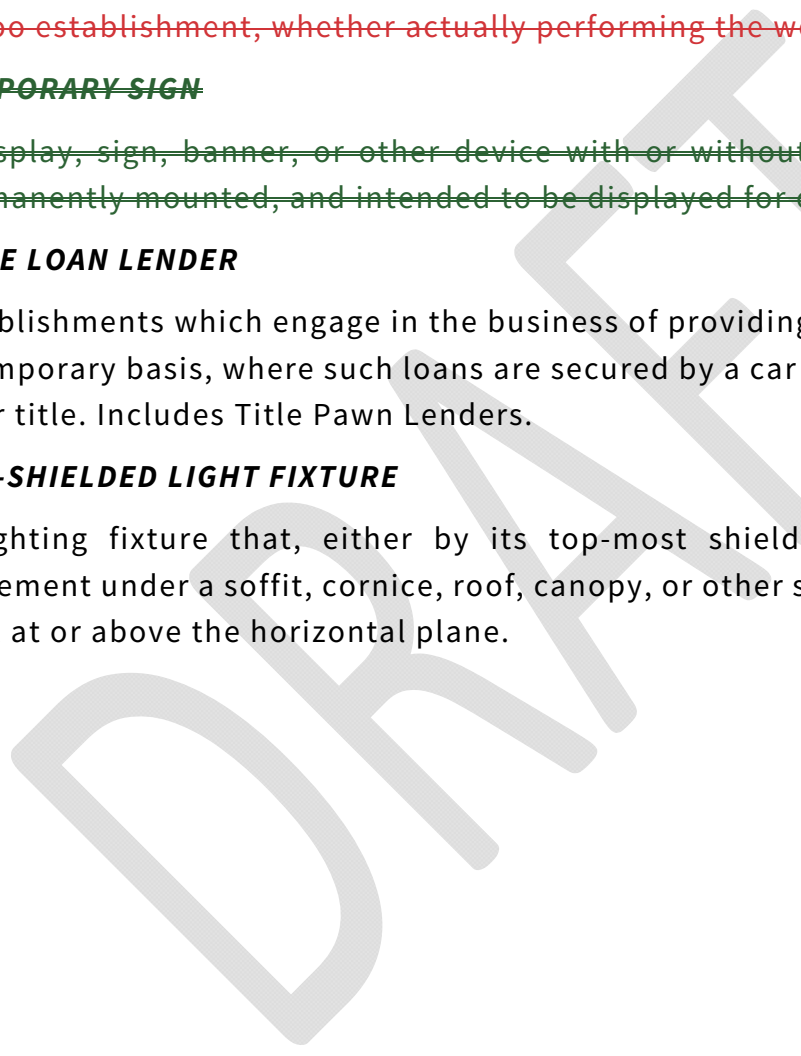
~~A display, sign, banner, or other device with or without a structural frame, not permanently mounted, and intended to be displayed for only a limited time.~~

TITLE LOAN LENDER

Establishments which engage in the business of providing money to customers on a temporary basis, where such loans are secured by a car title or a lien against a car title. Includes Title Pawn Lenders.

TOP-SHIELDED LIGHT FIXTURE

A lighting fixture that, either by its top-most shielding or by its sheltered placement under a soffit, cornice, roof, canopy, or other structural element, limits light at or above the horizontal plane.



TRUCK TERMINAL  TRANFER FACILITY

A facility for the storage of commercial goods within an enclosed building for distribution by truck.

TUBE LIGHTING

Gas-filled glass tube that becomes luminescent in a color characteristic of the particular gas used, such as neon, argon, krypton, etc. Excluded from this lighting class are common fluorescent tubes.

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U

UNDISTURBED

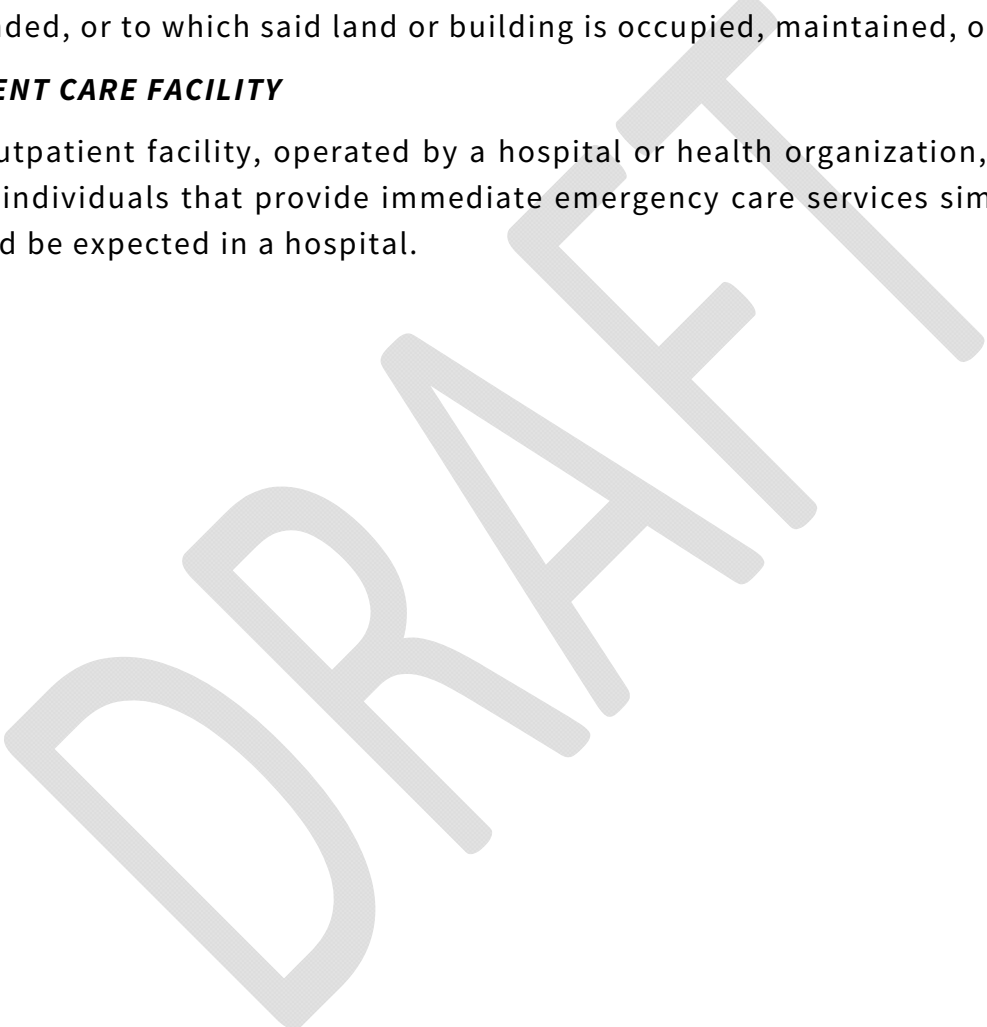
Land in its natural state of vegetation.

USE

The purpose or purposes for which land or a building is designed, arranged, or intended, or to which said land or building is occupied, maintained, or leased.

URGENT CARE FACILITY

An outpatient facility, operated by a hospital or health organization, and staffed with individuals that provide immediate emergency care services similar to what would be expected in a hospital.



V

VARIANCE

A resolution which grants a property owner relief from certain provisions of a zoning ordinance when, because of the particular physical surroundings, shape, or topographical condition of the property, compliance would result in a particular hardship upon the owner, as distinguished from a mere inconvenience or desire to make more money.

VEHICLE

Any device in, upon, or by which any person or property is or may be transported or drawn upon a highway, excepting devices used exclusively upon stationary rails or tracks.

VEHICLE - 5 ALL-TERRAIN VEHICLE

Any motorized vehicle originally manufactured for off-highway use which is equipped with three or more nonhighway tires is 80 inches or less in width with a dry weight of 2,500 pounds or less and is designed for or capable of cross-country travel on or immediately over land, water, snow, ice, marsh, swampland, or other natural terrain.

VEHICLE - 5 BUS

Any motor vehicle designed for carrying more than ten passengers and used for the transportation of persons and every motor vehicle, other than a taxicab, designed and used for the transportation of persons for compensation.

VEHICLE - 5 BUSINESS

Any Vehicle, Passenger Car, SUV, Truck, or Van containing an exterior logo, design, lettering, or other depiction for advertising.

VEHICLE - ~~5~~ COMMERCIAL

Any self-propelled or towed motor vehicle used on a highway in intrastate and interstate commerce to transport passengers or property when the vehicle:

1. Has a gross vehicle weight rating, gross combination weight rating, gross vehicle weight, or gross combination weight of 4,536 kg (10,001 lbs.) or more.
2. Is designed or used to transport more than eight passengers, including the driver, for compensation.
3. Is designed or used to transport more than 15 passengers, including the driver, and is not used to transport passengers for ~~compensation~~; compensation: or
4. Is used to transport material determined to be hazardous by the secretary of the United States Department of Transportation under 49 U.S.C. Section 5103 and transported in a quantity that requires placards under regulations prescribed under 49 C.F.R., Subtitle B, Chapter I, Subchapter C.

VEHICLE - ~~5~~ FORMER MILITARY MOTOR VEHICLE

A motor vehicle that operates on the ground, including a trailer, that was manufactured for use in any country's military forces and is maintained to represent its military design, regardless of the vehicle's size, weight, or year of manufacture. Such term shall not include motor vehicles armed for combat or vehicles owned or operated by this state, the United States, or any foreign government.

VEHICLE - ~~5~~ FULLY AUTONOMOUS VEHICLE

A motor vehicle equipped with an automated driving system that can perform all aspects of the dynamic driving task without a human driver within a limited or unlimited operational design domain and will not at any time request that a driver assume any portion of the dynamic driving task when the automated driving system is operating within its operational design domain.

VEHICLE -> GOLF CAR/CART

Any motorized vehicle designed for the purpose and exclusive use of conveying one or more persons and equipment to play the game of golf in an area designated as a golf course. For such a vehicle to be considered a golf car or golf cart, its average speed shall be less than 15 miles per hour (24 kilometers per hour) on a level road surface with a 0.5% grade (0.3 degrees) comprising a straight course composed of a concrete or asphalt surface that is dry and free from loose material or surface contamination with a minimum coefficient of friction of 0.8 between tire and surface.

VEHICLE -> GROSS WEIGHT

The weight of a vehicle without load plus the weight of any load thereon.

VEHICLE -> LIMOUSINE

Any motor vehicle that meets the manufacturer's specifications for a luxury limousine with a designed seating capacity for no more than ten passengers and with a minimum of five seats located behind the operator of the vehicle, and which does not have a door at the rear of the vehicle designed to allow passenger entry or exit; further, no vehicle shall be permitted to be operated both as a taxicab and a limousine.

VEHICLE -> PASSENGER CAR, SUV, TRUCK OR VAN

Any motor vehicle, except all-terrain vehicles, motorcycles, motor-driven cycles, multipurpose off-highway vehicles, personal vehicles, and low-speed vehicles, designed for carrying ten passengers or less and used for the transportation of persons.

VEHICLE -> POLE TRAILER

Any vehicle without motive power designed to be drawn by another vehicle and attached to the towing vehicle utilizing a reach or pole, or by being boomed or otherwise secured to the towing vehicle, and ordinarily used for transporting long or irregularly shaped loads such as poles, pipes, or structural members capable, generally, of sustaining themselves as beams between the supporting connections.

VEHICLE -> RECREATIONAL

Any vehicle designed for recreational use (i.e.g., camper, caravan, motor home, RV, trailer).

VEHICLE - RECREATIONAL OFF-HIGHWAY VEHICLE

Any motorized vehicle designed for off-road use which is equipped with four or more nonhighway tires and which is 65 inches or less in width.

VEHICLE - SEMITRAILER

Any vehicle with or without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that some part of its weight and that of its load rests upon or is carried by another vehicle.

VEHICLE - SPECIAL MOBILE EQUIPMENT

Any vehicle not designed or used primarily for the transportation of persons or property and only incidentally operated or moved over a highway, including but not limited to: ditch-digging apparatus, well-boring apparatus, and road construction and maintenance types of machinery such as asphalt spreaders, bituminous mixers, bucket loaders, tractors other than truck tractors, ditchers, leveling graders, finishing machines, motor graders, road rollers, scarifiers, earth-moving carryalls and scrapers, power shovels and draglines, and self-propelled cranes and earth-moving equipment. The term does not include house trailers, dump trucks, truck-mounted transit mixers, cranes or shovels, or other vehicles designed for the transportation of persons or property to which machinery has been attached.

VEHICLE - TAXICAB

Any motor vehicle for hire which conveys passengers between locations of their choice and is a mode of public transportation for a single passenger or small group for a fee. Such term shall also mean taxi or cab, but not a bus or school bus, limousine, passenger car, or commercial motor vehicle.

VEHICLE - TRACTOR

Any self-propelled vehicle designed for use as a traveling power plant or for drawing other vehicles but having no provision for carrying loads independently.

VEHICLE - TRAILER

Any vehicle with or without motive power, other than a pole trailer, designed for carrying property and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon the towing vehicle.

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VEHICLE - TRUCK

Any motor vehicle designed, used, or maintained primarily for the transportation of property.

VEHICLE - TRUCK TRACTOR

Any motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load other than a part of the weight of the vehicle and load so drawn.

VEHICLE - WRECKER

Any vehicle designed, equipped, or used to tow or carry other motor vehicles utilizing a hoist, crane, sling, lift, or roll-back or slide back platform, by a mechanism of a like or similar character, or by any combination thereof, and the terms "tow truck" and "wrecker" are synonymous.

VEHICLE SALES - RENTAL, AND LEASE

A building, lot, or portion of a lot used or intended to be used for the display, sale, rent, or lease of new or used motor vehicles in operable condition and where repair service is accessory to the sale, rental, or lease. This excludes bodywork.

VEHICLE SERVICE AND REPAIR FACILITY

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. An automobile service station is not a repair garage or a body shop.

VESSEL

A watercraft, other than a seaplane on the water or a sailboard, used or capable of being used as a means of transportation on water and specifically includes, but is not limited to, inflatable rafts and homemade vessels.

VESSEL -~~;~~HOMEMADE

Any vessel that is built by an individual for personal use from raw ~~materials~~ ~~that~~materials does not require the assignment of a federal hull identification number by a manufacturer according to federal law. A person furnishing raw materials under a contract may be considered the builder of a homemade vessel. Antique boats, boats reconstructed from existing boat hulls, and rebuilt or reconstructed vessels are not considered homemade vessels.

VESSEL -~~;~~MECHANICALLY PROPELLED

Any vessel propelled by machinery using a volatile liquid for fuel.

VESSEL -~~;~~NONMOTORIZED

Any vessel, other than a sailboat which has no motor attached in a manner to make it readily available for operation.

VESSEL -~~;~~POWERBOAT

Any boat, vessel, or water-going craft which is propelled by mechanical rather than manual means whether or not such a propulsion device forms an integral part of the structure thereof.

VESSEL - WATERCRAFT

A vessel for transport by water constructed to provide buoyancy by excluding water and shaped to give stability and permit propulsion. This definition includes but is not limited to watercraft both mounted and not mounted, as well as boats, air boats, jet skis, wave runners, Sea Doo, and the like.

VETERINARIAN CLINIC

A facility or premises utilized for the diagnosis and treatment of ill and injured animals and the short-term boarding incidental to clinical use.

W

~~**WALL SIGN**~~

~~Any sign painted on or attached to a wall of a building or structure and in the same plane as the wall.~~

WAREHOUSE, PERSONAL STORAGE/MINI

A facility for the storage of personal property in a secure, individual unit with each unit having direct access to the service drive.

WAREHOUSING

A facility for the storage and distribution of property, merchandise, or equipment, without direct sales to the public.

WASTE INCINERATION

A building or facility used for the combustion of organic substances found in waste materials.

~~**WATERCRAFT**~~

~~A vessel for transport by water constructed to provide buoyancy by excluding water and shaped to give stability and permit propulsion. This definition includes but is not limited to watercraft both mounted and not mounted, as well as boats, air boats, jet skis, wave runners, Sea Doo, and the like.~~

~~**WINDOW SIGN**~~

~~Any sign placed inside or upon the window panes or glass of any window or door. A sign that is applied or attached to the exterior or interior of a window or located in such manner within a building that it is clearly visible 40 feet or more from the exterior of the structure.~~

WIRELESS TELECOMMUNICATIONS ANTENNA, FACILITY OR TOWER

Public and private transmission, broadcast, repeater and receiving stations for radio, television, telegraph, telephone, data network, and wireless communications, including commercial earth stations for satellite-based communications. Wireless communication facilities include antennas, satellite dish antennas, and equipment buildings. Wireless communication facilities do not include telephone, telegraph and cable television transmission facilities that utilize hard-wired, fiber optic, or direct cable connections.

WRECKING YARD

See JUNK AND SALVAGE YARD.

WHOLESALE AND DISTRIBUTION

An establishment that engages in the sale of goods, merchandise, and commodities for resale by the purchaser.

Y

YARD

A required open space located on the same lot as the principal building, unoccupied and unobstructed except for accessory uses and for shrubs, fences, etc.

YARD - FRONT

The area of a lot extending across the full width of the lot and measured between the building line and the front lot line.

YARD - REAR

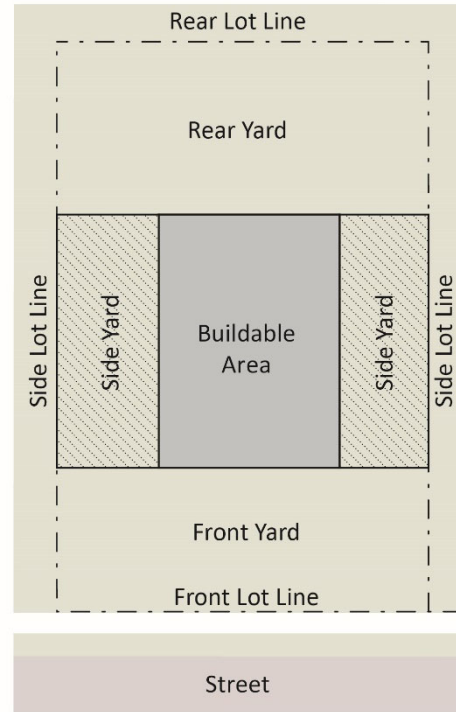
The area of a lot extending across the full width of the lot and measured between the building and the rear lot line.

YARD - SETBACK

Distance from property line to the nearest point of any sign or structure as defined by the Ordinance.

YARD - SIDE

The area of a lot extending from the front yard to the rear yard and measured between the building and the side lot line.



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Z

ZONING DISTRICTS

Zoning districts defined in this Zoning Ordinance.

ZONING LOT

A single tract of land, located within a single block which, at the time of filing for a building permit or a certificate of occupancy, is designated by the owner or developer as a tract to be used, developed, or built upon as a unit, under single or unified ownership or control, and assigned to the particular use, building or structure, for which the building permit or certificate of occupancy is issued and including such area of land as may be required by the provisions of this Ordinance for such use, building or structure.

IT IS SO ORDAINED, this _____ day of _____, 2023.

Mayor David R. Still

Attest: _____
City Clerk

ZON ORD_ART 10 DEF_RDLNS_10012023



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 11, 2023

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

- Item:** Purchase of Natural Gas Materials on a Six-Month Contract
- Department:** Gas
- Date of Meeting:** Wednesday, October 11, 2023
- Fiscal Impact:** \$500,000.00
- Presented By:** Todd Hardigree, Gas Director
- Action Requested:** Approval to renew Purchase of Natural Gas Materials on a Six-Month Contract to Consolidated Pipe & Supply Co., Inc., amount not to exceed \$500,000.00.

Summary: This contract provides the City Gas Department with the most commonly used natural gas materials. There is a 3% increase on seven items totaling less than \$200.00. This is the fourth and final renewal option.

Background: Original awarded amount, first, and second renewals were \$700,000.00. Third renewal was \$500,000.00.

Fiscal Impact: Amount not to exceed \$500,000.00. This contract is funded by the Repairs & Maintenance-Equipment Fund (5154700.522240) the Specialty Supplies Fund (5154700.531122), the Cathodic Supplies Fund (5154700.531129), the Pipe & Fitting Fund (5154700.531170), the Regulator Stations Fund (5154700.531171), and the Capital Outlay Fund (5164700.541000). Project 11-029.

Attachments/Exhibits:
Bid Tabulation

AQ007-22
Natural Gas Materials on a Six-Month Contract
Gas Department

				Consolidated Pipe & Supply Co., Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE
1	#10 YELLOW TRACING WIRE PE 30, SOLID COPPER, 500 FEET - PROLINE	5,000	FT	\$0.28	\$1,391.00
2	#10 YELLOW TRACING WIRE PE 30, SOLID COPPER, 2500 FEET - PROLINE	5,000	FT	\$0.28	\$1,391.00
3	#12 YELLOW TRACING WIRE PE 30 SOLID COPPER, 500 FEET - PROLINE	30,000	FT	\$0.18	\$5,457.00
4	#12 YELLOW TRACING WIRE PE 30, SOLID COPPER, 2500 FEET ROLL - PROLINE	46,000	FT	\$0.18	\$8,367.40
5	#12/#10 YELLOW WIRE CONNECTORS WITH SEALANT - PROLINE	1,400	EA	\$2.94	\$4,119.50
6	½" CTS .090 PE 2708 6500 GAS TUBING 500 FEET ROLL - PERFORMANCE PIPE	35,000	FT	\$0.45	\$15,729.00
7	¾" IPS .090 PE 2406 6500 GAS TUBING 500 FEET ROLL - PERFORMANCE PIPE	6000	FT	\$0.63	\$3,774.96
8	2" IPS SDR 11 PE2406 6500 GAS PIPE 500 FEET ROLL - PERFORMANCE PIPE	40000	FT	\$1.66	\$66,254.40
9	4" IPS SDR 11 PE2406 6500 GAS PIPE 40 FOOT STICK - PERFORMANCE PIPE	2000	FT	\$5.89	\$11,787.12
10	4" IPS SDR 11 PE2406 6500 GAS PIPE TUBING 500 FEET ROLL - PERFORMANCE PIPE	75000	FT	\$6.23	\$467,055.00
11	6" IPS SDR 11 PE2406 6500 GAS PIPE 40 FOOT STICK - PERFORMANCE PIPE	1000	FT	\$12.58	\$12,583.20
12	2" IPS PE 3408/4710 ELECTROFUSE CPLG - IPEX OR FRIALEN	500	EA	\$11.25	\$5,625.00
13	2" x 5/8" E-FUSE TAP TEE KIT W/800 EFV INSTALLED - IPEX OR FRIALEN	400	EA	\$77.04	\$30,816.00
14	2" IPS SDR11 PE 2708 BFUSE 90 EL - PERFORMANCE PIPE	5	EA	\$7.80	\$39.00
15	2" IPS SDR11 PE 2708 BFUSE TEE - PERFORMANCE PIPE	15	EA	\$9.00	\$135.00
16	2" IPS SDR11 PE 2708 BFUSE CAP - PERFORMANCE PIPE	30	EA	\$4.82	\$144.45

BID TABULATION

17	2" IPS SDR11 PE 2708 POLY VALVE , FULL PORT, 1.90" MINIMUM PORT, BW x BW, 2" SQUARE HEAD, POSITION INDICATION, OVER-TORQUE PROTECTION - KEROTEST	20	EA	\$68.00	\$1,360.00
18	3" IPS PE 3408/4710 ELECTROFUSE CPLG - IPEX OR FRIALEN	6	EA	\$24.61	\$147.66
19	4" IPS PE 3408/4710 ELECTROFUSE CPLG - IPEX OR FRIALEN	60	EA	\$35.00	\$2,100.00
20	4" IPS SDR 11 PE 2708 BFUSE 90 EL - PERFORMANCE PIPE	5	EA	\$21.83	\$109.14
21	4" IPS SDR 11 PE 2708 BFUSE TEE - PERFORMANCE PIPE	20	EA	\$25.68	\$513.60
22	4" IPS SDR 11 PE 2708 BFUSE CAP - PERFORMANCE PIPE	10	EA	\$14.12	\$141.24
23	4"x2" IPS SDR 11 PE 2708 BFUSE REDUCER	20	EA	\$14.12	\$282.48
24	4" IPS SDR11 PE 2708 POLY VALVE , FULL PORT, 3.63" MINIMUM PORT, , BW x BW, 2" SQUARE HEAD, POSITION INDICATION, OVER-TORQUE PROTECTION - KEROTEST	15	EA	\$210.00	\$3,150.00
25	6" IPS PE 3408/4710 ELECTROFUSE CPLG - IPEX OR FRIALEN	25	EA	\$85.00	\$2,125.00
26	6" SDR11 IPS PE 2708, BFUSE TEE	15	EA	\$41.73	\$625.95
27	6"x4" SDR11 IPS PE 2708, BFUSE REDUCER	10	EA	\$26.75	\$267.50
28	3/4" x 5/8" PE 2708 GAS RISER PIGTAIL - PERFECTION	400	EA	\$24.08	\$9,630.00
29	3/4" x 3/4" PE 2708 GAS RISER WITH PIGTAIL - PERFECTION	50	EA	\$33.50	\$1,675.00
30	1/2" CTS METFIT STYLE COUPLING - METFIT	1500	EA	\$10.66	\$15,985.80
31	1/2" CTS METFIT STYLE DEAD END - METFIT	50	EA	\$9.76	\$487.92
32	3/4" IPS METFIT STYLE COUPLING - METFIT	500	EA	\$21.76	\$10,881.90
33	3/4" IPS METFIT STYLE DEAD END - METFIT	25	EA	\$18.10	\$452.61
34	3/4" X 5/8" METFIT STYLE REDUCER - METFIT	25	EA	\$28.89	\$722.25
35	1/2" CTS METFIT STYLE TEE - METFIT	25	EA	\$25.20	\$630.00
36	3/4" CTS METFIT STYLE TEE - METFIT	10	EA	\$37.24	\$372.36

BID TABULATION

37	2" x 5/8" NO EFV TAP TEE - IPEX OR FRIALEN	25	EA	\$33.38	\$834.60
38	2" x 3/4" NO EFV ELECTROFUSE TAP TEE BF OUTLET - IPEX OR FRIALEN	50	EA	\$37.24	\$1,861.80
39	4" x 5/8 NO EFV TAP TEE - IPEX OR FRIALEN - IPEX OR FRIALEN	100	EA	\$42.37	\$4,237.20
40	4" x 3/4" NO EFV ELECTROFUSE TAP TEES BF OUTLET - IPEX OR FRIALEN	50	EA	\$57.78	\$2,889.00
41	1" ELECTROFUSE COUPLING - IPEX OR FRIALEN	5	EA	\$13.16	\$65.81
42	3/4" ELECTROFUSE COUPLING - IPEX OR FRIALEN	5	EA	\$12.36	\$61.82
43	5/8" ELECTROFUSE COUPLING - IPEX OR FRIALEN	5	EA	\$11.24	\$56.18
44	5/8" 800 CFH PE STICK EFV - UMAC	50	EA	\$30.91	\$1,545.62
45	3/4" 800 CFH PE STICK EFV - UMAC	50	EA	\$39.80	\$1,990.20
46	3/4" PE BUTT FUSE FULL PORT CURB VALVE (KEROTEST P/N 99047511)	50	EA	\$38.93	\$1,946.33
47	3/4" MERCH STEEL BLK SQ HEAD PLUG-DOMESTIC OR SMITH COOPER	200	EA	\$0.98	\$196.88
48	3/4" STD MI BLK COUPLING - DOMESTIC OR SMITH COOPER	300	EA	\$1.27	\$380.22
49	3/4" x CLOSE STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	400	EA	\$1.66	\$663.40
50	3/4" X 2" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$2.30	\$230.05
51	3/4" X 3" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$4.71	\$470.80
52	3/4" X 4" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$3.69	\$369.15
53	3/4" X 6" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	200	EA	\$2.30	\$460.10
54	3/4" x 7" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	200	EA	\$4.76	\$952.30
55	3/4" X 8" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$3.69	\$369.15
56	3/4" X 12" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	400	EA	\$4.23	\$1,690.60
57	3/4" x 18" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	50	EA	\$8.56	\$428.00

BID TABULATION

58	1" STD MI BLK COUPLING - DOMESTIC OR SMITH COOPER	300	EA	\$3.47	\$1,041.48
59	1" STD MI BLK 90 EL - DOMESTIC OR SMITH COOPER	600	EA	\$1.87	\$1,124.14
60	1" X CLOSE STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$1.93	\$192.60
61	1" X 2" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	50	EA	\$1.93	\$96.30
62	1" X 3" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	300	EA	\$2.25	\$674.10
63	1" X 4" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$2.70	\$269.64
64	1" X 6" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	200	EA	\$3.79	\$757.56
65	1" x 7" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$7.06	\$706.20
66	2" STD MI BLK STL COUPLING - DOMESTIC OR SMITH COOPER	10	EA	\$11.24	\$112.41
67	2" STD MI BLK STL 90 EL - DOMESTIC OR SMITH COOPER	25	EA	\$13.16	\$328.98
68	2" x CLOSE STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	25	EA	\$4.30	\$107.54
69	2" x 3" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	25	EA	\$5.01	\$125.19
70	2" x 4" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	25	EA	\$5.59	\$139.64
71	2" x 6" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	25	EA	\$7.25	\$181.37
72	¾" BRASS MTR STOP BALL VALVE W/LOCKWING (RUB)	500	EA	\$16.05	\$8,025.00
73	1" PITT METER SWIVEL SETS (1-1/4" NUT, 1" PITT SWIVEL) - CENTRAL	20	EA	\$18.60	\$372.00
74	1" PITT METER WASHERS	40	EA	\$0.64	\$25.68
75	45 LT METER SWIVEL SETS (NUT AND SWIVEL) - CENTRAL	200	EA	\$40.20	\$8,040.00
76	45 LT METER WASHERS	350	EA	\$0.71	\$247.17
77	BARREL LOCKS FOR GAS L/W - BROOKS	500	EA	\$3.75	\$1,872.50
78	BARREL LOCK KEYS - BROOKS	10	EA	\$84.53	\$845.30

BID TABULATION

79	16 OZ. PIPE THREAD SEALANT - JOMAR GIMME THE GREEN	48	EA	\$18.73	\$898.80
80	1 GALLON LOW TEMP LEAK SOAP - SHERLOCK	50	EA	\$19.26	\$963.00
81	4" x 5/8" EF TAP TEE W/EFV 800 - IPEX OR FRIALEN	100	EA	\$74.90	\$7,490.00
82	1" x 3/4" BLK BELL REDUCER - DOMESTIC OR SMITH COOPER	250	EA	\$4.55	\$1,136.88
83	2" INSULATED UNIONS - DOMESTIC OR SMITH COOPER	25	EA	\$43.87	\$1,096.75
84	1" NO BLO TEE - MUELLER	10	EA	\$89.88	\$898.80
85	#79344 STEM O-RING 1" (NO-BLO GASKET) - MUELLER	25	EA	\$3.53	\$88.28
86	#79345 CAP O-RING 1" (NO-BLO GASKET) - MUELLER	25	EA	\$4.82	\$120.38
87	3/4" STEEL SOCKET WELD 3000# COUPLING - WELDBEND OR DOMESTIC	5	EA	\$4.23	\$21.13
88	1" STEEL SOCKET WELD 3000# COUPLING - WELDBEND OR DOMESTIC	5	EA	\$5.19	\$25.95
89	3/4" WPHY52 STD WELD CAP STEEL - WELDBEND OR DOMESTIC	25	EA	\$18.73	\$468.13
90	1" WPHY52 STD WELD CAP STEEL - WELDBEND OR DOMESTIC	25	EA	\$22.47	\$561.75
91	2" WPHY-52 STEEL WELD CAPS - WELDBEND OR DOMESTIC	25	EA	\$83.46	\$2,086.50
92	2" WPHY-52 STEEL WELD 90 DEGREE ELL. - WELDBEND OR DOMESTIC	25	EA	\$72.76	\$1,819.00
93	3/4" x 6" SCH80 TOE NIPPLE (WELD END BEVELED) - DOMESTIC OR SMITH COOPER	50	EA	\$10.43	\$521.63
94	3/4" x 12" SCH80 TOE NIPPLE (WELD END BEVELED) - DOMESTIC OR SMITH COOPER	50	EA	\$23.54	\$1,177.00
95	3/4" STEEL WELD BY WELD 800 EFV - PERFECTION	10	EA	\$48.15	\$481.50
96	25"-36" PLASTIC VALVE BOX W/ CAST IRON COLLAR	50	EA	\$133.75	\$6,687.50
97	20" EXTENSION FOR PLASTIC VALVE BOX	50	EA	\$48.15	\$2,407.50
98	5 -1/4 " "GAS" LID FOR VALVE BOX	50	EA	\$18.19	\$909.50
99	2" CAST IRON COLLAR RISER FOR 5 1/4 VALVE LID	20	EA	\$18.73	\$374.50

BID TABULATION

100	4" CAST IRON COLLAR RISER FOR 5 1/4 VALVE LID	20	EA	\$31.03	\$620.60
101	6" CAST IRON COLLAR RISER FOR 5 1/4 VALVE LID	20	EA	\$41.73	\$834.60
102	2" CASE H-35 TAPECOAT GRAY WRAP - TAPECOAT	5	CS	\$347.75	\$1,738.75
103	4" CASE H-35 TAPECOAT GRAY WRAP - TAPECOAT	5	CS	\$358.45	\$1,792.25
104	4-1/2" x 6' SCH 40 A500 GRADE B DOMESTIC STEEL PIPE BOLLARD - DOMESTIC	50	EA	\$133.75	\$6,687.50
105	4" SCH 40 PVC BOLLARD CAPS	50	EA	\$16.05	\$802.50
106	RHINO TRIVIEW TEST STATION: 66", YELLOW, UV STABLE, WITH TWO INSIDE TERMINALS AND A BLACK CAP (P/N TVTI66YB2) WITH LAWRENCEVILLE GAS DECAL (SD-9546); 2 7/8" X 16", WHITE, 5-BLK/YLW/811, WARNING GAS PIPELINE, 811, IN EMERGENCY CALL CITY OF LAWRENCEVILLE DAY TIME: 770-963-3332, EVENING: 770-963-2443 - RHINO	200	EA	\$43.87	\$8,774.00
107	RHINO TRIVIEW PIPELINE MARKER: 66" WITH BLACK CAP, UV STABLE YELLOW, (P/N TVF66YB) WITH LAWRENCEVILLE GAS DECAL (SD9546) - RHINO	200	EA	\$33.17	\$6,634.00
108	1" x 8" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$5.89	\$588.50
109	1" x 12" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$8.03	\$802.50
110	1" x 18" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	20	EA	\$10.17	\$203.30
111	1" BRASS MTR STOP BALL VALVE W/LOCKWING (RUB)	50	EA	\$23.01	\$1,150.25
112	1" STD MI BLK INSULATED UNION - DOMESTIC OR SMITH COOPER	50	EA	\$69.55	\$3,477.50
113	2" IPS SDR 11 PE2406 6500 GAS PIPE 40 FOOT STICK - PERFORMANCE PIPE	4000	FT	\$1.87	\$7,490.00
114	4" x 2", 4MM PINS ELECTROFUSE HIGH VOLUME TAP TEES BF OUTLET - IPEX OR FRIALEN	10	EA	\$104.86	\$1,048.60
115	6" x 4", 4MM PINS, ELECTROFUSE HIGH VOLUME TAP TEES BF OUTLET - IPEX OR FRIALEN	6	EA	\$192.60	\$1,155.60
116	2" STD MI BLK TEE - DOMESTIC OR SMITH COOPER	50	EA	\$20.66	\$1,033.22
117	2" STD MI BLK STREET 90 EL - DOMESTIC OR SMITH COOPER	50	EA	\$19.73	\$986.38
118	6" IPS SDR 11 PE 2708 BFUSE CAP - PERFORMANCE PIPE	25	EA	\$27.82	\$695.50
119	2" x 8" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	50	EA	\$7.76	\$387.88
120	2" x 12" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	25	EA	\$9.90	\$247.44

BID TABULATION

121	2" x 2" PE 2708 PB PT GAS RISER PIGTAIL – PERFECTION 78403	12	EA	\$144.45	\$1,733.40
TOTAL				\$812,432.15	
Will vendor hold pricing firm? Renewal Option 1				5% Increase	
Will vendor hold pricing firm? Renewal Option 2				5% Increase	
Will vendor hold pricing firm? Renewal Option 3				5% Increase	
Will vendor hold pricing firm? Renewal Option 4				5% Increase	

Recommended vendors:

Consolidated Pipe & Supply Co., Inc.
194 Hurricane Shoals Road
Lawrenceville, GA 30045
P: 770-822-9664
email: Paul.Root@cspipe.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 11, 2023

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

- Item:** Purchase and Installation of Itron Electric Meters
- Department:** Electric
- Date of Meeting:** Wednesday, October 11, 2023
- Fiscal Impact:** \$2,648,839.35
- Presented By:** Huston Gillis, Electric Director
- Action Requested:** Award Purchase of Itron Electric Meters to sole source supplier, Anixter Utility Power Solutions in the amount of \$2,648,839.35. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This purchase is for Phase 2 of a new meter system. Anixter Utility Power Solutions is the only distributor for Itron meters in the region. Phase 1 started in July of 2023 and will conclude at the end of November 2023 with the installation of over 1600 electric meters. Phase 2 will be necessary to complete the project and have full deployment of over 12,000 electric meters (commercial and residential), along with all data-capturing hardware and computing software.

Background: The city currently operates an AMR-style electric meter. Each meter has to be read with a “drive-by” device that captures the meter data 1 time a month. The AMI meter will report back through various devices to a centralized server that will allow multiple data reads per day. The initial phase will build the backbone of the system and start deploying the newer meter technology followed by phase 2 which will replace all electric meters.

Fiscal Impact: Amount of \$2,648,839.35. This project is funded by the 2023 SPLOST Fund. Project SP-020.

Attachments/Exhibits:

Council agenda for phase 1. 1/30/2023

Phase 1 Quotation

Phase 1 Meter Change out P.O.

Phase 2 Quotation

Exhibit B Meter Change Out Quotation

Sole Source Documentation



CITY OF LAWRENCEVILLE

PO Box 2200
Lawrenceville, Georgia 30046-2200
PH: (770) 963-2414

Bill To 1519A
Accounts Payable
PO Box 2200
Lawrenceville, GA 30046

Ship To 4600
Electric Department
435 West Pike St.
Lawrenceville, GA 30046

Vendor 3357
ANIXTER INC.
P.O. BOX 842584
DALLAS, TX 75284-2584

Purchase Order

Fiscal Year 2024 Page 8 of 1

This number must appear on all invoices, packages, and shipping papers.

Purchase Order Number **00240395**
Purchase Order Date 09/21/2023
Department Electric
Contract 361

Please email all invoices to AP.Invoices@lawrencevillega.org

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	POWERSOLUTIONSREMITTS@ANIXTER.WESCODIST.COM	3357	1811	Kat Todd	

NOTES

AMI SERVICES AGREEMENT
The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	AMI SERVICES AGREEMENT-METER CHANGE OUT Project SP-020 . 2023SPLOST	1.0000	EA	\$45,895.0000	\$45,895.00

Purchase Order, together with the vendor's verbal or written quotation or Sealed Bid/Proposal, form a binding agreement upon the agreed terms between parties. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment. All goods are to be shipped F.O.B. Destination unless otherwise stated. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City. All goods and equipment must meet or exceed all necessary city, state, and federal standards and regulations. Vendor or manufacturer bears risk of loss or damage until property received and/or installed. The City is exempt from all federal excise and state tax – ID#58-60000604

Total Ext. Price \$45,895.00

Purchase Order Total **0**



6700 Oakley Industrial Blvd
UNION CITY, GA 30291

TANTALUS/ITRON ERT OVERLAY-
BUDGETARY QUOTE

8.

www.anixterpowersolutions.com

Phone: 404.691.2605
Fax: 770.798.1309

Quotation: **U00698467.06**

To: **CITY OF LAWRENCEVILLE
ELECTRIC DEPARTMENT
435 WEST PIKE STREET
LAWRENCEVILLE, GA 30046**

Issued Date: **Jan 30, 2023**

Expiration Date: **Mar 01, 2023**

Sales Contact: **Andy Staker**

Attn:

(P) 404.223.1823

Phone:

(F) 404.691.4736

Fax:

andrew.staker@anixter.com

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
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ADV. METERING COLLECTORS & TRANCEIVERS

1		TR-1901 900 MHZ LAN REPEATER- ROUTER (INCLUDED BKT)	13	350.000	EA	4,550.00
2		VC-820-GE LTE CELLULAR ROUTER 1-PORT (DC) GEN	4	1,405.000	EA	5,620.00
3		VC-934 VERSA COLLECTOR 1000 ENDPOINTS W/ BATT BACKUP	4	4,610.000	EA	18,440.00

SECTION TOTAL: \$28,610.00

IITRON METERS + TANTALUS MODULES INSTALLED

4		2S CL200 C2SXD C2SXD-- 2S CL200 C2 W/ DISC W/ TANTALUS DEL: METER, MODULE, & SOFTWARE LICENSE PRICED TOGETHER- INCLUDES ITRON SURCHARGE	1650	186.500	EA	307,725.00
5		TC-1220-RD TANTALUS SINGLE PHASE MODULES FOR C2SXD DISC	1650	0.000	EA	0.00

SECTION TOTAL: \$307,725.00

DEPLOYMENT TOOLS

6		DT-116 CENTRON REGISTER RESET KEY	1	40.000	EA	40.00
7		DT-400-VM-BUN FIELD DEPLOY TOOLS AS WINDOWS VM SCANNER, DONGLE	1	1,850.000	EA	1,850.00

SECTION TOTAL: \$1,890.00



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UNION CITY, GA 30291

TANTALUS/ITRON ERT OVERLAY-
BUDGETARY QUOTE

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www.anixterpowersolutions.com

Phone: 404.691.2605
Fax: 770.798.1309

Quotation: **U00698467.06**

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
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SERVICES

8		SV-1000 DEPLOYMENT SERVICES, DAILY RATE, MANAGEMENT	1	84,750.000	EA	84,750.00
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SECTION TOTAL: \$84,750.00

HOSTED SERVICES

9		SV-4005 TCC HOSTING SERVICES- MONTHLY RATE	12	1,075.000	EA	12,900.00
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DEL: REOCCURING FEE- ONLY FIRST YEAR SHOWN

SECTION TOTAL: \$12,900.00

NETWORK SERVER SOFTWARE

10		TCC-2005 TUNet CONTROL CENTER LICENSE- 50K ERML	1	51,750.000	EA	51,750.00
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11		NSE-400 TRUScan/ ERT ELECTRIC- ONE TIME FEE PER METER	10243	2.250	EA	23,046.75
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12		NSE-410 TRUScan/ ERT GAS- ONE TIME FEE PER METER	12500	2.250	EA	28,125.00
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13		NSE-201 LICENSE MODULE	1650	0.000	EA	0.00
----	--	----------------------------------	------	-------	----	------

DEL: * PRICED W/ METER IN METER SECTION

SECTION TOTAL: \$102,921.75

QUOTE TOTAL: \$538,796.75

GRID OPTIMIZATION SOLUTION

14		GRA-SSB TGRA SaaS STD ANNUAL SUBSCRIPT-1ST 10K MTR 2 USE	1	9,000.000	EA	9,000.00
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15		GRA-SSS TRGA SaaS STANDARD SETUP	1	5,000.000	EA	5,000.00
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SECTION TOTAL: \$14,000.00



6700 Oakley Industrial Blvd
UNION CITY, GA 30291

TANTALUS/ITRON ERT OVERLAY-
BUDGETARY QUOTE

8.

www.anixterpowersolutions.com

Phone: 404.691.2605
Fax: 770.798.1309

Quotation: **U00698467.06**

MAINTENANCE

16	SL-1001 SERVICE LEVEL- STD MAINT AND SUPPORT <16K METERS	1	9,375.000	EA	9,375.00
17	SM-2005 TC-2005 TUNet SOFTWARE MAINT 1 YR C CLASS	1	10,300.000	EA	10,300.00
18	TAL-420 TRUScan ANNUAL MAINT PER YEAR, PER METER FOR ERT	22743	0.500	EA	11,371.50

SECTION TOTAL: \$31,046.50

Special Notes

- 1) All items are In Stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.

NOTES:

- Prices are in US Dollars.
- Price does not include shipping. All products are shipped FOB Shipping Point.
- Service time does not include installation of meters, collectors, repeaters, or other infrastructure equipment.
- Tantalus service time will be billed at actual. If additional days are necessary, Customer will be billed at the rate of \$1,500.00 per day.
- This quotation may contain allowances, discounts and/or promotional pricing. The prices quoted are valid for 30 days from the date of this quote.
- Additional equipment purchases and services shall be invoiced at Tantalus' then current list price.
- Annual license and support and maintenance fees apply. Please work with your account representative to determine specific costs for your equipment.

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE ANIXTER TERMS AND CONDITIONS OF SALE PUBLISHED AT THE LINK BELOW ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

<http://www.anixter.com/TERMSANDCONDITIONS>

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.

The impacts of COVID-19 cannot be reasonably determined at this time. This quote/proposal does not account for any potential adverse impacts COVID-19 may have on Anixter's performance or obligations herein. In the event of any delays or adverse impacts, Anixter reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind.



Meter Changeout Process

Prepared for: City of Lawrenceville, GA

July 24, 2023

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WESCO AMI METER CHANGE-OUT SERVICES OVERVIEW

EXECUTIVE SUMMARY & WESCO METERING HISTORY

Wesco Metering Services has over 80 years of experience in the metering industry, including 25 years providing full turnkey AMR and AMI installation and integration solutions. Wesco has a group of 60+ associates solely trained for Automation and Metering Projects in the utility market. Our comprehensive metering capabilities, expertise and resources, coupled with the financial strength of WESCO allow us to simultaneously manage multiple AMR and AMI projects. We have a nationwide footprint with a strategic focus on the metering and automation market. Below is a visual representation of our experience and quantities of meters installed:

<p>80+ Years Experience in Metering Business</p> 	 <p>Largest Distributor to Electric Utilities</p>  <p>Experienced Technical Team</p>	<p>200+ Successful AMR/AMI Projects</p> 
<p>3,000,000+ Meters Installed</p> 		 <p>Local, Regional & National Support</p>
<p>25+ Years Experience in Turnkey Integrations</p> 		<p>6 Dedicated Service Centers</p> 

Project Management

Wesco provides a dedicated Project Manager assigned to the project from beginning to end, who employs a Comprehensive, Focused, and Proactive project management methodology

Comprehensive

The Wesco project manager provides overall coordination with the customer, contractors, vendors, and all other parties required in the matter of project delivery and execution. The project manager provides support throughout the planning, build, and deployment phases, providing logistical continuity for the project duration. This includes the creation and maintenance of a master project schedule, addressing general questions and concerns, and providing overall program facilitation – From tracking initial deliveries of equipment to arranging training sessions and workshops, and everything in-between.

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Focused

Wesco hosts recurring meetings as agreed to with the project team to coordinate activities between the parties, both remotely and on-site, to include status reporting of the overall project progress, addressing issues as they arise, and tracking outstanding action items.

Proactive:

The Wesco project management methodology is forward-looking, providing continuous evaluation of tasking over the horizon to ensure appropriate teams are aware and prepared for upcoming activities. The project manager will work with the team to create efficient paths of communication between the parties for all matters of the project, including prioritization and routing of communication requests for technical or programmatic inquiries to the appropriate personnel. The project manager’s role is also to ensure each party is aware of current and future responsibilities, and associated timeframes per the project schedule, to facilitate timely project execution.

Wesco AMI Services Portal (WASP)

Our Wesco AMI Services Portal (WASP) is a highly customizable, proven system for managing large-scale change-out programs. The combination of technology, experienced installers, and top-notch project managers allows Wesco to provide customers with unmatched services that are performed quickly, safely, cost effectively, and in a high quality, value-added way.

The WASP was developed internally and continuously maintained by Wesco staff, not IT contractors. The WASP was created solely for the purpose of tracking and managing metering system change-out programs. The systems key attributes include a proven and successful track record of accurately tracking installation data and efficiently transferring that data to the customer billing system. Another key attribute of this system is its ability to schedule and track installations. Our project managers and field crews leverage this proprietary system to manage and track an AMI electric meter change-out program.

Our installation team will utilize Handheld Data Collectors (HDC) with bar code scanners. These handheld devices allow us to gather installation data efficiently and accurately. Once collected, this data can be formatted to allow for easy uploading to the utility’s billing system. The WASP is a highly customizable, proven system for managing large-scale electric meter change-out projects. The WASP allows for the convenient tracking of all important details associated with a meter change-out program including:

- Customer Account Data (account number, address)
- Existing customer service information & customer contact records
- Installation details
- Work progress tracking (routes, incomplete lists, etc.)
- Installer
- Old and new meter readings

At the beginning of a change-out program, all relevant existing customer data is downloaded to the WASP. Data such as customer account number, name, address, phone number, and any known details associated with the existing service are downloaded to the system. The WASP

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includes a series of data fields for purposes of capturing appropriate information associated with the installation program. The WASP database is customized to ensure capture of all relevant data in order to populate our customer's database(s) and/or GIS. Examples of field types can include collection of informational data could include meter tampering, photographs of meter, GPS coordinate, etc. All data collected can be transmitted in an electronic format that is compatible with the existing billing system.

**Custom Mobile App
Preinstalled on HDC**



**Custom Mobile App
Account Entry**

ACCOUNT NUMBER	LOCATION
000000000010	30300268-01
ROUTE	SEQUENCE
099	183
ADDRESS	
718 MAIN ST	
NAME	
49'ER MOTEL	
CANCEL	
BACK	NEXT

**Custom Mobile App Meter
Data Entry**

OUT READ	CONFIRM
DEMAND	CONFIRM
0	
KVAR	CONFIRM
NEW METER #	MODULE #
PICTURE1	PICTURE2
CANCEL	
BACK	NEXT

The combination of technology, accurate data collection, and seasoned project managers allows Wesco to provide customers with unmatched services that are performed quickly, safely, cost effectively, and in a high quality, value-added way.

Field Installation Reports

Each Wesco installation technician will be provided with a Handheld Data Collector (HDC) that will be specifically programmed to prompt the technician to input the data agreed to be collected for a given project.

The HDC is a multifunction device. It is capable of capturing barcode data from newly installed or existing equipment. Barcode scanning allows for quick and accurate input of serial number data from equipment. In the event a bar code is not available, the technician will key in the appropriate serial numbers. Whenever possible, pull down menus or look-up lists are used to minimize technician data entry errors for entries such as size/type of equipment installed or type/condition of the existing service.

The HDC syncs to the WASP server via cellular data. The data is synced real time and multiple HDC's can be used syncing to the same real-time database. Daily the data is compared to data already residing within the WASP and is either appended to the data set or, if a conflict is identified, the APS Project Manager would reconcile the discrepancy. Once this data is reconciled, it is then available for review by our customer. Typically install data files are reconciled and made available by the next business day.

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WESCO PROPRIETARY SOFTWARE OVERVIEW

Wesco AMI Services Portal (WASP) Dashboard



1. Breakdown of installs monthly, daily, and hourly
 - a. Data in the WASP is up-to-the minute and constantly auto-populated with data from the HDC's in the field
2. Progress and trending reports
3. Failed attempts log

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Wesco AMI Services Portal (WASP) Details Tab

ANIXTER Electric Utility
Change Password Logout

Dashboard Install Details Quality Inventory Schedule Extras Login Log

Customer Search

Resp Party: [dropdown] Tech ID: [input] Start Date: [input] End Date: [input] Old Meter: [input] New Meter: [input] SP ID: [input] Address: [input] Trouble Code: [dropdown] Route: [dropdown] Service: [dropdown] Territory: [dropdown]

Show 10 entries

Date	New Meter	Address	Old Meter	Attempt
06/16/2016	1224718330914	6006 E 153RD TER,APT B/GRANDVIEW,MO	AB89254450	
06/16/2016	1224718330913	6006 E 153RD TER,APT A/GRANDVIEW,MO	LG13295	
06/16/2016	1224718333648	6007 E 152ND TER, # B/GRANDVIEW,MO	AB8820	
06/16/2016	1224718331755	8400 E 161ST ST/BELTON,MO	LG8673	
06/16/2016	1224718333647	6007 E 152ND TER, # A/GRANDVIEW,MO	DU2170	
06/16/2016	1224718327150	16105 SPEAKER AVE/BELTON,MO	AB98400673	
06/16/2016	1224718331937	15400 BELLAIRE AVE, # L/GRANDVIEW,MO	LG78108807	
06/16/2016	1224718328447	6412 E 150TH ST/GRANDVIEW,MO	AB92250486	
06/16/2016	1224718330953	6007 E 153RD ST,APT B/GRANDVIEW,MO	LG84855803	
06/16/2016	1224718332178	6106 E 155TH ST/GRANDVIEW,MO	LG87494616	

Showing 1 to 10 of 868 entries (filtered from 187,231 total entries)

Responsible Party: HDS
SP ID: 4204696295
Address: 6006 E 153RD TER,APT B/GRANDVIEW,MO
Old Meter: AB89254450
Out Read: 49709
Demand: 0
New Meter: 1224718330914
Route: 01M013
Route Scheduled: 06/13/2016
Latitude: 38.84503639
Longitude: -94.52521033
Date Changed: 06/16/2016 14:26:00
Trouble Code:

Failed Attempts:

Tech ID: H0555
Comments: [input]

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1. Search functionality using any meter detail and/or date range
 - a. Can empower utility CSR's to respond to inquiries quickly and provide data
 - b. Some customization is available to add additional fields (i.e. the meter seal barcode or whether service is Overhead of Underground)
2. Data repository with Excel download capabilities enabling the utility to sort and analyze data
 - a. Data also auto-transferred to customer ERP nightly)
3. New and old meter images – Zoom feature allows for reviewing all meter details including the meter seal installation and serial numbers
4. Map log of install
5. Our custom mobile application automatically photographs the meter when it's positioned appropriately ensuring clear images are uploaded

The information contained herein is proprietary and confidential to Wesco and shall not be released or disclosed to any third party without prior written approval.

PROCEDURES

Over many years of performing meter changeouts for utilities, Wesco has developed Standard Operating Procedures (SOP's) related to our exchange procedures. These SOP's are in place to ensure safety, quality, and proper documentation of our meter changeout services for each utility.

SOP for Residential single phase 120/240 volt services/accounts

1. Arrive and verify site location information staying on public roadways when possible.
2. Notify member \ customer of the meter exchange, proceed if no answer.
3. Conduct a visual inspection of meter site.
 - a. Identify obstructions and hazards
 - b. Visually inspect socket and meter prior to cutting the seal.
 - c. Obstructions and hazards identified will be noted in the change out record based on utility guidelines and the meter exchange will continue.
 - d. If any obstructions or hazards are identified that will prevent the meter exchange, then the meter will be skipped in WASP and the technician will continue to the next meter on the route. Hazards causing public safety concerns will result in a phone call to the utility contact.
4. Verify information on the service order matches the existing meter nameplate and meter socket.
5. Record meter readings and customer requested information.
6. Take picture of old meter while still in-service close-up with reading clearly visible.
7. Confirm appropriate PPE in place prior to opening the meter socket.
8. Cut seal on meter and remove cover or ring.
 - a. Note if meter seal has been removed/cut.
9. Remove old meter.
10. Do a visual inspection of meter base and socket, wiring, and wiring to the meter recording or reporting any concerns.
11. Take a picture of the empty meter socket
12. Install new meter with correct form.
13. Replace the meter ring and/or cover and reseal meter.
14. Scan the utility meter number and AMI bar code on newly installed meter
15. Capture GPS coordinates
16. Confirm the meter is energized before leaving the site by verifying that the LCD screen on the meter displays.
17. Take picture of new meter while still in service with new meter seal visible

The information contained herein is proprietary and confidential to Wesco and shall not be released or disclosed to any third party without prior written approval.



Polyphase Self-Contained Metered services/accounts

1. Arrive and verify site location information staying on public roadways when possible.
2. Notify member \ customer of the meter exchange, proceed if no answer.
3. Conduct a visual inspection of meter site.
 - e. Identify obstructions and hazards
 - f. Visually inspect socket and meter prior to cutting the seal.
 - g. Obstructions and hazards identified will be noted in the change out record based on utility guidelines and the meter exchange will continue.
 - h. If any obstructions or hazards are identified that will prevent the meter exchange, then the meter will be skipped in WASP and the technician will continue to the next meter on the route. Hazards causing public safety concerns will result in a phone call to the utility contact.
4. Verify information on the service order matches the existing meter nameplate and meter socket.
5. Record meter readings and customer requested information.
6. Take picture of old meter while still in-service close-up with reading clearly visible.
7. Confirm appropriate PPE in place prior to opening the meter socket.
8. Cut seal on meter and remove cover or ring.
 - a. Note if meter seal has been removed/cut.
9. Remove old meter.
10. Do a visual inspection of meter base and socket, wiring, and wiring to the meter recording or reporting any concerns.
11. Take a picture of the empty meter socket
12. Install new meter with correct form.
13. Replace the meter ring and/or cover and reseal meter.
14. Scan the utility meter number and AMI bar code on newly installed meter
15. Capture GPS coordinates
16. Confirm the meter is energized before leaving the site by verifying that the LCD screen on the meter displays.
17. Take picture of new meter while still in service with new meter seal visible

Polyphase Transformer-Rated Metered services/accounts

1. Coordinate meter change with Utility Operations Crews to be on site in case of needed repairs or to open up transformer bank.
2. Arrive at the location.
 - a. Do not drive across private property, stay on the roadways.
3. Contact customer and make aware of your intentions.
4. Conduct a visual inspection of installation.
 - a. If the installation does not appear to be up to current standards, **Do Not Proceed.**
 - b. Note the meter number and continue to the next location.
 - c. Provide information to project manager by end of the work day.
5. Verify meter number with meter numbers in hand held.
6. Verify information for service order (i.e. meter number, form number, voltage etc.)
7. Record Data (i.e. kWh reading, kW reading etc.)
8. Take picture of old meter while still in service close-up with reading clearly visible.
9. Confirm appropriate PPE is in place.
10. Remove seal on meter and test switch.
 - a. Note if meter seal has been removed.
11. Do a visual inspection of test switch, wiring, and wiring to the meter
12. Inspect wiring in the C.T.
13. Open test switch (keep meter circuit metering as long as possible)
14. Remove old meter
15. Install new meter
16. Replace the meter ring and/or cover and reseal
17. Close test switch
18. Scan radio bar code on meter
19. Scan meter number bar code
20. Capture GPS coordinates
21. Take picture of new meter while still in service with new meter seal visible

PRICING

Item No.	Est. Qty	Description	Unit	Unit Price	Ext. Price
1	10,000	Single Phase Meter Install 240V & Below – Full Deployment	EA	\$18.20	\$182,000.00
2	1,000	Three Phase Self-Contained, Transformer Rated, & Single Phase 480V Meter Install	EA	\$60.50	\$60,500.00
3	1	Software Setup & Mobilization	EA	Charged in Phase 1	
				Total Project	\$242,500.00

- The pricing listed above is based on these assumptions, pricing is subject to change in the event of changes in the items listed below:
 - Prevailing wage is assumed as not being a requirement on this project.
 - 70% of the meters listed above will be installed by Wesco technicians.
 - Meter deliveries will not impact performance of the project.
 - Unless otherwise noted, all pricing listed is for meters installed during 2024.
 - 2025 installs are subject to a 5% increase.
 - Wesco will not have a call center; options are available upon request.
- Meter deployment will be completed on a mutually agreed schedule between Wesco and the contracting utility.
- Meter form definitions for SOW and pricing.
 - Single Phase Forms: 1S, 2S, 2SE, 12S Network (120/208), 12SE Network (120/208), 3S, and 4S.
 - A-base adapters are not included, only 3S and 4S adapters can be installed.
 - Three Phase Self-Contained: Single Phase 480V, 2K, 12S, 12SE, 14S, 15S, 16S, 17S, 12K, 15K, and 16K.
 - A-base adapters are not included and cannot be installed.
 - K-Base adapters are not included but can be installed.
 - Three Phase Transformer-Rated: 5S (45S), 6S (36S & 46S), 8S, 9S, and 10S.
 - A-base adapters are not included but can be installed.
 - 7S meters cannot be changed out or converted by Wesco technicians.

The information contained herein is proprietary and confidential to Wesco and shall not be released or disclosed to any third party without prior written approval.





2111 North Molter Road
Liberty Lake, Washington 99019
509.924.9900 Tel
509.891.3355 Fax
800.635.5461
www.itron.com

January 30, 2023

City of Lawrenceville, GA
Mr. Huston Gillis
18 South Clayton Street
Lawrenceville, GA 30045

RE: Itron Sole-Source distributor for electricity metering product in Georgia

Dear Mr. Gillis:

This letter is to inform you that **Wesco | Anixter** is the sole-source Electricity Products Distributor for Itron in Georgia. No other Itron Distributors are authorized to sell or quote Itron electric metering products in Georgia. Please let me know if you have any questions or require further information.

Sincerely,

A handwritten signature in black ink that reads "Mark E. Bruss". The signature is written in a cursive, flowing style.

Mark E. Bruss
Itron, Inc.
Channel Field Sales Manager
e-mail: mark.bruss@itron.com
Phone: 314-406-4561



LAWRENCEVILLE

GEORGIA

Requester Name and Title: Huston Gillis Electric Director

Note: Requester must be able to defend this justification.

Requester Department: Electric

Requested Single/Sole Source Supplier:

Company Name Anixter
Contact Name Tim Royster
Address 6700 Oakley Industrial BLVD
City Union City **State** GA **Zip Code** 30291
Phone Number 770-480-3452 **E-mail** timothy.royster@anixter.wescodist.com

Is the recommended company the manufacturer? Yes No

Does the manufacturer sell the brand item(s) through distributors? Yes No

Description of Product or Service:

(if additional space is needed, include them in a separate page)

Advanced metering collector will be installed to capture the meter reading data for both Electric and Gas meters deployed within the City.

Describe the full scope of work contemplated including installation if required; items should include brand, model and part number if applicable;

Estimated Cost: \$ 2.2 million

Annual **One Time**

Single / Sole Source / Sole Brand Justification

SINGLE / SOLE SOURCE / BRAND SPECIFIC RATIONALE

Explain why the recommended product/company/brand is the only product/company/brand that can meet the requirement. Address the following: Are there any other products/companies that can do this job? What condition (e.g. technological superiority, or performance risks, etc.) exists so that the recommended product/company has a significant advantage over any other products/company that can do this job?

It is important to sufficiently address the key reason for awarding an order without soliciting competitive bids. The rationale must be clear and convincing, avoiding generalities and unsupported conclusions.

Existing electric and gas meters currently use a system provided by the itron meters. The billing data is captured through this system and internal hardware is already in place to make the needed upgrade in the field. Anixter is the vendor that has the ability to sale the itron products for electric meters in the state.

(if additional space is needed, include them in a separate page)

Complete the following checklist

A specific product/company is the only source of the required product/service because (check all that apply):

Must match existing piece of equipment available only from the same source of original equipment. Provide documentation from supplier supporting that no other supplier can supply this.

It is not possible to obtain competitive bids for consideration (i.e., only one source is capable of supplying the goods/service or meeting the requirements). I have attached the pertinent documentation showing what market research was conducted to preclude other brands or vendors from consideration. *In a brief explanation, provide supporting evidence for the conclusion; other sources considered should be listed, along with explanation of why they are unable to meet the requirements.*

(if additional space is needed, include them in a separate page)



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 11, 2023

AGENDA CATEGORY: DISCUSSION OF GENERAL CITY BUSINESS

- Item:** Resolution of the City of Lawrenceville in support of the application for a roadside enhancement and beautification council grant through the Georgia Department of Transportation
- Department:** Public Works
- Date of Meeting:** Wednesday, October 11, 2023
- Fiscal Impact:** \$0.00
- Presented By:** Jim Wright, P.E., Director of Public Works
- Action Requested:** Approval of Resolution in support of the application for a roadside enhancement and beautification council grant.

Summary: The Georgia Department of Transportation has an open call for applications for the Roadside Enhancement and Beautification Council (REBC) Grant. The grant provides funding for roadside enhancement and beautification projects along Georgia’s roadsides. The funds may be used only for landscape plant material and its installation for the furtherance of roadside enhancement and beautification projects along state routes in Georgia. Applications are due December 1, 2023. There is no required match by the City and up to \$50,000 may be awarded.

Attachments/Exhibits: Resolution



A RESOLUTION* OF THE Mayor and Council OF THE City of Lawrenceville, GA

WHEREAS, many roadside areas within Department of Transportation rights of way must be maintained and attractively landscaped; and

WHEREAS, the Mayor and Council of the City of Lawrenceville, GA desire(s) to beautify and improve various rights of way by landscaping within the City of Lawrenceville, GA; and

WHEREAS, the Mayor and Council of the City of Lawrenceville, GA desire(s) to authorize the City Manager to apply for an REBC Grant from the Georgia Department of Transportation, and if awarded, to enter into a Mowing and Maintenance Agreement between City of Lawrenceville, GA and the Georgia Department of Transportation.

NOW THEREFORE,
BE IT RESOLVED by the Mayor and Council of the City of Lawrenceville, GA

Section 1. The Mayor and Council of the City of Lawrenceville, GA hereby authorize(s) the City Manager to apply for an REBC Grant. Upon award of the grant, the City Manager shall enter into a Mowing and Maintenance Agreement between the City of Lawrenceville, GA and the Georgia Department of Transportation.

Section 2. The City/County Clerk of City of Lawrenceville, GA is hereby directed to send copies of this Resolution to the Department of Transportation and all other persons as directed by the City of Lawrenceville, GA.

APPROVED AND ADOPTED by the Mayor and Council of the City of Lawrenceville, GA at the regular meeting assembled this _____ day of _____, 20____.

ATTEST:

CITY/COUNTY CLERK

EXECUTIVE OFFICER

(City Seal)

APPROVED AS TO FORM:

CITY/COUNTY ATTORNEY

SPONSORED BY: _____ of the _____

* This Resolution is an anticipatory document to allow the local government entity to be aware they will eventually be required to sign a Mowing and Maintenance Agreement for the roadside enhancement site.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION
AGENDA CATEGORY: DISCUSSION OF GENERAL CITY BUSINESS

Item: Employee Health Insurance Renewal

Department: City Manager

Date of Meeting: Wednesday, October 11, 2023

Fiscal Impact: Final Amounts TBD at Meeting

Presented By: Michael Fischer, Assistant City Manager-Operations

Action Requested: Discussion of coverage and costs associated with the renewal of the Employee Health Benefits and approval to move to the Regular Mayor and City Council Meeting of October 23, 2023.

Summary: City health and related coverages approval:

- Renew contract with independent Third Party Administrator (TPA) currently using *HealthEZ*
- Continue using the Cigna network (PPO).
- Continue with stop loss insurance currently using Voya.
- Continue with an independent Pharmacy Benefits Manager (PBM). Currently using EHIM.
- Continue with an Independent Wellness consultant, currently using Corporate Health Partners. This has been successful and we think it will continue to benefit our employees and the City.
- Continue with dental coverage currently using Anthem.
- Continue with vision coverage currently using Anthem.
- Continue with life insurance, short-term and long-term disability coverages, currently using OneAmerica.
- Keep Aetna Continue with Medicare Advantage Plan for retirees, currently using Aetna.

2023 Current Plan Year

- The city currently offers three plans – PPO Plan A, PPO Plan B and a high-deductible plan with a Health Saving Account (HSA) with a City contribution. Each Plan has an earned wellness component to allow employees and other covered members to earn monetary contributions by participating in wellness activities. Coverage will be based on a three-tier model:
 - 1. Employee only
 - 2. Employee and other
 - 3. Family

Fiscal Impact: The final cost of the Employee Insurance Benefits will be presented at the Work Session once received by the city’s health insurance broker MSI Benefits. The carriers will provide final coverage costs once they receive the September claims reports.

Attachments/Exhibits: Presentation of final Employee Health Benefits Costs for 2024 Renewal



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 11, 2023

AGENDA CATEGORY: GENERAL CITY BUSINESS

- Item:** Lions Club Lease Agreement
- Department:** City Manager
- Date of Meeting:** Wednesday, October 11, 2023
- Fiscal Impact:** none
- Presented By:** Barry Mock, Assistant City Manager
- Action Requested:** Approve the lease agreement as presented, and grant authorization for the Mayor to execute said agreement subject to review by the City Attorney.

Summary: Lions Club of Lawrenceville has been leasing the Boy Scouts building and using one of the rooms upstairs for their meetings. With Impact46 occupying the upstairs, this has presented some complications. The Lions Club asked if they could modify the lease agreement & lease the basement area. This agreement represents this modification.

Attachments/Exhibits: Lions Club Lease Agreement

**AGREEMENT FOR USE
OF PROPERTY AT WATER WORKS ROAD BY LAWRENCEVILLE LION’S CLUB**

WHEREAS, Lawrenceville Lions Club, Inc., (hereinafter “TENANT”) seeks to use the property at Water Works Road, Lawrenceville, Georgia, Tax Parcel R5175 031, portion (hereinafter “the Subject Property”), which is attached hereto and incorporated herein as Exhibit A by reference, and desires to use the Subject Property for meeting purposes; and

WHEREAS, the former ground lease dated May 1, 1999 with the Lawrenceville Lions Club was for use of the underlying real property to build a Boy Scout Hut for exclusive use of Boy Scout Troop 54; and

WHEREAS, based on the terms of the prior lease, once the property stopped being used by Boy Scout Troop 54 due to the Troop disbanding, the Lions Club conveyed a quit-claim deed relinquishing any ownership in the Subject Property to the CITY OF LAWRENCEVILLE, GEORGIA (hereinafter “CITY”); and

WHEREAS, TENANT currently desires to utilize the basement of the Subject Property for meetings twice per month and has requested that TENANT be permitted to use the basement of the Subject Property for meeting space; and

WHEREAS, TENANT and CITY desire to memorialize the terms and conditions of TENANT utilizing the basement of the Subject Property in a written document; and

WHEREAS, TENANT and CITY entered into an initial agreement in June of 2021 and now wish to amend and replace the initial agreement whereby this agreement shall replace and supersede any prior agreements between the parties hereto.

NOW THEREFORE in consideration of the transfer of the Subject Property from TENANT to CITY as referenced above, the payment of One Dollar the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration, TENANT and CITY hereby agree as follows:

- 1. Beginning September 1, 2023, rent shall be paid by TENANT at the rate of Twenty Dollars (\$20) per month. This agreement shall be a month-to-month use of the Subject Property and as such either party may terminate this agreement upon written notice to the other party providing at least thirty (30) days’ written notice of termination. This agreement shall commence on September 1, 2023 and shall automatically renew on a monthly basis unless terminated in writing as set forth herein or upon its final expiration on or about December 31, 2027. This agreement shall in no case be renewed beyond and shall have a termination date no later than December 31, 2027.

Notice to the TENANT shall be delivered to:

Mr. Brian Donegan, President
Lawrenceville Lions Club
1675 Reynolds Mill Dr.
Lawrenceville, Georgia 30043

Notice to the CITY shall be delivered to:

Mr. Chuck Warbington, City Manager
P.O. Box 2200
Lawrenceville, Georgia 30046

TENANT shall be responsible for garbage collection and generally leaving the facility clean with the TENANT's use of the Subject Property. TENANT agrees to carry at its own expense public liability insurance covering the Premises and TENANT's use thereof, in a form reasonably satisfactory to CITY with minimum of \$1,000,000.00 on account of bodily injuries to and death of more than one person as a result of any one accident or disaster and to deposit said policy or policies (or certificates thereof) with CITY prior to the date of any use or occupancy of the Premises by TENANT; said policy shall protect TENANT and CITY, as their interest may appear (including but not limited to naming CITY as an additional insured party).

2. The CITY shall be responsible for maintaining property and liability insurance on the Subject Property and structures thereon but shall not be responsible for maintaining any insurance on any personal property or contents belonging to TENANT. TENANT shall be responsible for obtaining renters' insurance or other appropriate insurance if TENANT desires for personal property and contents to be insured during time of use. In the event of fire or other casualty or such other governmental ordinance, rule regulation or law that renders the Subject Property uninhabitable, the right of TENANT to use the Subject Property shall terminate immediately and the CITY shall have the right to immediate possession of the Subject Property.

3. Should TENANT fail to vacate use of the Subject Property on or before any date of termination given in compliance with this rental, the CITY shall have the right to immediate possession of the Subject Property. Should TENANT not have vacated the Subject Property on or before such date and time, TENANT shall be considered a TENANT at sufferance and may be immediately removed from the premises. Any property of TENANT remaining on the subject property as of such date and time, shall be considered abandoned, and the CITY shall have the right to remove the property and dispose of said property in any manner deemed appropriate, and shall owe absolutely no duty to TENANT regarding the abandoned property.

4. CITY shall be responsible for maintenance and utilities of the facility at the CITY's discretion with the intent to have a clean, well-maintained facility for community use.

5. CITY shall own and operate the facility as the CITY best decides and is in no way obligated to Lions Club beyond providing meeting space twice per month. Nothing prevents the Lions Club and City to agree to other uses of the facility from time to time.

6. CITY may use or allow other entities to use the facility at the CITY's sole discretion. Anyone using the facility will be responsible for keeping the facility clean and damage free.

7. TENANT shall not sublet, assign, or otherwise convey the right to use the Subject Property to any person, individual, corporation, partnership, association or other legal entity.

8. Improvements. TENANT shall have the right to paint the interior of the basement area. Paint color shall be approved by the CITY. TENANT shall have the right to install a sign outside the basement door of building. Sign shall be approved by CITY prior to installation.

9. Indemnity and Hold Harmless. TENANT shall indemnify and save harmless the CITY from and against any and all loss, cost (including reasonable attorney's fees), damage, expense and liability in connection with any and all claims for damages as a result of injury or death of any person or property damage to any property sustained by TENANT or TENANT's guests, invitees, etc., regardless and irrespective of the cause of such claims for damages.

It is so agreed this _____ day of September 2023.

LAWRENCEVILLE LIONS CLUB

By: _____
Brian Donegan, President

DATE: _____

By: _____
Kathryn Gibbs, Treasurer/Secretary

DATE: _____

CITY OF LAWRENCEVILLE, GEORGIA

By: _____
David R. Still, Mayor

DATE: _____

ATTEST: _____
Karen Pierce, City Clerk

DATE: _____



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION
AGENDA CATEGORY: NEW BUSINESS

- Item:** Approve Contracts of ReCAST Sub-Recipient Partners, ReCAST Program Director and ReCAST Program Manager Salary Increase
- Department:** Community Relations & Communications
- Date of Meeting:** Wednesday, October 11, 2023
- Fiscal Impact:** \$0
- Presented By:** Marcus Thorne, ReCAST Program Manager, and Jasmine Billings, Community & Economic Development Director
- Action Requested:** Approve contract of ReCAST sub-recipient partners, Families First, Georgia Center for Opportunity, Impact46 and ReCAST Program Director. Approval is also sought for the Year 3 ReCAST Program Manager Salary Increase.

Summary: Approval of these items will keep existing ReCAST Partners, and the Current Program Manager, in place for Year 3 of ReCAST Lawrenceville. ReCAST stands for Resiliency in Communities After Stress & Trauma and is a grant program awarded through the Substance Abuse & Mental Health Services Administration.

- Attachments/Exhibits:**
- ReCAST Year 3 Contract for Families First
 - ReCAST Year 3 Contract with Georgia Center for Opportunity
 - ReCAST Year 3 Contract with Impact46
 - ReCAST Year 3 Program Manager Salary Increase
 - ReCAST Year 3 Program Director Contract

**SUBRECIPIENT AGREEMENT
BETWEEN
CITY OF LAWRENCEVILLE AND FAMILIES FIRST, INC.**

This Agreement is made between the City of Lawrenceville (herein called the Local Government) and Families First, Inc. (herein called Subrecipient) for the Lawrenceville ReCAST Grant (herein called the Project).

As the Local Government has applied for and received a Substance Abuse and Mental Health Services Administration (SAMHSA) award, Unique Federal Award Identification Number (FAIN) H79SM084920, to fund the Project with Federal Award Identification Number 5H79SM084920-03; and

As it benefits the Local Government to engage the Subrecipient to accomplish the Scope of Work and the objectives of the local SAMHSA project;

The parties agree that:

1. SCOPE OF SERVICES

A. Local Government Responsibilities

The Local Government is responsible for administration of the ReCAST Grant, and ensuring SAMHSA funds are used in accordance with all program requirements. The Local Government will provide such assistance and guidance to the Subrecipient as may be required to accomplish the objectives and conditions set forth in this Agreement. The Local Government is responsible for completing the following tasks to accomplish the objectives of the Project:

Principal Tasks

- Coordinate project service and activities, including training, communication, and information dissemination.
- Provide program leadership and oversight for the grant, data collection, and monitoring progress.
- Coordinate the Diversity and Inclusion Committee.

B. Subrecipient Responsibilities

The Subrecipient will complete in a satisfactory and proper manner as determined by the Local Government the following tasks to accomplish the objectives. The Subrecipient will periodically meet with the Local Government to review the status of these tasks.

The ReCAST budget narrative provides more explicit guidance as to both the

resource allocation and expenditure expectations of the Subrecipient.

Principal Tasks

- Behavioral Health & Navigator Services
- Program Director
- Project Evaluation and Data Collection
- Violence prevention and trauma-informed training
- Client assessment and screening; case management aftercare
- Support outreach events with an organizational representative and with organizational materials

2. TIME OF PERFORMANCE

The effective date of this Agreement will be the date the parties sign and complete execution of this agreement.

3. AGREEMENT REPRESENTATIVES

Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. Subrecipient: Families First

Name of Representative:	Paula Moody
Title	Chief Executive Officer
Mailing Address:	80 Joseph E. Lowery Blvd NW
City, State, and Zip Code:	Atlanta, GA 30314
Telephone Number:	404-853-2867
Email Address:	Paula.Moody@familiesfirst.org

B. Local Government: City of Lawrenceville

Name of Representative:	Chuck Warbington
Title	City Manager
Mailing Address:	PO Box 2200
City, State, and Zip Code:	Lawrenceville, GA 30046
Telephone Number:	770-963-2414
Email Address:	chuck.warbington@lawrencevillega.org

4. BUDGET

The Local Government will pass through to the Subrecipient no more than \$368,550 in SAMHSA funds for eligible incurred costs and expenses for the Project according to the project budget, incorporated herein by reference.

The Local Government will require a more detailed budget breakdown, and the Subrecipient will provide such supplementary budget information in a timely fashion in the form and content prescribed by the Local Government.

Any amendments to this Agreement’s Budget must first be determined by the Local Government as consistent with its ReCAST contract with SAMHSA and then approved in writing by the Local Government and the Subrecipient.

5. PAYMENT

The Local Government shall reimburse the Subrecipient in accordance with the payment procedures outlined in the SAMHSA Management Handbook, Financial Management Section for all allowable expenses agreed upon by the parties to complete the Scope of Service.

Reimbursement under this Agreement will be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available.

It is understood that this Agreement is funded in whole or in part with SAMHSA funds and is subject to those regulations and restrictions normally associated with federally-funded programs.

6. PERFORMANCE MONITORING

The Local Government will monitor the performance of the Subrecipient by tracking project progress, reviewing payment requests for applicable costs, overseeing compliance with SAMHSA requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the Local Government will constitute noncompliance with this Agreement.

If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Local Government, contract suspension or termination procedures will be initiated.

7. GENERAL CONDITIONS

A. Independent Contractor

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Local Government will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

B. Hold Harmless

The Subrecipient will hold harmless, defend and indemnify the Local Government from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

C. Workers’ Compensation

The Subrecipient will provide Workers’ Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement. Coverage will be maintained (at least) at minimum statutory limits. Evidence of Coverage will be provided to the Local Government. There is no additional named insured requirement for Worker’s Compensation Coverage.

D. Insurance and Bonding

The Subrecipient will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Local Government.

The Subrecipient shall obtain and maintain at its own expense insurance policies for general liability insurance and professional liability insurance from commercial insurance companies licensed to transact insurance in the State of Georgia in an amount not less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) in the aggregate per year for each such policy and shall, upon request, provide the Local Government a copy of the certificates of insurance as evidence of such coverage which lists the Local Government as an additional named insured. If the Subrecipient changes insurance carriers or has the coverage described herein decreased or terminated, such party will notify in writing the Local Government at least thirty (30) days prior to the expiration or termination of the current coverage.

E. Amendments

The Local Government or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each

organization, and approved by the Local Government’s governing body. Such amendments will not invalidate this Agreement, nor relieve or release the Local Government or Subrecipient from its obligations under this Agreement.

F. Suspension or Termination

The Local Government may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, executive orders, and SAMHSA guidelines, policies or directives as may become applicable at any time;
- ii. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.
- iii. Ineffective or improper use of funds provided under this Agreement; or
- iv. Submission by the Subrecipient to the Local Government of reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated by either the Local Government or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Local Government determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Local Government may terminate the award in its entirety.

8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

- i. Accounting Standards
The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- ii. Cost Principles
The Subrecipient will administer its program in conformance with 2 CFR 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

- iii. Duplication of Costs
The Subrecipient certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source.

B. Documentation and Record Keeping

- i. Records to Be Maintained
The Subrecipient will maintain all records required by the Federal regulations that are pertinent to the activities to be funded. Such records will include but not be limited to:
 1. Records providing a full description of each activity undertaken;
 2. Records demonstrating that each activity undertaken meets the objectives of the project;
 3. Records required to determine the eligibility of activities;
 4. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333;
 5. Other records necessary to document compliance with Subpart K of 24 CFR 570.

- ii. Access to Records and Retention
The grantee and other authorized representatives of the federal government shall have access to any books, documents, papers, and records of the Subrecipient that are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts, and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement will be retained by the Subrecipient for a period of six years after final audit of the Local Government's SAMHSA project unless a longer period is required to resolve audit findings or litigation. Additionally, if the Georgia Records Retention Act requires a longer period, then the records must be retained for that period. In such cases, the Local Government will request a longer period of record retention.

- iii. Audits and Inspections
All Subrecipient records with respect to any matters covered by this Agreement will be made available to the Local Government, and duly authorized officials of the federal government, at any time during normal

business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current Local Government policy concerning Subrecipient audits and 2 CFR 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228.

C. Reporting

i. Program Income

The Subrecipient will report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with SAMHSA funds made available under this Agreement. The use of program income by the Subrecipient will comply with the requirements set forth at 24 CFR 570.504.

ii. Periodic Reports

The Subrecipient, at such times and in such forms as the Local Government may require, will furnish the Local Government such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. Such reporting will include:

1. Monthly data updates to the ReCAST Lawrenceville data tracker
2. Brief milestone reports, offering a monthly update of grant-related organizational activities and progress
3. Periodic reports offered to the ReCAST Advisory Board; reporting to the Advisory Board is anticipated to be quarterly

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement will be in compliance with the requirements of 2 CFR 200.311 and 313, 24 CFR 570.502, 570.503, 570.504, as applicable, which include but are not limited to the

following:

- i. The Subrecipient will transfer to the Local Government any SAMHSA funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

9. PERSONNEL AND PARTICIPANT CONDITIONS

A. Conduct

- i. Assignability
The Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the Local Government thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Local Government under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the Local Government.

- ii. Conflict of Interest
No member of the Local Government’s governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, will have any personal financial interest, direct or indirect, in this Agreement; and the Subrecipient will take appropriate steps to assure compliance.

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318 and 24 CFR 570.611, which include maintaining a written standard code of conduct that will govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipient covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Agreement, no person having such interest will be employed.

- iii. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

- 1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.

10. PERFORMANCE WAIVER

The Local Government’s failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Local Government to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Local Government and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the Local Government and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Local Government and the Subrecipient have executed this Agreement as of the date and year last written below.

City of Lawrenceville	Families First
Sign:	Sign:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

**SUBRECIPIENT AGREEMENT
BETWEEN
CITY OF LAWRENCEVILLE AND GEORGIA CENTER FOR OPPORTUNITY, INC.**

This Agreement is made between the City of Lawrenceville (herein called the Local Government) and Georgia Center for Opportunity (herein called Subrecipient) for the Lawrenceville ReCAST Grant (herein called the Project).

As the Local Government has applied for and received a Substance Abuse and Mental Health Services Administration (SAMHSA) award, Unique Federal Award Identification Number (FAIN) H79SM084920, to fund the Project with Federal Award Identification Number 5H79SM084920-03; and

As it benefits the Local Government to engage the Subrecipient to accomplish the Scope of Work and the objectives of the local SAMHSA project;

The parties agree that:

1. SCOPE OF SERVICES

A. Local Government Responsibilities

The Local Government is responsible for administration of the ReCAST Grant, and ensuring SAMHSA funds are used in accordance with all program requirements. The Local Government will provide such assistance and guidance to the Subrecipient as may be required to accomplish the objectives and conditions set forth in this Agreement. The Local Government is responsible for completing the following tasks to accomplish the objectives of the Project:

Principal Tasks

- Coordinate project service and activities, including training, communication, and information dissemination.
- Provide program leadership and oversight for the grant, data collection, and monitoring progress.
- Coordinate the Diversity and Inclusion Committee.

B. Subrecipient Responsibilities

The Subrecipient will complete in a satisfactory and proper manner as determined by the Local Government the following tasks to accomplish the objectives. The Subrecipient will periodically meet with the Local Government to review the status of these tasks.

The ReCAST budget narrative provides more explicit guidance as to both the

resource allocation and expenditure expectations of the Subrecipient.

Principal Tasks

- Hiring Well, Doing Good Program Specialist
- Soft-skills training.
- Mentoring.
- Support outreach events with an organizational representative and with organizational materials.

2. TIME OF PERFORMANCE

The effective date of this Agreement will be the date the parties sign and complete execution of this agreement.

3. AGREEMENT REPRESENTATIVES

Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. Subrecipient: Georgia Center for Opportunity

Name of Representative:	Randy Hicks
Title	President & CEO
Mailing Address:	333 Research Court
City, State, and Zip Code:	Peachtree Corners, GA 30092
Telephone Number:	770-242-0001
Email Address:	

B. Local Government: City of Lawrenceville

Name of Representative:	Chuck Warbington
Title	City Manager
Mailing Address:	PO Box 2200
City, State, and Zip Code:	Lawrenceville, GA 30046
Telephone Number:	770-963-2414
Email Address:	chuck.warbington@lawrencevillega.org

4. BUDGET

The Local Government will pass through to the Subrecipient no more than \$110,000 in SAMHSA funds for eligible incurred costs and expenses for the Project according to the project budget, incorporated herein by reference.

The Local Government will require a more detailed budget breakdown, and the Subrecipient will provide such supplementary budget information in a timely fashion in the form and content prescribed by the Local Government.

Any amendments to this Agreement’s Budget must first be determined by the Local Government as consistent with its ReCAST contract with SAMHSA and then approved in writing by the Local Government and the Subrecipient.

5. PAYMENT

The Local Government shall reimburse the Subrecipient in accordance with the payment procedures outlined in the SAMHSA Management Handbook, Financial Management Section for all allowable expenses agreed upon by the parties to complete the Scope of Service.

Reimbursement under this Agreement will be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available.

It is understood that this Agreement is funded in whole or in part with SAMHSA funds and is subject to those regulations and restrictions normally associated with federally-funded programs.

6. PERFORMANCE MONITORING

The Local Government will monitor the performance of the Subrecipient by tracking project progress, reviewing payment requests for applicable costs, overseeing compliance with SAMHSA requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the Local Government will constitute noncompliance with this Agreement.

If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Local Government, contract suspension or termination procedures will be initiated.

7. GENERAL CONDITIONS

A. Independent Contractor

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Local Government will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

B. Hold Harmless

The Subrecipient will hold harmless, defend and indemnify the Local Government from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

C. Workers’ Compensation

The Subrecipient will provide Workers’ Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement. Coverage will be maintained (at least) at minimum statutory limits. Evidence of Coverage will be provided to the Local Government. There is no additional named insured requirement for Worker’s Compensation Coverage.

D. Insurance and Bonding

The Subrecipient will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Local Government.

The Subrecipient shall obtain and maintain at its own expense insurance policies for general liability insurance and professional liability insurance from commercial insurance companies licensed to transact insurance in the State of Georgia in an amount not less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) in the aggregate per year for each such policy and shall, upon request, provide the Local Government a copy of the certificates of insurance as evidence of such coverage which lists the Local Government as an additional named insured. If the Subrecipient changes insurance carriers or has the coverage described herein decreased or terminated, such party will notify in writing the Local Government at least thirty (30) days prior to the expiration or termination of the current coverage.

E. Amendments

The Local Government or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each

organization, and approved by the Local Government’s governing body. Such amendments will not invalidate this Agreement, nor relieve or release the Local Government or Subrecipient from its obligations under this Agreement.

F. Suspension or Termination

The Local Government may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, executive orders, and SAMHSA guidelines, policies or directives as may become applicable at any time;
- ii. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.
- iii. Ineffective or improper use of funds provided under this Agreement; or
- iv. Submission by the Subrecipient to the Local Government of reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated by either the Local Government or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Local Government determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Local Government may terminate the award in its entirety.

8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

i. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

ii. Cost Principles

The Subrecipient will administer its program in conformance with 2 CFR 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

- iii. Duplication of Costs
The Subrecipient certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source.

B. Documentation and Record Keeping

- i. Records to Be Maintained
The Subrecipient will maintain all records required by the Federal regulations that are pertinent to the activities to be funded. Such records will include but not be limited to:
 1. Records providing a full description of each activity undertaken;
 2. Records demonstrating that each activity undertaken meets the objectives of the project;
 3. Records required to determine the eligibility of activities;
 4. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333;
 5. Other records necessary to document compliance with Subpart K of 24 CFR 570.

- ii. Access to Records and Retention
The grantee and other authorized representatives of the federal government shall have access to any books, documents, papers, and records of the Subrecipient that are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts, and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement will be retained by the Subrecipient for a period of six years after final audit of the Local Government's SAMHSA project unless a longer period is required to resolve audit findings or litigation. Additionally, if the Georgia Records Retention Act requires a longer period, then the records must be retained for that period. In such cases, the Local Government will request a longer period of record retention.

- iii. Audits and Inspections
All Subrecipient records with respect to any matters covered by this Agreement will be made available to the Local Government, and duly authorized officials of the federal government, at any time during normal

business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current Local Government policy concerning Subrecipient audits and 2 CFR 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228.

C. Reporting

i. Program Income

The Subrecipient will report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with SAMHSA funds made available under this Agreement. The use of program income by the Subrecipient will comply with the requirements set forth at 24 CFR 570.504.

ii. Periodic Reports

The Subrecipient, at such times and in such forms as the Local Government may require, will furnish the Local Government such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. Such reporting will include:

1. Monthly data updates to the ReCAST Lawrenceville data tracker
2. Brief milestone reports, offering a monthly update of grant-related organizational activities and progress
3. Periodic reports offered to the ReCAST Advisory Board; reporting to the Advisory Board is anticipated to be quarterly

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement will be in compliance with the requirements of 2 CFR 200.311 and 313, 24 CFR 570.502, 570.503, 570.504, as applicable, which include but are not limited to the

following:

- i. The Subrecipient will transfer to the Local Government any SAMHSA funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

9. PERSONNEL AND PARTICIPANT CONDITIONS

A. Conduct

- i. Assignability
The Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the Local Government thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Local Government under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the Local Government.

- ii. Conflict of Interest
No member of the Local Government’s governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, will have any personal financial interest, direct or indirect, in this Agreement; and the Subrecipient will take appropriate steps to assure compliance.

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318 and 24 CFR 570.611, which include maintaining a written standard code of conduct that will govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipient covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Agreement, no person having such interest will be employed.

- iii. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.

10. PERFORMANCE WAIVER

The Local Government’s failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Local Government to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Local Government and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the Local Government and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Local Government and the Subrecipient have executed this Agreement as of the date and year last written below.

City of Lawrenceville	Georgia Center for Opportunity
Sign:	Sign:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

**SUBRECIPIENT AGREEMENT
BETWEEN
CITY OF LAWRENCEVILLE AND IMPACT 46, INC.**

This Agreement is made between the City of Lawrenceville (herein called the Local Government) and Impact46 (herein called Subrecipient) for the Lawrenceville ReCAST Grant (herein called the Project).

As the Local Government has applied for and received a Substance Abuse and Mental Health Services Administration (SAMHSA) award, Unique Federal Award Identification Number (FAIN) H79SM084920, to fund the Project with Federal Award Identification Number 5H79SM084920-03; and

As it benefits the Local Government to engage the Subrecipient to accomplish the Scope of Work and the objectives of the local SAMHSA project;

The parties agree that:

1. SCOPE OF SERVICES

A. Local Government Responsibilities

The Local Government is responsible for administration of the ReCAST Grant, and ensuring SAMHSA funds are used in accordance with all program requirements. The Local Government will provide such assistance and guidance to the Subrecipient as may be required to accomplish the objectives and conditions set forth in this Agreement. The Local Government is responsible for completing the following tasks to accomplish the objectives of the Project:

Principal Tasks

- Coordinate project service and activities, including training, communication, and information dissemination.
- Provide program leadership and oversight for the grant, data collection, and monitoring progress.
- Coordinate the Diversity and Inclusion Committee.

B. Subrecipient Responsibilities

The Subrecipient will complete in a satisfactory and proper manner as determined by the Local Government the following tasks to accomplish the objectives. The Subrecipient will periodically meet with the Local Government to review the status of these tasks.

The ReCAST budget narrative provides more explicit guidance as to both the

resource allocation and expenditure expectations of the Subrecipient.

Principal Tasks

- Case Management/Intake Specialist/Community Engagement Coordinator
- Training and delivery of Student Community Leadership Program
- Marketing/Recruitment for Summer of Impact Businesses
- Program Manager
- Support outreach events with an organizational representative and with organizational materials

2. TIME OF PERFORMANCE

The effective date of this Agreement will be the date the parties sign and complete execution of this agreement.

3. AGREEMENT REPRESENTATIVES

Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. Subrecipient: Impact46

Name of Representative:	Jen Young
Title	Executive Director
Mailing Address:	PO Box 565
City, State, and Zip Code:	Lawrenceville, GA 30046
Telephone Number:	
Email Address:	jen@impact46.org

B. Local Government: City of Lawrenceville

Name of Representative:	Chuck Warbington
Title	City Manager
Mailing Address:	PO Box 2200
City, State, and Zip Code:	Lawrenceville, GA 30046
Telephone Number:	770-963-2414
Email Address:	chuck.warbington@lawrencevillega.org

4. BUDGET

The Local Government will pass through to the Subrecipient no more than \$334,095 in SAMHSA funds for eligible incurred costs and expenses for the Project according to the project budget, incorporated herein by reference.

The Local Government will require a more detailed budget breakdown, and the Subrecipient will provide such supplementary budget information in a timely fashion in the form and content prescribed by the Local Government.

Any amendments to this Agreement’s Budget must first be determined by the Local Government as consistent with its ReCAST contract with SAMHSA and then approved in writing by the Local Government and the Subrecipient.

5. PAYMENT

The Local Government shall reimburse the Subrecipient in accordance with the payment procedures outlined in the SAMHSA Management Handbook, Financial Management Section for all allowable expenses agreed upon by the parties to complete the Scope of Service.

Reimbursement under this Agreement will be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available.

It is understood that this Agreement is funded in whole or in part with SAMHSA funds and is subject to those regulations and restrictions normally associated with federally-funded programs.

6. PERFORMANCE MONITORING

The Local Government will monitor the performance of the Subrecipient by tracking project progress, reviewing payment requests for applicable costs, overseeing compliance with SAMHSA requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the Local Government will constitute noncompliance with this Agreement.

If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Local Government, contract suspension or termination procedures will be initiated.

7. GENERAL CONDITIONS

A. Independent Contractor

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Local Government will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

B. Hold Harmless

The Subrecipient will hold harmless, defend and indemnify the Local Government from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

C. Workers’ Compensation

The Subrecipient will provide Workers’ Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement. Coverage will be maintained (at least) at minimum statutory limits. Evidence of Coverage will be provided to the Local Government. There is no additional named insured requirement for Worker’s Compensation Coverage.

D. Insurance and Bonding

The Subrecipient will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Local Government.

The Subrecipient shall obtain and maintain at its own expense insurance policies for general liability insurance and professional liability insurance from commercial insurance companies licensed to transact insurance in the State of Georgia in an amount not less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) in the aggregate per year for each such policy and shall, upon request, provide the Local Government a copy of the certificates of insurance as evidence of such coverage which lists the Local Government as an additional named insured. If the Subrecipient changes insurance carriers or has the coverage described herein decreased or terminated, such party will notify in writing the Local Government at least thirty (30) days prior to the expiration or termination of the current coverage.

E. Amendments

The Local Government or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each

organization, and approved by the Local Government’s governing body. Such amendments will not invalidate this Agreement, nor relieve or release the Local Government or Subrecipient from its obligations under this Agreement.

F. Suspension or Termination

The Local Government may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, executive orders, and SAMHSA guidelines, policies or directives as may become applicable at any time;
- ii. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.
- iii. Ineffective or improper use of funds provided under this Agreement; or
- iv. Submission by the Subrecipient to the Local Government of reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated by either the Local Government or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Local Government determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Local Government may terminate the award in its entirety.

8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

- i. Accounting Standards
The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- ii. Cost Principles
The Subrecipient will administer its program in conformance with 2 CFR 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

- iii. Duplication of Costs
The Subrecipient certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source.

B. Documentation and Record Keeping

- i. Records to Be Maintained
The Subrecipient will maintain all records required by the Federal regulations that are pertinent to the activities to be funded. Such records will include but not be limited to:
 1. Records providing a full description of each activity undertaken;
 2. Records demonstrating that each activity undertaken meets the objectives of the project;
 3. Records required to determine the eligibility of activities;
 4. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333;
 5. Other records necessary to document compliance with Subpart K of 24 CFR 570.

- ii. Access to Records and Retention
The grantee and other authorized representatives of the federal government shall have access to any books, documents, papers, and records of the Subrecipient that are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts, and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement will be retained by the Subrecipient for a period of six years after final audit of the Local Government's SAMHSA project unless a longer period is required to resolve audit findings or litigation. Additionally, if the Georgia Records Retention Act requires a longer period, then the records must be retained for that period. In such cases, the Local Government will request a longer period of record retention.

- iii. Audits and Inspections
All Subrecipient records with respect to any matters covered by this Agreement will be made available to the Local Government, and duly authorized officials of the federal government, at any time during normal

business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current Local Government policy concerning Subrecipient audits and 2 CFR 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228.

C. Reporting

i. Program Income

The Subrecipient will report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with SAMHSA funds made available under this Agreement. The use of program income by the Subrecipient will comply with the requirements set forth at 24 CFR 570.504.

ii. Periodic Reports

The Subrecipient, at such times and in such forms as the Local Government may require, will furnish the Local Government such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. Such reporting will include:

1. Monthly data updates to the ReCAST Lawrenceville data tracker
2. Brief milestone reports, offering a monthly update of grant-related organizational activities and progress
3. Periodic reports offered to the ReCAST Advisory Board; reporting to the Advisory Board is anticipated to be quarterly

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement will be in compliance with the requirements of 2 CFR 200.311 and 313, 24 CFR 570.502, 570.503, 570.504, as applicable, which include but are not limited to the

following:

- i. The Subrecipient will transfer to the Local Government any SAMHSA funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

9. PERSONNEL AND PARTICIPANT CONDITIONS

A. Conduct

- i. Assignability
The Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the Local Government thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Local Government under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the Local Government.

- ii. Conflict of Interest
No member of the Local Government’s governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, will have any personal financial interest, direct or indirect, in this Agreement; and the Subrecipient will take appropriate steps to assure compliance.

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318 and 24 CFR 570.611, which include maintaining a written standard code of conduct that will govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipient covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Agreement, no person having such interest will be employed.

- iii. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

- 1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.

10. PERFORMANCE WAIVER

The Local Government’s failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Local Government to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Local Government and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the Local Government and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Local Government and the Subrecipient have executed this Agreement as of the date and year last written below.

City of Lawrenceville	Impact46
Sign:	Sign:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:



RECAST

LAWRENCEVILLE

October 2023

Subject: Salary Increase Notification

Marcus Thorne,

On behalf of the City of Lawrenceville and ReCAST Lawrenceville, we are pleased to inform you of a 2.5% Cost of Living Adjustment. Your salary will increase from \$91,800 to \$94,095, effective November 1, 2023.

All other terms and conditions of your contract of employment will remain unchanged and will be paid via Impact 46.

I would like to take this opportunity to thank you for your continued hard work and dedication to ReCAST Lawrenceville. We look forward to additional successes in the future.

Sincerely,



Jasmine Billings
Director, Community & Economic Development
City of Lawrenceville

**PROGRAM DIRECTOR AGREEMENT
BETWEEN
CITY OF LAWRENCEVILLE AND DR. EDWARD VALENTIN.**

This Agreement is made between the City of Lawrenceville (herein called the Local Government) and Dr. Edward Valentin (herein called the Program Director) for the Lawrenceville ReCAST Grant (herein called the Project).

As the Local Government has applied for and received a Substance Abuse and Mental Health Services Administration (SAMHSA) award, Unique Federal Award Identification Number (FAIN) H79SM084920, to fund the Project with Federal Award Identification Number 5H79SM084920-03; and

As it benefits the Local Government to engage the Program Director to accomplish the Scope of Work and the objectives of the local SAMHSA project;

The parties agree that:

1. SCOPE OF SERVICES

A. Local Government Responsibilities

The Local Government is responsible for administration of the ReCAST Grant, and ensuring SAMHSA funds are used in accordance with all program requirements. The Local Government will provide such assistance and guidance to the Program Director as may be required to accomplish the objectives and conditions set forth in this Agreement. The Local Government is responsible for completing the following tasks to accomplish the objectives of the Project:

Principal Tasks

- Coordinate project service and activities, including training, communication, and information dissemination.
- Provide program leadership and oversight for the grant, data collection, and monitoring progress.

B. Program Director Responsibilities

The Program Director will complete in a satisfactory and proper manner as determined by the Local Government tasks outlined in an attached job description to accomplish the objectives outlined therein. The Program Director will periodically meet with the Local Government to review the status of these tasks.

Principal Tasks

- Tasks are outlined in the attached job description.

2. TIME OF PERFORMANCE

The effective date of this Agreement will be the date the parties sign and complete execution of this agreement.

3. AGREEMENT REPRESENTATIVES

Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. Program Director: Impact46

Name of Representative:	Edward Valentin
Title	Program Director
Mailing Address:	196 Banyon Ct
City, State, and Zip Code:	Dallas, GA 30157
Telephone Number:	770-256-7078
Email Address:	emvalen@emory.edu

B. Local Government: City of Lawrenceville

Name of Representative:	Chuck Warbington
Title	City Manager
Mailing Address:	PO Box 2200
City, State, and Zip Code:	Lawrenceville, GA 30046
Telephone Number:	770-963-2414
Email Address:	chuck.warbington@lawrencevillega.org

4. BUDGET

The Local Government will pass through to the Program Director no more than \$36,000 in SAMHSA funds for eligible incurred costs and expenses for the Project according to the project budget, incorporated herein by reference.

Any amendments to this Agreement's Budget must first be determined by the Local Government as consistent with its ReCAST contract with SAMHSA and then approved in

writing by the Local Government and the Program Director.

5. PAYMENT

The Local Government shall reimburse the Program Director in accordance with the payment procedures outlined in the SAMHSA Management Handbook, Financial Management Section for all allowable expenses agreed upon by the parties to complete the Scope of Service.

Reimbursement under this Agreement will be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available.

It is understood that this Agreement is funded in whole or in part with SAMHSA funds and is subject to those regulations and restrictions normally associated with federally-funded programs.

6. PERFORMANCE MONITORING

The Local Government will monitor the performance of the Program Director by tracking project progress, reviewing payment requests for applicable costs, overseeing compliance with SAMHSA requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the Local Government will constitute noncompliance with this Agreement.

If action to correct such substandard performance is not taken by the Program Director within a reasonable period of time after being notified by the Local Government, contract suspension or termination procedures will be initiated.

7. GENERAL CONDITIONS

A. Independent Contractor

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Program Director will at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Local Government will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Program Director is an independent contractor.

B. Hold Harmless

The Program Director will hold harmless, defend, and indemnify the Local

Government from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Program Director's performance or nonperformance of the services or subject matter called for in this Agreement.

C. Insurance and Bonding

The Program Director will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Local Government.

The Program Director shall obtain and maintain at its own expense insurance policies for general liability insurance and professional liability insurance from commercial insurance companies licensed to transact insurance in the State of Georgia in an amount not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate per year for each such policy and shall, upon request, provide the Local Government a copy of the certificates of insurance as evidence of such coverage which lists the Local Government as an additional named insured. If the Program Director changes insurance carriers or has the coverage described herein decreased or terminated, such party will notify in writing the Local Government at least thirty (30) days prior to the expiration or termination of the current coverage.

D. Amendments

The Local Government or Program Director may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Local Government's governing body. Such amendments will not invalidate this Agreement, nor relieve or release the Local Government or Program Director from its obligations under this Agreement.

E. Suspension or Termination

The Local Government may suspend or terminate this Agreement if the Program Director materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and SAMHSA guidelines, policies or directives as may become applicable at any time;
- ii. Failure, for any reason, of the Program Director to fulfill in a timely and proper manner its obligations under this Agreement.
- iii. Ineffective or improper use of funds provided under this Agreement; or

- iv. Submission by the Program Director to the Local Government of reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated by either the Local Government or the Program Director, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Local Government determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Local Government may terminate the award in its entirety.

8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

- i. Accounting Standards

The Program Director agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

- ii. Cost Principles

The Program Director will administer the program in conformance with 2 CFR 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

- iii. Duplication of Costs

The Program Director certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source.

B. Documentation and Record Keeping

- i. Records to Be Maintained

The Program Director will maintain all records required by the Federal regulations that are pertinent to the activities to be funded. Such records will include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets the objectives of the project;
3. Records required to determine the eligibility of activities;

- 4. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333;
- 5. Other records necessary to document compliance with Subpart K of 24 CFR 570.

ii. Access to Records and Retention

The grantee and other authorized representatives of the federal government shall have access to any books, documents, papers, and records of the Program Director that are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts, and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement will be retained by the Program Director for a period of six years after final audit of the Local Government’s SAMHSA project unless a longer period is required to resolve audit findings or litigation. Additionally, if the Georgia Records Retention Act requires a longer period, then the records must be retained for that period. In such cases, the Local Government will request a longer period of record retention.

iii. Audits and Inspections

All Program Director records with respect to any matters covered by this Agreement will be made available to the Local Government, and duly authorized officials of the federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the City of Lawrenceville within 30 days after receipt by the Program Director. Failure of the Program Director to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

C. Reporting

i. Program Income

The Program Director will report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with SAMHSA funds made available under this Agreement. The use of program income by the Program Director will comply with the requirements set forth at 24 CFR 570.504.

ii. Periodic Reports

The Program Director, at such times and in such forms as the Local Government may require, will furnish the Local Government such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. Such reporting will include:

1. Monthly data updates to the ReCAST Lawrenceville data tracker
2. Brief milestone reports, offering a monthly update of grant-related organizational activities and progress
3. Periodic reports offered to the ReCAST Advisory Board; reporting to the Advisory Board is anticipated to be quarterly

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement will be in compliance with the requirements of 2 CFR 200.311 and 313, 24 CFR 570.502, 570.503, 570.504, as applicable, which include but are not limited to the following:

- i. The Program Director will transfer to the Local Government any SAMHSA funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

9. PERSONNEL AND PARTICIPANT CONDITIONS

A. Conduct

i. Assignability

The Program Director will not assign or transfer any interest in this Agreement without the prior written consent of the Local Government thereto; provided, however, that claims for money due or to become due to the Program Director from the Local Government under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the Local Government.

ii. Conflict of Interest

No member of the Local Government’s governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, will have any personal financial interest, direct or indirect, in this

Agreement; and the Program Director will take appropriate steps to assure compliance.

The Program Director agrees to abide by the provisions of 2 CFR 200.318 and 24 CFR 570.611, which include maintaining a written standard code of conduct that will govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

The Program Director covenants that they have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Program Director further covenants that in the performance of this Agreement, no person having such interest will be employed.

iii. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.

10. PERFORMANCE WAIVER

The Local Government’s failure to act with respect to a breach by the Program Director does not waive its right to act with respect to subsequent or similar breaches. The failure of the Local Government to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Local Government and the Program Director for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the Local Government and the Program Director with respect to this Agreement.

IN WITNESS WHEREOF, the Local Government and the Program Director have executed this Agreement as of the date and year last written below.

City of Lawrenceville	Dr. Edward Valentin
Sign:	Sign:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:



LAWRENCEVILLE

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AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 11, 2023

AGENDA CATEGORY: GENERAL CITY BUSINESS

- Item:** Discussion on Economic Development Incentive Policy
- Department:** City Manager
- Date of Meeting:** Wednesday, October 11, 2023
- Fiscal Impact:** none
- Presented By:** Barry Mock, Assistant City Manager
- Action Requested:** Discussion surrounding the new Economic Development Policy.

Summary:

Attachments/Exhibits: Draft Economic Development Policy



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Policy: **ECONOMIC DEVELOPMENT INCENTIVE POLICY**
Policy Number: **ED01**
Date: **September 2023 (DRAFT)**
Update:
Authority: **City Manager**

Purpose

The purpose of the City of Lawrenceville Economic Development Incentive Policy is to provide incentives for the retention and/or expansion of existing businesses located within the City of Lawrenceville and to encourage the location or relocation of new targeted businesses within the City. The appropriate purpose and use of incentives are to broaden and diversify the tax base, create new job opportunities for the citizens of the City of Lawrenceville, and promote the economic growth and improved welfare of the City. This policy is intended to complement incentive programs offered by the State of Georgia.

This policy does not commit the City to providing incentives in any instance, nor does it restrict the City from providing additional economic incentives in a specific instance as determined by the City in the exercise of its sole discretion. This policy contains specific criteria, guidelines and procedures necessary to administer the economic development incentives effectively and fairly.

The City of Lawrenceville, at its sole discretion, may provide certain economic development assistance or incentives to attract, retain, or expand businesses located or to be located within the corporate limits of the City. It is the policy of the Mayor and City Council that private businesses should not be subsidized with public funds unless some public good results and the public subsidy can reasonably be expected to make a significant difference in achieving economic growth and the creation of new jobs within the City.

Eligibility Requirements and Criteria

To be eligible for incentives of any kind, the identified project must meet the following criteria:

1. Supports the City of Lawrenceville’s most recently adopted Comprehensive Plan, as well as the City goals as described in the current fiscal year objectives, as may be established and revised by the Mayor and City Council from time to time; and
2. The submitted project must meet either 2.A or 2.B below:
 - A. Results in the location, expansion or retention of a business within the City limits; Creates at least ten (10) or more new full-time equivalent jobs with an annual salary of 110% of the "Gwinnett Living Wage" (1 adult 0 children). For example, if the living wage for 1 Adult with 0 Children is \$19.21 hourly, then the hourly rate for at least 10 jobs created must be at least \$21.31 per hour;
 - a. Living Wage is defined as:
 - i. The MIT Living Wage Calculator estimates the cost of living throughout the U.S. by measuring and comparing both family composition and everyday typical expenses. Using 12 different family metrics, publicly available data,



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and geographically specific expenditure data, the tool calculates how much a family needs to meet the minimum standards of living.

- ii. The MIT Living Wage Calculator was built and developed by MIT. The tool was created to help communities, local citizens, and their respective employers better understand the cost of living in any given location in the U.S.
 - b. A living wage is what one full-time worker must earn on an hourly basis to help cover the cost of their family’s minimum basic needs where they live while still being self-sufficient.
 - c. The estimate of living wage includes eight typical expenses or basic needs – food, childcare, health care, housing, transportation, civic engagement, broadband, and other necessities. In addition to these basic needs, the MIT Living Wage Calculator also accounts for the additional cost to families associated with income and payroll taxes.
- B. Provides new capital investment for a business location or expansion in the City limits. For purpose of this policy, "capital improvements" means property improvements that will enhance property values or will increase the useful life of the property, excluding landscaping. Capital investment must be:
 - a. New construction with an estimated value of at least \$500,000,
 - b. An addition to an existing facility equivalent to 50% of the existing facility, or
 - c. Capital improvements, with a value of at least \$100,000.

In addition to the above criteria, in making a decision to approve or disapprove an incentive, consideration will be given to the following:

1. Economic benefit to the City
2. The total number of jobs, wages, benefits and types of jobs created
3. The relationship between jobs created and total investment
4. Ability of the project to spur additional economic development in the City
5. The economic impact the business will have on a particular area of the City, including:
 - a. Qualified census tracts,
 - b. Proximity to qualified census tracts (parcels within 500 feet of qualified census tract),
 - c. Tax Allocation District,
 - d. Downtown Entertainment District, or
 - e. Other areas of needed revitalization or redevelopment
6. Rehabilitating and/or reopening a space that has been vacant for more than 12 months, in accordance with current Zoning Regulations
7. Impact of the proposed development on existing businesses within the City
8. The compatibility of the location of the business with land use and development plans of the City and the availability of existing infrastructure and essential public services
9. Level of compliance with any design guidelines as described in the City of Lawrenceville’s most recently adopted Comprehensive Plan and the City of Lawrenceville’s current Zoning Ordinance.



Available Incentives

Eligible projects will be considered for one or more of the following:

1. **Waiver or Reduction of Permit Fees.** The City may waive or reduce all building and city development permit fees associated with the business location/expansion including all building fees associated with new construction, plan review and tenant finishes. A complete building permit application will be required to be submitted to the Planning and Development Department for review.
2. **Expedited Permitting Process.** The City may expedite the permitting process required for business location or expansion.
3. **Waiver or Reduction of Utility Fees.** Businesses locating to the City that meet the criteria defined in this policy may qualify for a utility credit. This incentive only applies to costs associated with Lawrenceville Power & Lawrenceville Natural Gas. Amount of credit to be determined by the Economic Development Incentive Committee during application review.
4. **Waiver or Reduction of Business Registration Fees.** The City may waive or reduce applicable business license fees assessed pursuant to Occupation Taxes of the Lawrenceville Code of Ordinances. This reduction can extend up to a maximum of \$750 annually, for a duration of up to three years.
5. **Infrastructure Improvements.** The City may participate in project-related infrastructure, if there is a related system improvement identified or needed that extends beyond the project location.

Submittal Requirements

All submittals requesting incentives must provide the following information on the City of Lawrenceville Economic Development Incentive Application:

1. Company name, location and main point of contact
2. Documentation indicating how the request meets the criteria set forth in this policy
3. Amount of applicant’s investment in the project
4. Level of City provided incentive requested
5. Detailed business or development pro forma which includes the following information:
 - a. Does the company have any long-term debt? If so, details should be included.
 - b. Will the associated acquisition, expansion and / or construction be financed through current assets (cash) or through newly acquired debt? Proof of new dept approval may be required.
 - c. As a ratio, the company’s total debt to the company’s total assets. Use the following formula: $\text{outstanding debt} \div \text{total assets (cash, inventory, equipment, facilities, etc.)} = \text{ratio}$.
 - d. As a ratio, the company’s cash on hand and cash equivalents (inventory and receivables) to the company’s short term liabilities (payments to suppliers, interest and short-term debt). Use the following formula: $(\text{cash} + \text{inventory} + \text{receivables}) \div (\text{payments to suppliers} + \text{interest}) = \text{ratio}$.
 - e. The company’s annual revenue growth for the past three years.



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- f. Percentage of revenue that comes from the company’s top five customers.
- g. Any other information that would justify the incentive

Project Evaluation

Each project will be evaluated and analyzed on an individual basis by the Economic Development Incentive Committee created by the City. This committee’s purpose is to review and assess the validity of the request for economic development incentives and if approved, the Committee will:

- 1. Administratively approve incentive requests of \$100,000 or less; or
- 2. Recommend the incentive approval to the City Council on requests exceeding \$100,000.

Economic Development Incentive Committee

The committee will consist of:

- 1. City Manager
- 2. Chief Finance Officer
- 3. DDA Executive Director
- 4. Director of Planning & Development
- 5. Director of Community and Economic Development
- 6. Mayor

Evaluation Process

Business prospect/representative submits a letter and application to the Department of Community and Economic Development requesting economic development incentives addressed as follows:

Economic and Community Development Director
 Attn: Economic Development Incentive Application
 P O Box 2200
 Lawrenceville, GA 30046

Once the application is received:

- The Economic and Community Development Director reviews the application to ensure all items are submitted.
- The Economic Development Incentive Committee convenes to discuss/assess the project
- The Committee conducts due diligence by reviewing the request
- The Committee reconvenes on an as-needed basis until project evaluation is complete
- Denied requests and Committee approved requests of \$100,000 or less shall be presented to the Mayor and City Council in writing by the Committee at the next available City Council Meeting
- The Committee’s recommendation on approved requests exceeding \$100,000 shall be presented to the Mayor and City Council for consideration of approval



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- The Department of Community and Economic Development responds in writing to the applicant with:
 - City’s formal position/decision
 - Details of any approved incentives
 - City prepared draft of the Economic Development Incentive Agreement. All parties must sign-off on this agreement before incentives will be conveyed
 - Economic Development Incentive Compliance Form, as an exhibit to the agreement. This compliance form must be completed annually to confirm the compliance of the approved project with the terms of the agreement.

Economic Development Incentive Agreement

All economic development incentives will be formalized in a written agreement between the City of Lawrenceville and the recipient business, with final approval by the Economic Development Incentive Committee or Mayor and City Council as prescribed in this policy. The agreement will include the following:

1. A complete description of the location of the proposed project;
2. A list of the kinds and amounts of public benefits that the proposed project will provide including property values, jobs, revenues, income or other benefits;
3. A timetable and list of improvements or development that the project will include and conditions to assure the project meets or exceeds the City’s requirements;
4. Timetable for complying with the criteria;
5. The duration of the agreement;
6. Identification of the incentives to be given;
7. A provision for cancellation of the agreement and incentives if the project is determined not to be in compliance with the agreement;
8. A provision for recapturing the value of the City incentive if the applicant does not comply with its duties and obligations under the terms of the agreement;
9. Provisions relating to administration, delinquent taxes, reporting requirements and indemnification;
10. A provision that the agreement may be amended by the parties to the agreement by using the same procedures for approval as is required for entering into the agreement; and
11. Any other provisions as the Economic Development Incentive Committee shall deem appropriate.

Compliance

In accordance with the provisions of the written agreement, the recipient business will be required to meet the following performance criteria:

1. Create jobs as agreed. Documentation required.
2. Comply with wage requirements. Documentation required.
3. Make capital investments as agreed
4. Comply with all applicable governmental laws, rules and regulations



5. Comply with any other terms and conditions imposed by the written agreement

The City reserves the right to assure compliance as provided in the written agreement.

Discontinuance of Incentives

Changing economic conditions and availability of funds may cause the Mayor and City Council to modify, amend, or discontinue the offering of economic development incentives at any time. Should the incentives be discontinued, the City will honor any incentive to which it committed before the discontinuance of the incentives. Economic development incentives may not be transferred or otherwise conveyed to any other party, unless agreed to by the Mayor and City Council based on a recommendation from the Economic Development Incentive Committee.