



TOWN COUNCIL MEETING - REVISED

November 02, 2023 at 7:00 PM

950 Senoia Road, Tyrone, GA 30290

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Linda Howard, Post 1

Melissa Hill, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS: *Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

V. APPROVAL OF AGENDA

VI. CONSENT AGENDA: *All matters listed under this item are considered to be routine by the Town Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.*

1. Approval of the October 19, 2023 meeting minutes.
2. Approval of a bid from Sound Principles to complete A/V upgrades in the Council Chambers/Court Room and Conference Room B for an amount not to exceed \$13,713.00.
3. Approval of a rental agreement for four tower lights from Yancey for the Town's Christmas program for \$990.30.

VII. PRESENTATIONS

VIII. PUBLIC HEARINGS

4. Consideration of a Text Amendment to Section 113-2 of Article I of the Zoning Ordinance regarding definitions for Hotels, Motels, and Extended Stay. **Phillip Trocquet, Community Development**

- [5.](#) Consideration of a Text Amendment to Section 113-128 of the zoning ordinance regarding permitted, and conditional uses for the C-1 zoning district. **Phillip Trocquet, Community Development**
- [6.](#) Consideration of a Text Amendment to Section 113-129 of the zoning ordinance regarding development standards, permitted, and conditional uses for the C-2 zoning district. **Phillip Trocquet, Community Development**
- [7.](#) Consideration of a Text Amendment to section 113-190 of the zoning ordinance regarding conditions for hotels, motels, lodging houses, inns, and tourist courts. **Phillip Trocquet, Community Development**

IX. OLD BUSINESS

- [8.](#) Consideration to award Amendment 1 to Task Order 4: 2022 Arrowood/Palmetto/Spencer Roundabout. Project No: PW-2021-13-04 of the 2021 Transportation Engineering Services project to POND, Inc. **Scott Langford, Town Engineer / Public Works Director**

X. NEW BUSINESS

- [9.](#) Consideration of a contract with Adiquest Music, LLC to provide DJ services for the Town's Christmas program in the amount of \$964.94. - **Lynda Owens, Recreation Manager**
- [10.](#) Consideration to purchase a Dump Truck for the Public Works Department from Hardy Family Ford in an amount not to exceed \$85,000. **Mitch Bowman, Maintenance Supervisor**
- [11.](#) Consideration of a text amendment to section 109-84 of Article III of the Land Development Ordinance regarding the provisions for a Certificate of Appropriateness. **Phillip Trocquet, Community Development**

XI. PUBLIC COMMENTS: *The second public comment period is for any issue. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

XII. STAFF COMMENTS

XIII. COUNCIL COMMENTS

XIV. EXECUTIVE SESSION

XV. ADJOURNMENT

**TYRONE TOWN COUNCIL
MEETING**

MINUTES

October 19, 2023 at 7:00 PM

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

Linda Howard, Post 1

Melissa Hill, Post 2

Billy Campbell, Post 3

Council Member Howard was absent

Also present:

Sandy Beach, Finance / HR Manager

I. CALL TO ORDER

Mayor Dial explained to the large attending body that the applicant for number 5 had just withdrawn his item. He invited everyone to stay.

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS: *Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

Ms. Jessica Whelan congratulated the Town on hosting a wonderful Founders Day Festival and gave a shout-out to Ms. Lynda Owens, Ms. Kristie McClenney Public Works, the Police Department, staff, Council, and all volunteers for a job well done.

Mr. Jerry Simpson who lives on Trickum Creek spoke regarding the withdrawn extended-stay item. He stated that he came from East Point and that Tyrone had low crime with the occasional theft in Shamrock Industrial Park. He added that it was in the best interest of the Town to not allow that type of business in the future. Extended-stay hotels were not known for their upkeep and clientele, we do not need that in our Town.

Ms. Linda Conley who lives on Brennan Drive shared that she understood that the item had been withdrawn, however, she wished to share. She stated that regarding the word association game, when extended-stay motel was mentioned many words came to mind, low-end clientele, crime, drugs, prostitution, and gunshots. We do not need this type of business at our shopping center or in front of a neighborhood with homes listed up to \$600,000. She reminded everyone of the gun range item years ago proposed next to the former Partners Pizza at the Publix Shopping Center. She added that it was a bad idea and added that she guessed that the developers did not live near an extended-stay hotel. Her research found an article regarding a small Arizona town.

The real estate professional stated that an extended-stay hotel would negatively affect home values. The article also included a former DEA Agent who shared, those hotels were favored by criminals because they felt comfortable there and they were close to the freeway. She also shared that according to a 2021 Forbes article, another concern was security deposits and payments.

She stated that 70% of guests use cash, checks, or money orders as a form of payment, which meant theft on the premises. She assumed that guests paid in cash because of the types of jobs their clientele worked and also may have bad credit. Tyrone had one of the highest median incomes in Georgia, why would we want that type of business in our Town? Her main concerns were decreasing property values and an increase in crime. She mentioned the local panhandling families and stated that “if you build it, they will come” rang true. Why would property owners want that, we all enjoy our safe environment thanks to our police department. She stated that we do not want this in our town, and to say no to the project.

Terry Noble who lives on Brunswick Dr. spoke regarding his opposition to the extended stay hotel. He stated that he was presently enrolled in the Town’s Tyrone 101 course, it was an eye-opening experience and encouraged everyone to enroll in the next course. He shared that he and his wife moved to Tyrone for the schools and the quality of life, if approved it would be an attack on the quality of life, we do not want this.

Mr. Gregory Porter who lives on Green Branch Dr. spoke regarding the extended stay hotel. He shared that he was there on the shoulders of his neighbors and the entire Town. He reminded everyone that he had spoken at the last meeting and that he was the Retired Police Chief of Clayton County. He stated that he tried to discourage his board at that time to not approve that type of business there. That type of business spelled, catastrophic. It spelled catastrophic for the safety and for insurance ratings. He informed Council that they had the authority to create ordinances that would not allow that type of business. The developers think that we are playing games, he had been in Tyrone for 20 years and was not going anywhere, but he would come out of retirement if need be.

Adrienne Brown who lives on Keswick Manor Drive spoke regarding the extended stay hotel. She understood that the item was no longer on the agenda but wished for something to be put in place so the item could not be heard in the future. She shared that she was not one for hyperbole but felt it necessary. She mentioned an article that was read at the September 21st meeting regarding an interview with former Gwinnett County Solicitor General Brian Whiteside. She stated that he said extended-stay hotels were the devil’s triangle. It was said due to the violent crimes, death, sex trafficking, rape, and prostitution. She added that they were all in Tyrone for a good quality of life, to maintain property values, and for a safe environment for children and our neighbors.

Roselyn Jackson-Eatman who lives on Keswick Manor Drive shared that she was the individual that referenced the article at the September meeting. She wished to follow up Ms. Conley’s comments. She researched a New York Times article regarding cash payments. The title of the article was “When no landlord will rent to you, where do you go”? She stated that the article mentioned what happens when residents could not pay their rent, and trash piled up in front of the facility when evictions occurred.

She also shared another article that was released by a law firm regarding the risk when dealing with retail and hospitality businesses. Among the risks were, smoking, cooking, and an increased number of individuals per room. That could increase the likelihood of rape, murder, and other activities that would add risk and use more Town resources. She appealed to Council on behalf of herself, her son, her husband, and her community, that an extended-stay hotel would not be a viable option and would not support any positive gain for the Town.

Section VI, Item 1.

V. APPROVAL OF AGENDA

A motion was made to approve the agenda with the removal of item number 5.

Motion made by Council Member Campbell, Seconded by Council Member Hill.
Voting Yea: Council Member Furr.

VI. CONSENT AGENDA: *All matters listed under this item are considered to be routine by the Town Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.*

1. Approval of the October 5, 2023 meeting minutes.

A motion was made to approve the consent agenda.

Motion made by Council Member Furr, Seconded by Council Member Hill.
Voting Yea: Council Member Campbell.

VII. PRESENTATIONS

2. Employee Service Recognitions: David Moretz (10 years) and Lt. Philip Nelson (15 years). - **Brandon Perkins, Town Manager**

Mr. Perkins recognized Public Works Maintenance Tech II David Moretz for his 10 years of service to the Town, and Lt. Phillip Nelson for his 15 years of service. He shared that Mr. Moretz was a hard worker and a great part of the Public Works team, he was proud to honor him. He then shared that he had hired Lt. Nelson and that he brought a lot to the department. He added that Lt. Nelson was the training officer and was also in charge of the patrolling officers, he brought a lot of energy and always delivered. He thanked both men for their service.

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

X. NEW BUSINESS

3. Consideration to approve the plans and start land acquisition for the 2023 Miscellaneous Cross Drain Replacements Project No: PW-2023-06. - **Scott Langford, Town Engineer / Public Works Director**

Mr. Langford shared that the project was to replace drainage culvert infrastructure in the Town's rights-of-way and easements. The project consisted of replacing 2 culverts on Anthony Drive, 2 on Brooks Drive, 1 on Castle Lake Drive, 1 on Handley Park, 1 on Julie Road, 2 on Laurelwood Road, 1 on Ridge Road, 1 on Strandhill Road, 1 catch basin

on Farr Road at Taylor Ridge, and 1 on an easement in Pendleton subdivision. He added that staff recommended approval of the project and then to move into the land acquisition phase with Legal Counsel upon Council's approval of the plans.

Section VI, Item 1.

Council Member Campbell asked if the project would go out for bid. Mr. Langford stated that yes, after approval, then staff would begin the land acquisition.

A motion was made to approve the plans for the 2023 Miscellaneous Cross Drain Replacements Project number PW-2023-06 and to start land acquisition.

Motion made by Council Member Campbell, Seconded by Council Member Hill.
Voting Yea: Council Member Furr.

4. Consideration to approve the purchase of a new server for Police/Court Departments which includes the associated installation and migration of current data, **April Spradlin, Clerk of Court and Randy Mundy, Police Chief**

Ms. Spradlin shared that she and Chief Mundy were coming to Council because they had approved up to \$41,000 for the purpose of the Municipal Court to purchase document scanning software and the search database for court records. It was determined that their current software could perform the same function. She added that since then, the Police Department has been in need of a new server for the storage of body camera data and other required data. Ms. Spradlin stated that if Council approved, the funding could be transferred to the Police Department for their immediate need. She added that the packet was submitted last week which did not include a quote for the server. Two days ago, Chief Mundy acquired a state contract quote of \$15,069.40 for a new server which did not include the migration of data. Staff was still waiting on the data migration quote. She emphasized that Chief Mundy was only allowed to spend up to \$41,000 for the process.

A motion was made to approve the transfer of \$41,000 from the Court budget to the Police budget for the purchase of a new server and to include the migration of data.

Motion made by Council Member Campbell, Seconded by Council Member Hill.
Voting Yea: Council Member Furr.

XI. PUBLIC COMMENTS: *The second public comment period is for any issue. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

Mr. Percy Jenkins who lives on Carriage Oaks Drive spoke regarding the withdrawn extended-stay hotel item. He shared that in the official Georgia Code, Section 7-1-1000 (29) stated that "Residential property" was defined as improved real property used or occupied, or intended to be used or occupied, as the primary residence of a natural person. Such a term did not include rental property or second homes. A natural person can have only one primary residence. He added that extended-stay hotels usually became primary residences for homeless folks. He added that at the last meeting for that item, the developer stated that people could stay as long as they wished.

Mr. Jenkins stated that the Town could not place a residential property on that particular property according to the Southampton Declaration of Covenants, Conditions, and Restrictions, section 6.9 (e). He stated that a certificate of appropriateness should

not be given. Mayor Dial asked Mr. Jenkins if he was speaking on behalf of the Southampton Home Owner's Association board. Mr. Jenkins stated that he was

Section VI, Item 1.

Ms. Tallulakie Cosby who lives on Wynfield Drive wished to echo Mr. Jenkins regarding the covenants. She also referred to Section 6.9 (e). She added that based on data that she obtained from 2022 from the city of Norcross. Of the 9 extended-stay hotels, 84% of the occupants considered the facility their primary residence. She added that she had been in Tyrone for 5 years and they moved there for the schools and safety. She added that coming from a neighboring county, she personally knew the impact of an extended-stay hotel. She shared her research from the Department of Justice. Extended-stay hotels were hubs for sex trafficking, prostitution, drug manufacturing, and sales. She was concerned for her 11-year-old daughter, it was unsafe. She added that there was recently a lawsuit in Chamblee from the survivors of an extended-stay hotel. The staff knew that sex trafficking was occurring but allowed it. She opposed one being built in Tyrone.

Ms. Ann Wittenberg who lives just outside town limits on Lincoln Road near Southampton shared that she also knew firsthand how dangerous the extended-stay hotels were. She stayed in one in Baton Rouge, Louisiana. She was afraid to sleep there but had no choice, nothing was available. Checking out she almost stepped on a needle. Why would anyone want an extended-stay or any hotel to come to Tyrone?

XII. STAFF COMMENTS

Ms. Baker shared that early voting was going on through Friday, November 3rd at 945 Senoia Road including two Saturdays, and the hours were 9:00 am to 5:00 pm. She added to check My Voter Page for your polling place on Election Day, November 7th.

XIII. COUNCIL COMMENTS

Council Member Campbell stated that this year's Founders Day was a success and the fireworks were great. He added that it was also well attended. He thanked Ms. Lynda Owens and Ms. McClenney for their work.

Council Member Hill thanked the large attending body for coming out.

Mayor Dial informed everyone that Fayetteville and Peachtree City were getting extended-stay hotels, one being located at Kedron. He suggested stopping by their city halls for more information.

Mayor Dial shared that he appreciated everyone for coming out. He thanked all staff for participating in the Founders Day celebration, it was outstanding.

XIV. EXECUTIVE SESSION

A motion was made to approve the Executive Session minutes from October 5, 2023.

Motion made by Council Member Campbell, Seconded by Council Member Hill.
Voting Yea: Council Member Furr

XV. ADJOURNMENT

A motion was made to adjourn.

Section VI, Item 1.

Motion made by Council Member Furr.

Voting Yea: Council Member Hill, Council Member Campbell

The meeting adjourned at 7:39 p.m.

By: _____
Eric Dial, Mayor

Attest: _____
Dee Baker, Town Clerk



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: November 2, 2023

Agenda Item Type: Consent Agenda

Staff Contact: Brandon Perkins, Town Manager

STAFF REPORT

AGENDA ITEM:

Consideration of a bid from Sound Principles to complete A/V upgrades in the Council Chambers/Court Room and Conference Room B for an amount not to exceed \$13,713.00.

BACKGROUND:

The Town included funding in the current budget for upgrades to the audio/visual (A/V) system in the Chambers/Courtroom and Conference Room B. Those upgrades include: 2 wireless microphones to replace the wired microphones on the tables (the system was not designed for these tables, but they were put into place during COVID and we have found that it works better than the intended design, which would have two to four additional people at the dais), a replacement live stream camera that will provide better video quality for remote viewers, and a monitor on the wall of Conference Room B.

It should be noted that Staff originally had a plan to add drop microphones from the ceiling over the audience to help capture anything that might be said by attendees who are not at the podium. However, we were advised by more than one bidder that these will pick up all ambient noise and would not necessarily provide the quality audio we are looking for. For that reason, we decided against that feature.

Staff received bids from three reputable firms – Sound Principles, AVI Systems, and Hometown Services – for this project. The quotes (see attached) were as follows:

Sound Principles: \$13,713

Hometown Services: \$19,760.54

AVI: \$20,106.00

All quotes included installation/labor.

FUNDING:

Council approved \$17,000 from Assigned Funds for these and other upgrades.

STAFF RECOMMENDATION:

Staff recommends approval of the bid from Sound Principles.

ATTACHMENTS:

Full bids.

PREVIOUS DISCUSSIONS:

None.



Sound Principles Pro Multi Media Inc.
 403a McDonough Parkway
 McDonough, Georgia 30253
 United States

770 477-6227
 www.soundprinciplespro.com

BILL TO
City (Town) of Tyrone
 Brandon Perkins

770-487-4038
 bperkins@tyrone.org

Estimate Number: 2616

Estimate Date: September 22, 2023

Valid Until: October 22, 2023

Estimate Total (USD): **\$13,765.48**

Items	Quantity	Price	Amount
Shure Wireless Shure receiver for podium wireless LXD	2	\$889.00	\$1,778.00
Shure Battery Shure SB900A Lithium-Ion Rechargeable Battery	2	\$80.00	\$160.00
Shure Wireless Shure Podium or desk base for SLXD wireless gooseneck	2	\$660.00	\$1,320.00
Shure Wireless Shure podium gooseneck mic for wireless LXD	2	\$341.00	\$682.00
TV 70" LED / 4K / HD TV/ Smart for wireless -	1	\$649.00	\$649.00
Streaming Add On - Camera DataVideo PTZ Full 1080p HD camera w mounting bracket + 140T-6 w HDBase T receiver - HBT6 w mount	1	\$2,089.00	\$2,089.00
Pocket For conf room -behind TV to desk - HDMI - Desk, Wall or Floor pocket w/ connections as designed for neat cable connectivity	1	\$549.00	\$549.00
Installation Labor Installation Labor 3 hands - 2 days Project Manager 3 days - manages project staff and timelines	1	\$4,780.00	\$4,780.00
Cable Cable Package needed for all connectivity /	1	\$118.00	\$118.00



Sound Principles Pro Multi Media Inc.
 403a McDonough Parkway
 McDonough, Georgia 30253
 United States

770 477-6227
 www.soundprinciplespro.com

Items	Quantity	Price	Amount
Installation materials Mount wireless behind desk w small shelf - Materials for installation - Adapters, Cable Connectors, Pipe, Fasteners, Paint, Glue, Unistrut, Clamps, Fly ware or Rigging supplies etc.	1	\$163.00	\$163.00
Installation Truck Deliver equipment, ladders, Tools as needed	1	\$375.00	\$375.00
Installation Programming Video and audio	1	\$1,050.00	\$1,050.00

Subtotal:	\$13,713.00
No tax 0%:	\$0.00
Henry 8%:	\$52.48
<hr/>	
Total:	\$13,765.48
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Estimate Total (USD):	\$13,765.48

Notes / Terms

*Customer is to provide or be billed for any electrician or lift needs. If any balance is due, Final payment is due upon completion. Technician fees, Labor fees, Deposit and or Special order items are non refundable. By making payment and or signing this document the customer is accepting this proposal, return policy and agrees to these terms superseding any PO or any other document signed or submitted. No returns or refunds on any payment in regards to Labor, Purchases of Items to Install, Travel, Truck or Freight fees, Rental items, Special Order or Used items. By completing this transaction customer agrees to this return policy.



Rapid Response Project Proposal

AVI SYSTEMS

5923 PEACHTREE INDUSTRIAL BLVD.
SUITE 100
PEACHTREE CORNERS, GA 30092

CLIENT INFORMATION

Company:	Town Of Tyrone
Contact:	Brandon Perkins
Email:	bperkins@tyrone.org
Phone:	770-487-4038
Address:	950 Senoia Rd Suite A
City, State, Zip:	Tyrone, GA 30290

BILLING INFORMATION

Company:	_____
Contact:	_____
Email:	_____
Phone:	_____
Address:	_____
City, State, Zip:	_____

TOWN OF TYRONE AV UPGRADES

Timeline:

AVI Systems installation schedule is not only dependent on manufacturer & distributor lead times, but also any client dependencies related to infrastructure, network services, owner furnished equipment, furniture, and proper site conditions. **Please also note that global supply chain issues are resulting in atypical backorders for technology. Three-to-six-month lead times are now common on a variety of products despite AVI’s best efforts to inventory long lead devices and provide substitutions.** If a temporary or partial implementation of system(s) is required to meet the clients schedule, a change order may apply.

1. COUNCIL CHAMBERS

SYSTEM TESTING

AVI Systems will thoroughly test the existing system to ensure all components are functioning properly. Any issues discovered during testing must be acknowledged by the client in writing before any de-installation / modifications to the system can proceed.

WEB-CONFERNING

AVI Systems will de-install and remove the existing Logitech PTZ Pro 2 camera that is currently wall mounted onto the rear wall of the Council Chambers. The de-installed camera and wall mount shelf will be delivered to the client to repurpose or dispose of as they choose.

AVI Systems will provide and install (1) new AVer TR333 Auto-Tracking/Live, 4K, PTZ Camera with 30x Optical Zoom. AVI Systems will provide (1) new ceiling mount, along with the necessary mounting hardware, and will install the new Aver camera in an inverted position near the middle of the room. The USB output of the new camera will be connected to the existing USB extender set that was previously used for the Logitech camera, and AVI Systems will provide and install new CAT6 cabling from the new camera position to the equipment rack, located in the nearby storage closet, for proper connection to the existing client provided dedicated PC.

****Any setup / configuration for the PC regarding web-conferencing or recording applications (Teams, Zoom, WebEx, etc) is the sole responsibility of the client.***



AUDIO SYSTEM

AVI Systems will de-install and remove (2) of the existing SHURE **wired** gooseneck microphones from this system. The mics to be de-installed are the mics that are currently placed on the tables that are separate, but adjacent, to the main 'bench' area at the front of the room. The de-installed microphones will be delivered to the client to dispose of or repurpose as they choose.

AVI Systems will provide and install (2) new **wireless** microphone systems that each include (1) 15" gooseneck cardioid microphones. The receivers for these new microphones will be installed inside the existing equipment rack, and their audio outputs will be connected to available inputs of the existing Biamp Digital Signal Processor (DSP). For proper wireless coverage and connection from the microphones in the council chambers to the receivers located in the nearby storage room, AVI Systems will provide and install antenna extension cables, in-line antenna boosters, and antenna splitters/combiners.

In addition, AVI Systems will provide and install (4) new ceiling microphones that will be spaced through the room and over the audience area so that audio from audience members may be captured on recordings initiated during Council meetings. To allow for the (4) ceiling mics to properly connect to the existing Biamp DSP, AVI Systems will provide and install (1) new 4-input analog microphone mixer that will reside in the existing equipment rack. ***Any setup / configuration for the PC regarding web-conferencing or recording applications (Teams, Zoom, WebEx, etc) is the sole responsibility of the client.**

AVI Systems will make the necessary revisions to the internal configuration of the existing Biamp DSP to account for these changes in hardware and functionality.

CONTROL SYSTEM

AVI Systems will make the necessary revisions to the control system programming and touch panel project to account for the changes in hardware and functionality referenced above. New "Ceiling Mic Mute/Unmute" Controls will be added to the touch panel, and camera control programming will be modified to properly control the new Aver camera.

Client Responsibilities:

The client will be required to provide the following (initial below):

- Power and data infrastructure as required for audiovisual equipment
- Room(s) must be secure, dust-free and reserved in order to complete AV installation

I acknowledge and agree to the requirements listed above and understand any incomplete items may result in scheduling delays and/or additional trip charges. **Initial**_____

Please Note:

This Scope Of Work assumes that any existing system / equipment referenced above is still in place and is operational, that this space will be made available at the agreed upon time/date, that any new OFE equipment needed to complete this install will be on site and made available at time of installation, and that there will be no sound or time limitations during the scheduled install. If these assumptions are not true, additional hours/visits & additional funds may be required to complete this project. **Initial**_____



Outline of Costs:

Item	Qty.	Description	Unit Price	Total Cost
Audio System				
1	1	<ul style="list-style-type: none"> (4) Shure Microflex overhead Cardioid microphone (white) Shure Four Channel Automatic Mic Mixer (2) Shure Wireless Gooseneck Base Transmitter (G50 Hz) (2) Shure Microflex® 15-Inch Modular Gooseneck Microphone (2) Shure Digital Wireless Receiver (G50 Hz) (4) Shure 100' coaxial antenna extension cable (2) Shure 1/2 wave digital antenna (2) Shure In-Line Antenna Amplifier Shure Passive Antenna Splitter/Combiner Kit.(Includes Two Splitter/Combiners) 	\$7,117	\$7,117
Videoconferencing System				
2	1	<ul style="list-style-type: none"> Aver Auto-Tracking/Live Streaming 4K PTZ Camera Vaddio Suspended Ceiling Mount for Camera 	\$3,971	\$3,971
Misc., Cables, and Connectors				
3	1	<ul style="list-style-type: none"> AVI Misc Cables & Connectors 	\$733	\$733
Hardware Total:				\$11,821

2. CONFERENCE ROOM

DISPLAY SYSTEM

AVI Systems will provide and install (1) new 75" commercial grade display, along with (1) new static wall mount, (1) new pull-out accessory, as well as (1) power conditioner to guard against the effects of any undesirable electrical conditions. The new display will be mounted on to the left wall in this room at an appropriate height for optimal viewing by meeting attendees seated at the existing conference room table.

***Client responsible for installation of high-voltage electrical outlet at display location by a qualified electrician**

SOURCE COMPONENTS

AVI Systems will provide and install (1) HDMI digital extender set that will allow a user seated at the existing conference room table to connect to the new wall mounted display for video and audio presentation. This will include (1) 12' HDMI user cable that will be routed through the existing cable cubby located in the conference table.

AUDIO SYSTEM

Audio from a connected source will be heard using the internal speakers of the new wall mounted display. No additional audio equipment is being provided or installed as part of this project.

CONTROL SYSTEM

The manufacturer provided remote control will be delivered to the client and will allow the user to power on/off the new wall mounted display, as well as control the volume output level of the display's internal speakers. No additional control system equipment is being provided or installed as part of this project.

Client Responsibilities:

The client will be required to provide the following (initial below):

- Power and data infrastructure as required for audiovisual equipment
- Room(s) must be secure, dust-free and reserved in order to complete AV installation

I acknowledge and agree to the requirements listed above and understand any incomplete items may result in scheduling delays and/or additional trip charges. **Initial**_____



Outline of Costs:

Item	Qty.	Description	Unit Price	Total Cost
Display System				
1	1	<ul style="list-style-type: none"> LG 75" Commercial Series UHD Signage TV with Slim Depth Chief Manufacturing Extra-large Static wall Mount Chief Fusion™ Extra-Large Pull Out Accessory APC 2 Outlet Wall Mount Power Filter 	\$2,612	\$2,612
Source Components				
2	1	<ul style="list-style-type: none"> J-Tech HDMI Extender Over Single CAT Cable 	\$75	\$75
Misc., Cables, and Connectors				
3	1	<ul style="list-style-type: none"> AVI Misc Cables & Connectors 	\$333	\$333
Hardware Total:				\$3,020

Service and Preventative Maintenance

A Preferred Maintenance Contract is not included in this project proposal. Where applicable, equipment provided by AVI Systems is backed by manufacturer warranty. AVI Systems warrants installation workmanship for 30 days following project sign-off. AVI Systems dedicated service team is available for service response to support your audiovisual system. Service and maintenance requests will be billed at time and materials.

Summary of Costs

Item	Description	Price
1	Council Chambers	\$11,821
2	Conference Room	\$3,020
3	Engineering & Programming & Project Management	\$1,560
4	CAD & Documentation	\$415
5	Integration & Commissioning	\$440
6	Installation	\$2,850
Subtotal		\$20,106
Est. Sales Tax		TBD
Est. Freight		TBD
Est. Total		\$20,106

This project includes pricing for onsite labor during our standard business hours of 6:30AM – 4:30PM. If after hours work is required, this can be provided at an additional cost.



Terms: 50 / 50

Project Timeline: Project schedule will be determined with client after signed proposal is received.
****Please note that global chip shortages coupled with understaffed manufacturing facilities are resulting in atypical lead times and backorder issues on a variety of products.***

Tax: Applicable sales tax apply

Freight: Prepay and add to final invoice

Credit Cards: A 3% administrative charge will apply to all credit card transactions

Client Authorization: ✓ _____

Company: ✓ _____

Date: ✓ _____

P.O. Number ✓ _____

Terms, fees and stated scope of work are valid for 15 days from the date of this proposal. Please note that pricing is subject to change if this proposal is not accepted in its entirety.

For further clarification or questions regarding this proposal, please contact Rapid Response Manager:
 Cary Clayborn
 770-209-8600
 cclayborn@AVISystems.com

AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

- 1. Changes In The Scope of Work** – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.
- 2. Ownership and Use of Documents and Electronic Data** – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.
- 3. Proprietary Protection of Programs** – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control



systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal regulations.

4. Shipping and Handling and Taxes – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.

5. Title – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.

6. Security Interest – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI

7. Risk of Loss or Damage – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.

8. Receiving/Integration – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.

9. Equipment Warranties – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.

10. General Warranties – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN. AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

11. Indemnification – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncured material breach of this Agreement.

12. Remedies – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in



substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

13. Limitation of Remedies for Equipment – AVI’s entire liability and the Customer’s sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

14. Limitation on Liability – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI’S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

15. No Consequential Damages – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

16. Acceleration of Obligations and Default – Payment in full for all “Equipment,” which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

17. Choice of Law, Venue and Attorney’s Fees – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney’s fees it incurred to enforce its rights under this Agreement.

18. General – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI’s assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI’s reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

19. Confidentiality. The term “Confidential Information” shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party’s similar information.

20. Nonsolicitation - To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party’s executive employees or employees who are key to such Party’s performance of its obligations under this Agreement (“Covered Employees”). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.



21. Price Quotations and Time to Install – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the “Prepared Area”) Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

22. Price Quotations – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.



Home Town Services of Georgia LLC
PO Box 91
Senoia, Ga 30276
United States

(770) 599-9365
erin@hometownservicesga.com
hometownservicesga.com
Erin Courtright
erin@hometownservicesga.com
(770) 599-9365

Quote



Town of Tyrone

Suite A
Tyrone, Ga 30290
United States

bperkins@tyrone.org

(770) 881-8340

Presented By
Home Town Services of Georgia LLC





Presented On
Oct 19, 2023

Version
1

Locations


Court Room

Product **\$15,795.55** Labor **\$1,260.00**

ITEM		QTY	UNIT PRICE	TOTAL
	Sennheiser SL TS 153 GN-L SET DW-5 US SpeechLine Digital Wireless microphone set-5, US	2	\$1,649.00	\$3,298.00
	Shure MX202WP-A/MS Condenser overhead microphone, white overhead microphone, mini-shotgun cartridge	4	\$389.00	\$1,556.00
	Vaddio 999-9952-200 Roboshot 40 UHD Onelink Bridge System	1	\$10,530.00	\$10,530.00
	Wirepath NST-182-SH-1K-GRY 18-Gauge 2-Conductor Shielded Audio Control Wire - 1000 ft. Nest in Box (Gray)	1	\$411.55	\$411.55

Conference Room

Product **\$2,111.98** Labor **\$594.00**

ITEM		QTY	UNIT PRICE	TOTAL
	Add Outlet Add Outlet. Old work box, plate, receptacle and wire.	1	\$50.00	\$50.00



AVProConnect AC-BT02-AUHD 2 \$35.00
Bullet train 2 meter HDMI cable (6.5 feet) - 18Gbps ultra high speed

~~\$70.00~~



Rapid Video Mounts 1 \$99.99
RVM-74TOP175
Large heavy duty top (tilt, open back, post-installation) mount for 42" to 90" panel

\$99.99



Sony Professional FW-55BZ30J 1 \$1,170.00
55-inch BRAVIA 4K Ultra HD HDR Professional Display

\$1,170.00



Vanco International HDEXWIR 1 \$721.99
1080p Wireless HDMI Extender with IR

\$721.99

Summary

Product \$17,907.53

Labor \$1,854.00

Subtotal \$19,761.53

Tax \$1,379.81

Total Price \$21,141.34

Payment Terms

Billing Date

Due Date

Section VI, Item 2.
Amount

<input type="radio"/>	Deposit (60%)	\$12,684.80
<input type="radio"/>	Upon Completion (40%)	\$8,456.54

Signature

Signature Date



COUNCIL ITEM AGENDA REQUEST FORM

Department: RECREATION

Meeting Date: 11/2/2023
Agenda Section: Consent

Staff Contact: Lynda Owens

Staff Report:

Item Description: Tower Lights (4) for Town Tree Lighting event

Background: The contract from Yancey (tower light vendor) was sent to our lawyer. Several items were redlined. Yancey consented to removing redlined items and then signed.

Current Activity: Pending Council approval

Is this a budgeted item?_yes If so, include budget line number: 100-60-52.2320

Actions/Options/Recommendations:

Approval of rental

MAINTENANCE AND REPAIRS

Customer is responsible for daily maintenance, keys and damage to tires, and undercarriage. Any damages to the Equipment or accessories incurred in operation, transportation, or other use of the Equipment, whether due to abuse, negligence or misuse, will be charged to the Customer.

RENTAL PROTECTION PLAN ("RPP")

Rental Protection Plan (RPP) IS NOT INSURANCE; IT IS AN OPTION THAT LIMITS YOUR LIABILITY. The Charge for RPP is 16% of the rental rate. If the customer accepts RPP, in consideration of the charge shown above, Yancey Rents agrees to waive certain Claims against the customer for loss of or damage to equipment in accordance with the terms and conditions set forth in the rental agreement and in the Rental Protection Guide. By accepting RPP and paying the additional fee, Yancey Rents will limit the equipment repair or replacement cost to The Customer's Share of Repair is lesser of 10% of replacement value of the Equipment, 10% of the cost of the repairs, or \$500 plus state and local taxes. Notwithstanding payment of the RPP fee, Customer is liable for all damages to the equipment.

DAMAGES

Customer assumes all risk of loss or damage and agrees to pay YANCEY the cost of repair ~~and pay rental on the Equipment at YANCEY'S regular rates until all repairs are completed.~~ The cost of repair will be at YANCEY'S prevailing rates for labor, parts and supplies. If the Equipment is lost, stolen, or damaged beyond repair, Customer will pay YANCEY the then full replacement cost ~~together with the full rental rate until such Equipment is replaced. Accrued rental charges shall not be applied against the cost of repair or replacement.~~

OTHER

Customer must call to release Equipment and is responsible for Equipment until it is returned to or picked up by Yancey. Customer must return Equipment full of fuel or Yancey's current rate per gallon, including labor, will be charged. There will be no adjustments for non-productive time, whether due to weather conditions or any other conditions or circumstances.

ADDITIONAL OR POTENTIAL CHARGES

Overtime usage, Lost key (\$10.00), Refueling, Environmental (2%), Cleaning, and any other non-returned ancillary pieces including cable.

Safety Instructions: Customer acknowledges receipt and understands the safety instructions necessary to operate Equipment on rent.

By signing below, Customer acknowledges that Customer has read and accepted the terms and conditions set forth on all pages of this Agreement. Any person signing this Agreement represents that he or she has the authority to sign this Agreement and bind Customer to its terms and conditions.

SIGNATURE  Eric Dial

DATE

10/23/23

PRINT NAME

Jared Mulkey

MAINTENANCE AND REPAIRS

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OTHER

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Safety Instructions: Customer acknowledges receipt and understands the safety instructions necessary to operate Equipment on rent.

By signing below, Customer acknowledges that Customer has read and accepted the terms and conditions set forth on all pages of this Agreement. Any person signing this Agreement represents that he or she has the authority to sign this Agreement and bind Customer to its terms and conditions.

SIGNATURE _____
Eric Dial

DATE _____

PRINT NAME _____

Sec. 113-2. Definitions.

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

Accessory use. A use customarily incidental and subordinate to the principal use or building located on the same lot with such principal use or building.

Artist. A person who engages in the creation of products primarily by hand by persons trained in an artistic skill, e.g. ceramics, pottery, blown glass, sculpture, or hand-crafted furniture.

Adult business. A commercial establishment where an adult service is provided to patrons in the regular course of business and as one of the substantial business purposes of the establishment.

Adult day care services. The provision of an organized program of services, protective in nature, for adults which are offered for less than 24 hours per day including supervision, provision of meals, self-care, social and recreational indoor and outdoor activities, and assistance with medications.

Adult service. A dance, performance or other activity, including but not limited to, service of food or beverages, modeling, posing, wrestling, singing, reading, talking, or listening conducted for any consideration in an adult business by a person who exposes one or more specified anatomical areas or performs a specified sexual activity during all or part of the time that the person is providing the service.

Amusement park or arcade. An amusement enterprise offering entertainment to the general public in the form of rides and/or games of skill in the form of game machines, instruments, or an apparatus operated by coin, slug, token or similar medium. The activity may be indoors or outdoors.

Antenna. Any exterior apparatus designed for telephonic, radio, or television communication through the sending and/or receiving of electromagnetic waves.

Auction house/yard. A structure or enclosure where goods or livestock are sold by auction.

Automobile. Every vehicle, excluding motorcycles, designed for carrying ten passengers or less and designed and used for the transportation of persons.

Automobile impoundment yard/tow service and wrecking facilities. A parcel of land or a building that is used for the storage of wrecked motor vehicles which are kept for a period of time not exceeding 45 days, and the dismantling or disassembly of damaged or wrecked vehicles.

Automobile repair. Buildings and land where repairs, including painting and body repair, are made on automobiles.

Automobile sales. Buildings and land used for the retail sale of automobiles. Repairs may occur at any establishment involved in retail sales, storage of inventory or replacement parts and services including mechanical and body repair or restoration.

Automobile service station. An establishment where gasoline and other petroleum products are sold as the principal use of the property. Light maintenance activities such as engine tune-ups, windshield wiper blade replacements, lubrication and minor repairs may also be provided if incidental to such principal use.

Automotive convenience and gas station. Structures designed for the sale of motor fuels and groceries. This establishment may include an automatic car wash but cannot engage in the business of automotive repair.

Basement. An area below the first floor level in a building and having not more than one-half of its clear floor-to-ceiling height above grade. A basement shall not be counted as a story.

Bed and Breakfast inn (B&B). A private owner-occupied residence with one to three guestrooms. The B&B is subordinate and incidental to the main residential use of the building.

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(Supp. No. 16)

Buffer. A portion of a lot set aside to provide a visual separation from abutting tracts, uses, or streams through the use of natural vegetation or other means including replanting, or the provision of supplemental plantings or other visual screening elements or noise attenuation devices. Buffers are not included in setbacks.

Buildable area. That area of a tract or parcel of land excluding all floodplains, wetlands, bodies of water, required buffers, easements, street rights-of-way and/or other encumbrances.

Building. Any enclosed structure with a permanent foundation and having a roof supported by columns or walls and intended for the shelter, housing or enclosure of any person, animal, process, equipment, good or property of any kind.

Building height. The vertical distance of a building measured from the median height of the basement level or crawl space to the midpoint of the highest roof. The midpoint shall be measured from the ceiling joist of the highest floor level to the top of the highest roof surface. For structures constructed without a basement or crawl space, the measurement will be taken beginning at the ground floor level. See also tower height.

Building materials establishments. A business engaged in selling primarily lumber or lumber and a general line of building materials to the public. While these establishments may also sell to contractors, they are known as retail in the trade. General building materials include: doors; windows; electrical supplies; flooring; paint; glass; wallpaper; wall covering; plumbing supplies (retail); and tile.

Building setback line. The minimum distance allowed between the street right-of-way line and the principal building or structure on a lot or any projection thereof, except the projections of unenclosed porches, steps, eaves, gutters and similar fixtures as permitted by this section.

Business vehicle. Any vehicle used for business purposes whether or not the owner is a private or governmental entity except that school buses shall be excluded.

Campground. An area to be used for transient occupancy by camping in tents, camp trailers, travel trailers, motor homes, or similar movable or temporary sleeping quarters of any kind.

Care home. A state-licensed convalescent center, assisted living facility, memory care facility, or similar use established to render long-term domiciliary care to individuals of retirement status no longer able to live independently. This shall not include facilities for the care of mental patients, epileptics, alcohol/drug use patients, or nursing homes.

Child caring institution. Any institution, society, agency, or facility which either primarily or incidentally provides full-time care for children under 17 years of age outside of their own homes, subject to such exceptions such as may be provided in rules and regulations of the state board of human resources. For purposes of these rules, a child caring institution means any institution, society, agency or facility that provides care to six or more children.

Club, lodge or social building. All associations of civic, social, cultural, religious, fraternal, literary, political, and recreational or like activities operated for the benefit of the members and not open to the general public.

Commercial motor vehicle. Any vehicle with a gross vehicular weight greater than 10,000 pounds or with a minimum width of 80 inches and a maximum length of 196 inches. Construction or other similar vehicles or equipment not designed and intended for passenger use or for on-the-road hauling shall be deemed commercial motor vehicles.

Commercial motor vehicle repair. Buildings and land where repairs, including painting and body repair, are made on commercial motor vehicles.

Commercial motor vehicles sales. Buildings and land used for the retail sale of commercial motor vehicle sales, including boats and recreational vehicles. Repairs may occur at any establishment involved in retail sales, storage of inventory or replacements parts and services including mechanical and body repair or restoration.

Community living arrangement. Any 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, supports, 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 department of human resources, division of mental health, developmental disabilities, and addictive diseases. A community living arrangement is also referred to as a "residence".

Construction vehicle. Any heavy-duty vehicle designed for executing construction tasks, including but not limited to backhoes, bulldozers, front loaders, excavators, graders, cranes, dump trucks, and similar vehicles.

County. Fayette County, Georgia.

Day care—Child care learning center. Any center operated by a person, society, agency, corporation, institution, or group that receives pay for group care, children remain less than 24 hours per day and provides care for 19 or more children, under 18 years of age, and which is required to be licensed or commissioned by the Georgia Department of Early Care and Learning.

Day care—Family home. A private residence operated by any person who receives pay for supervision less than 24 hours per day, without transfer of legal custody, of at least three but not more than six children under 18 years of age who are not related to such person and whose parents or guardians are not residents of the same private residence.

Day care—Group. A center operated by any person, partnership, association, or corporation that receives pay for group care, operates less than 24 hours per day and provides care for seven to 18 children, under 18 years of age, and which is required to be licensed or commissioned by the Georgia Department of Early Care and Learning.

Day spa. A nurturing, safe, clean commercial establishment, which employs professional, licensed therapists whose services include massage and body or facial treatments. Massage treatments may include body packs and wraps, exfoliation, cellulite and waxing, aromatherapy, cleansing facials, medical facials, and nonsurgical face lifts, electrical toning, and electrolysis. Hydrotherapy and steam and sauna facilities, nutrition and weight management, spa cuisine, and exercise facilities and instructions may be provided in addition to the massage and therapeutic treatment services. Full-service hair, make-up consultation and application and manicure and pedicure services may be provided as additional services.

Density. As used in residential categories of the comprehensive land use plan for the Town of Tyrone, means the number of dwelling units permitted per acre or other specified area of land. For the purpose of this definition street rights-of-way shall not be included in density calculations.

Drive-in. A retail or service enterprise where service is provided to the customer on the outside of the principal building.

Dwelling. A building or part of a building designed for occupancy by one family for residential purposes as a single housekeeping unit.

Dwelling, single-family. A detached dwelling designed for and containing one dwelling unit.

Dwelling, two-family or duplex. A dwelling designed for and containing two dwelling units totally separated from each other.

Dwelling, multi-family. A dwelling designed for three or more dwelling units totally separated from each other.

Dwelling, townhouse. One of a series of three or more attached dwelling units which has ground floor access and is separated from the others by wall partitions extending at least from the lowest floor level to the roof.

Dwelling unit. A house or other structure or portion of any building or structure forming a separate, independent housekeeping establishment with provisions for cooking, eating, sleeping and sanitation.

Extended Stay Hotel. A building containing at least 20% of guest rooms for lodging, offered to the public for compensation, which are advertised, designed, intended or routinely utilized for occupancy beyond 15 days, and/or have facilities for the refrigeration and preparation of food by guests, such as a cooktop/stove, oven, or dishwasher.

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Exterior storage. The storage of any material for a period greater than 24 hours, including items for sale, lease, processing, and repair not in an enclosed building.

FAA. The Federal Aviation Administration.

Family. One or more persons occupying a single dwelling unit provided that unless all members are related by blood, adoption or marriage, no such family shall contain over five persons, but further provided that domestic servants employed on the premises may be housed on the premises without being counted as a separate family or families. The term "family" does not include any organization or institutional group.

Farm operations. Farming operations related to livestock-raising, provided all structures permitted under this category are related to the farming operations.

Farmers' market. Seasonal selling or offering for sale at retail of home-grown vegetables or produce, occurring in a pre-designated area, where the vendors are generally individuals who have raised the vegetables or produce or have taken the same on consignment for retail sale.

FCC. The Federal Communications Commission.

FEMA. The Federal Emergency Management Agency.

Floor area, accessory structure. The sum of the horizontal areas of the several floors of the structure under roof, excluding any space where the floor-to-ceiling height is less than six feet.

Floor area, principal structure. The area of a dwelling exclusive of unheated attic, basement, garage, carport, patios, and open porches measured from the exterior face of the exterior walls of a dwelling.

Frontage lot. A lot for which one of the principal boundary lines as described on the deed is coincident with a street right-of-way line.

Group home. A facility or dwelling unit housing two or more individuals who are not related to the owner by blood or marriage and operating as a single family-like housekeeping unit, including but not limited to homes for orphans, foster children, the elderly, and battered children and women.

Hardware store. Retail stores where items such as plumbing, heating and electrical supplies, sporting goods and paints are sold.

Health club. A place or building where active exercise and related activities are performed utilizing weight control or muscle-building equipment or apparatus for the purpose of physical fitness.

Height. See building height; tower height.

Home occupation. An occupation carried on in a dwelling unit by the resident thereof; provided that the use is limited in extent and incidental and secondary to the use of the dwelling unit for residential purposes and does not change the character thereof.

Hospital. Any institution receiving in-patients, providing a staffed 24-hour emergency care facility, and authorized under Georgia law to render medical, surgical, and/or obstetrical care. The term "hospital" shall include a sanitarium, with an approved certificate of need (CON) from the state health planning agency, for the treatment and care of various forms of mental illness, but shall not include office facilities for the private practice of medicine, dentistry or psychiatry.

Hotel. A facility with more than 3 rooms in which lodging, along with customary lodging facilities and services, such as meeting rooms, restaurant, maid service, and fitness center, are provided for transient guests for stays of less

than 30 days and offered to the public for compensation. The term "hotel" includes the term "motel," "inn," "lodging house," "tourist court," and "extended stay hotel." A building in which overnight accommodations are provided to the public. The term "hotel" includes the terms "motel" and "tourist court".

Independent living facility. A facility containing units which is part of a lifecare community and includes complete facilities for independent living, including cooking and sanitary facilities. The occupants are presumed to be able to function independently of the support facilities of the lifecare community.

Indoor pet boarding. Any facility where pet animals owned by another person are temporarily boarded indoors for pay, trade, barter, commission or remuneration of any sort; however, this definition shall not apply to animal hospitals and veterinary clinics operated by veterinarians duly licensed under law.

Indoor sports facility. An indoor facility accommodating a variety of individual, organized, or franchised sports, including wrestling, soccer, tennis, volleyball, racquetball, or handball. Such facility may also provide other regular organized or franchised events, swimming pool, snack bar, restaurant, retail sales of related sports, health or fitness items, arcade, and other support facilities.

Intermediate care home. A facility which admits residents on a medical referral; it maintains the services and facilities for institutional care and has a satisfactory agreement with a physician and dentist who will provide continuing supervision including emergencies, and it otherwise complies with these rules and regulations.

Junk or salvage yard. Property used for outdoor storage, keeping, abandonment, sale or resale of junk including scrap metal, rags, paper or other scrap materials, used lumber, salvaged house-wrecking and structural steel materials and equipment, or for the dismantling, demolition, or abandonment of automobiles or other vehicles or machinery or parts thereof.

Kennel. Any location boarding, caring for and keeping more than a total of four dogs or cats or other small animals or combination thereof (except litters of animals of not more than six months of age) or any location boarding, caring for and keeping more than a total of ten chickens. The definition for kennel herein shall not include those facilities that satisfy the definition for indoor pet boarding and which are located on property zoned under the town's community commercial (C-1) or highway commercial (C-2) zoning classifications.

Landfill. Disposal sites where solid wastes, other than recyclable wastes or hazardous wastes, are disposed of on land by placing an earth cover thereon.

Livestock. Animals including, but not limited to: horses, cattle, goats, sheep, pigs, potbellied pigs, roosters, ducks, geese, mules, emu/ostrich, buffalo, and llamas. This term shall be deemed to specifically exclude domestic dogs and domestic cats, as well as chickens (other than roosters) and normally domesticated small animals such as rabbits, hamsters, and guinea pigs.

Lot, corner. A lot located at the intersection of two streets.

Lot coverage. The percentage of a lot which may be covered with buildings or structures, excluding walks, drives, other similar uses, and recreation facilities which are accessory to a permitted use.

Lot of record. A lot which is part of an approved subdivision, a plat of which has been recorded in the office of the clerk of the superior court of the county; or a parcel of land, consistent with the town's ordinances and regulations at the time of conveyance, conveyed by deed recorded in the office of the clerk of the superior court of the county.

Lot, parcel. A tract of land legally transferable as a single unit of land.

Lot, through. A lot having a pair of opposite lot lines along two more or less parallel public streets and which is not a corner lot. On a through lot, both street lines shall be deemed front lot lines.

Lot width. The distance from one side lot line to the other side lot line measured at the minimum building setback line.

Manufactured housing. Manufactured housing means a structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length or, when erected on a site, it is 320 or more square feet and which is built on a permanent chassis and is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air conditioning, and electrical systems contained therein. For purposes of this Ordinance, the term "mobile home" shall be construed to mean "manufactured housing" or "manufactured home."

Manufactured home lot. A parcel of land in a mobile home park for the placement of a single mobile home and for the exclusive use of its occupants.

Manufactured home park. A parcel of land which has been planned and improved for the placement of mobile homes for nontransient use.

Motel. See hotel.

Neighborhood recreation center or swimming pool (residential zoning districts). A private recreational facility for use solely by the residents and guests of a particular residential development, planned unit development, or residential neighborhood, including indoor and outdoor facilities. These facilities are usually proposed or planned in association with the development and are usually located within or adjacent to such development.

Nonconformance. A legally existing lot, use, building or structure which fails to comply with the provisions herein, as of the effective date of the ordinance from which this section derives, or as the result of subsequent amendments.

Nursing home. A 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 and 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; it otherwise complies with these rules and regulations.

Open space. That portion of a lot, including yards, established pursuant to the requirements of this section as open space, which is open and unobstructed from its lower level to the sky, with the exception of natural foliage, flower garden or accessory recreational facilities or walkways, which is accessible to all persons occupying a building on the lot and is not part of the roof of any portion of any building.

Parks. A natural or landscaped area, with or without buildings or structures, to meet the active or passive recreational needs of people.

Personal care home. Any dwelling, whether operated for profit or not, which undertakes through its ownership and management to provide or arrange for the provision of housing, food service, and one or more personal services for two or more individuals who are not related to the owner by blood or marriage.

Public use. Administrative and cultural buildings, uses and structures, including lots and facilities owned, used or operated by a governmental agency.

Recreation vehicle. A self-propelled or towed vehicle used as a temporary dwelling for travel and recreational purposes. Recreation vehicles shall include camping trailers and travel trailers in addition to self-propelled vehicles and shall not exceed eight and one-half feet in width and 45 feet in length.

Religious institution. A building used for public worship including temples, synagogues and related Sunday school or church school facilities.

Setback. The area as designated by this section in which a structure may not be erected, as measured from the property boundaries of the lot or from the buffer line if a buffer is required.

Self-storage facility. A building or group of buildings in a controlled-access and secured compound that contains varying sizes of individual, compartmentalized and controlled-access stalls or lockers for the storage of customers' goods or wares.

Sewer system, central sanitary. Collection of sanitary sewage via a pipe network and its transportation to a common collection point with treatment to required Georgia Department of Natural Resources criteria prior to release.

Sewer system, community sanitary. A sanitary sewer system provided for the collection of sanitary sewage for a platted subdivision of not less than 30 lots via a pipe network with transportation to a common collection point for on-site treatment.

Small engine sales and repair. The sale and repair of lawnmowers, motorized lawn equipment, motorized hand-carried tools, motorcycles, and motor scooters.

Special trade contractor. A person or establishment that specializes in a specific aspect of construction, such as carpentry, electrical, painting, plumbing, flooring, roofing or tile.

Specified anatomical areas. Specified anatomical areas shall include any of the following:

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

Specified sexual activities. Specified sexual activities shall include any of the following:

- (1) Human genitals in a discernible state of sexual stimulation or arousal;
- (2) Actual or simulated sexual intercourse, masturbation, oral copulation, flagellation, bestiality, fondling, or sodomy;
- (3) Fondling or other erotic touching of human genitals, pubic region or pubic hair, buttock, or female breasts; or
- (4) Any combination of the foregoing.

State. The State of Georgia.

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 multistory building used for parking, excluding a basement, shall be classified as a story.

Street, private. Any right-of-way or area set aside to provide vehicular access within a development which is not dedicated or intended to be dedicated to the town, and which is not maintained by the town.

Street, public. All streets other than private streets.

Structure. Anything constructed or erected, the use of which requires a location on the ground, or attached to something having a location on the ground, including but not limited to permanently mounted signs, tennis courts, swimming pools and buildings, but does not include walls or fences.

Subdivision. All divisions of a tract or parcel of land into two or more lots, building sites or other divisions for the purpose (whether immediate or future) of sale, legacy or building development; it includes all divisions of land involving a new street to which the public has access (whether public or private) or a change in an existing street, and includes resubdivision and, where appropriate to the context, relates to the process of subdividing or to the land or area subdivided; provided, however, that the following are not included within this definition:

- (1) The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to the standards of this section; and
- (2) The division of land into parcels of five acres or more where no new street is involved.

Tower, tower facilities. Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guyed towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common carrier towers, cellular telephone towers, and alternative tower structures. Facilities shall also include all accessory buildings excluding tower anchors.

Tower height. When referring to a tower or tower facilities, the distance measured from ground level to the highest point on the tower or other structure, even if said highest point is an antenna. See also building height.

Town. The Town of Tyrone, Georgia.

Vehicle, abandoned. A vehicle which is wrecked, dismantled, partially dismantled, discarded, is in an unhealthy condition, does not bear a current license plate with an appropriate decal affixed thereto or is incapable of being moved under its own power, unless said vehicle is stored within a completely enclosed building.

Yard. A required open space on a lot that is left unoccupied with structures and facilities, except as permitted herein.

Yard, front. The area between a property line adjacent to a thoroughfare and the building line, extending the full width of the lot.

Yard, rear. The area between the rear property line and the rear building line, extending the full width of the lot.

Yard, side. The area between the side property line and the side building line, extending from the front yard to the rear yard.

(Revised June 6, 2013; October 3, 2013; April 2, 2015; Ord. No. 2018-07, § 1, 5-17-2018; Ord. No. 2020-06, § 1, 9-17-2020; Ord. No. 2023-03, § 1(A), 2-16-2023)



TOWN COUNCIL STAFF REPORT

Department: Community Development

Meeting Date: 10/26/2023

Staff Contact: Phillip Trocquet

Agenda Section: New Business

Staff Report:

Item Description:

Background/History

Town Council has initiated text amendments to the zoning ordinance to address two overarching items: the Town’s Certificate of Appropriateness (CA) and provisions/conditions for hotel uses within the Town.

Council has expressed an interest to make the ordinance for a CA more clear as well as implement conditions for hotels that address the health, safety, and welfare of residents consistent with the Town’s character and future planning efforts.

Staff has presented the following 5 Text Amendments to address Council’s request.

Findings/Current Activity:

The first text amendment to the certificate of appropriateness was aimed at making a more clear list of requirements so that there is less confusion for applicants about what is specifically required. The CA referenced standards in a few different sections of the ordinance. This amendment consolidates the necessary standards into a list.

The remaining four text amendments aim to better define and regulate hotels in the town consistent with our development efforts for such buildings.

- Section 113-2 has been defined to better define hotels as well as extended stay hotels.
- Section 113-128 (Community Commercial) has been amended to reflect some housekeeping changes to C-1 development standards that better match similar standards in our ordinance as well as to move hotels and similar uses from the ‘permitted’ use section to the ‘conditional’ use section of the zoning district provisions.
- Section 113-129 (Highway Commercial) has been amended to also reflect housekeeping changes to the development standards as well as to shift hotels and similar uses from the ‘permitted’ use section to the ‘conditional’ use section.
- Section 113-190 was amended to establish conditions for hotels and similar uses.

Staff heavily researched zoning standards for hotels where they were listed as conditional uses across many cities in Georgia and based on APA zoning literature.

Is this a budgeted item? _____ If so, include budget line number: _____

Actions/Options/Recommendations:

Staff recommends approval of the text amendments regarding the certificate of appropriateness, definitions changes, C-1 changes, and C-2 changes. Staff recommends approval of some or all of the listed conditions for hotels as outlined in Section 113-190.

Planning Commission Recommendation

Planning Commission recommended approval of the proposed text amendments with a consideration to amend condition 'i' under the conditional use section. Discussion was had regarding the 30-day provision to include more precise language such as:

No guest rooms shall be utilized for occupancy by a single guest for a period of 30 continuous days. Only one such stay shall occur within a 60-day period.

There was also conversation regarding the legal ramifications of some additional conditions discussed such as a requirement for a full-service restaurant and the limitation of food preparation facilities.

Additional conversation was had requesting Planning Commission involvement in site planning and/or certificate of appropriateness issuance in order to assist council in the processing of such requests based on their overall role in serving the Town.

Sec. 113-128. Community commercial district (C-1).

(a) *Permitted uses:*

- (1) Accounting, auditing and bookkeeping services;
- (2) Advertising agencies;
- (3) Adult day care;
- (4) Amphitheaters;
- (5) Antique stores;
- (6) Apparel and accessory stores (including dressmaker and tailor);
- (7) Appraisers;
- (8) Art galleries;
- (9) Art studios;
- (10) Assembly halls;
- (11) Attorneys;
- (12) Automobile claims adjuster;
- (13) Auditoriums;
- (14) Bail bonding services;
- (15) Bakeries, retail;
- (16) Banquet halls;
- (17) Barbershops and beauty shops;
- (18) Bicycle repair shops;
- (19) Blood donor stations;
- (20) Blueprinting and photocopying services;
- (21) Book and stationery stores;
- (22) Bowling alley;
- (23) Business agents and brokers;
- (24) Business service support establishments;
- (25) Camera and photographic supply stores;
- (26) Care homes;
- (27) Carryout/delivery establishments;
- (28) Catalog mail order stores;
- (29) Caterers;
- (30) Churches and other places of worship;
- (31) Cigar stores and stands;

- (32) Clerical;
- (33) Collection services;
- (34) Commercial photography, art and graphics offices;
- (35) Computer or data processing offices;
- (36) Convention or exhibition halls;
- (37) Counseling and guidance services;
- (38) Credit reporting services;
- (39) Dance schools;
- (40) Delicatessen and gourmet food stores (with incidental catering);
- (41) Dental care services;
- (42) Detective agency and protective services (excluding armored cars and animal rental);
- (43) Dinner theatres;
- (44) Doctors/physicians' offices;
- (45) Drafting services;
- (46) Drugstores;
- (47) Eating establishments, when accessory to a permitted use;
- (48) Electric transformer stations, gas regulator stations and telephone exchanges;
- (49) Employment agencies;
- (50) Engineering, planning and architectural offices;
- (51) Fabric shops;
- (52) Farm and garden supply stores;
- (53) Finance, insurance and real estate institutions;
- (54) Florists;
- (55) Food specialty shops (ice cream, coffee, soda fountain);
- (56) Furniture, home furnishing and appliance stores;
- (57) General building contractors;
- (58) Gift, novelty and souvenir stores (excluding adult novelty);
- (59) Glass sales;
- (60) Grocery stores limited to a floor area not exceeding 5,000 square feet;
- (61) Gyms;
- (62) Hardware sales;
- (63) Historical society/welcome, information centers;
- (64) Hobby, toy and game shops;
- ~~(65) Hotels;~~

- (~~6665~~) Household and apparel stores;
- (~~6766~~) Indoor sports facilities; and
- (~~6867~~) Interior decorator services;
- (~~6968~~) Jewelry sales and repair;
- (~~7069~~) Key duplicating shops;
- (~~7172~~) Kitchen-ware stores;
- (~~7271~~) Laundry and dry cleaning pick-up stations;
- (~~7372~~) Lawn and garden supply;
- (~~7473~~) Libraries;
- (~~7574~~) Locksmiths;
- (~~76~~) ~~Lodging houses;~~
- (~~7775~~) Management, consulting and public relations services;
- (~~7876~~) Manicure services (nail care);
- (~~7977~~) Meat, seafood and poultry markets (excluding live poultry);
- (~~8078~~) Medical photography;
- (~~8179~~) Message answering services;
- (~~8280~~) Museums;
- (~~8381~~) Musical instrument sales and repair;
- (~~8482~~) News dealers and newsstands;
- (~~8583~~) Notary public;
- (~~8684~~) Nursing homes;
- (~~8785~~) Occupational physical therapy;
- (~~8886~~) Office uses as part of a planned office center;
- (~~8987~~) Optician and optometry stores;
- (~~9088~~) Parks;
- (~~9189~~) Pawn shops;
- (~~9290~~) Pet shops;
- (~~9391~~) Pharmacies;
- (~~9492~~) Photographic studios;
- (~~9593~~) Picture framing stores;
- (~~9694~~) Playhouses;
- (~~9795~~) Political organizations;
- (~~9896~~) Produce markets;
- (~~9997~~) Publishing only: newspaper, periodicals and books;

- ~~(10098)~~ Radio, television and stereo sales and service;
- ~~(10199)~~ Repair, as an accessory use;
- ~~(102100)~~ Retail automotive parts and tire stores;
- ~~(103101)~~ Restaurants, general and convenience;
- ~~(104102)~~ Seasonal outdoor retail (activity for the sale of flowers, garden supplies, produce);
- ~~(105103)~~ Shoe repair and sales;
- ~~(106104)~~ Skating rinks;
- ~~(107105)~~ Special trade contractors;
- ~~(108106)~~ Specialized non-degree schools;
- ~~(109107)~~ Specialized merchandise stores;
- ~~(110108)~~ Sporting goods;
- ~~(111109)~~ Swimming pools (prefabricated), hot tubs and spa sales;
- ~~(112110)~~ Talent and theatrical booking agents;
- ~~(113111)~~ Telephone business offices;
- ~~(114112)~~ Telecommuting centers;
- ~~(115113)~~ Travel agencies;
- ~~(116114)~~ Used goods stores;
- ~~(117115)~~ Video sales and rentals (excluding adult entertainment); and
- ~~(118116)~~ Visiting nurse associations.

(b) *Conditional uses (see article VII):*

- (1) Animal hospitals and veterinary clinics;
- (2) Arcades;
- (3) ATMs;
- (4) Automobile brokers;
- (5) Automobile repair;
- (6) Bed and breakfasts;
- (7) Cemeteries;
- (8) Day nurseries and kindergartens;
- (9) Dog grooming shops.
- (10) Electrical supply stores;
- (11) Electric transformer stations, gas regulator stations and telephone exchanges;
- (12) Hotels (to include motels, lodging houses, inns, and extended stay hotel)
- ~~(1213)~~ Independent living facilities;
- ~~(1314)~~ Indoor pet boarding;

- ~~(1415)~~ Laundry and dry cleaning establishments including pick-up stations, package plants and coin-operated facilities;
- ~~(1516)~~ Neighborhood recreation center or swimming pools;
- ~~(1617)~~ Paint, glass and wallpaper stores;
- ~~(1718)~~ Private or parochial schools;
- ~~(1819)~~ Public utility facilities; and
- ~~(1920)~~ Small engine sales and repair.

(c) *Development standards:*

- (1) Minimum lot area—One acre;
- (2) Minimum lot width—100 feet;
- (3) Yard setbacks:
 - a. From a major thoroughfare—80 feet;
 - b. From a collector—70 feet;
 - c. From a residential street—55 feet;
 - d. Rear yard setbacks—30 feet;
 - e. Side yard setbacks—20 feet;
- (4) Maximum height of structures—40 feet, with structures not to exceed three overall stories;
- (5) Where a lot adjoins a single-family residential, MHP, or the AR zoning district—75-foot buffer (June 21, 2001); and
- (6) Maximum building size—Footprint of 30,000 square feet.

(Revised March 1, 2012; August 1, 2013; October 2, 2014; Ord. No. 2017-02, §§ 1—4, 5-4-2017; Ord. No. 2017-08, § 1, 11-2-2017; Ord. No. 2018-07, § 2, 5-17-2018; Ord. No. 2019-08, § 1, 11-21-2019; Ord. No. 2020-05, § 1, 9-17-2020; Ord. No. 2020-05A, § 1, 9-17-2020; Ord. No. 2020-07, § 1, 9-17-2020; Ord. No. 2023-03, § 1(C), 2-16-2023)

Sec. 113-129. Highway commercial district (C-2).

(a) *Permitted uses:*

- (1) All those permitted uses in the C-1 zoning district;
- (2) Aquariums, planetariums, botanical gardens
- (3) Assembly halls;
- (4) Automobile air conditioning equipment, sales and installation;
- (5) Automobile broker;
- (6) Automobile claims adjuster;
- (7) Automobile convenience and gas services;
- (8) Automobile upholstery shops;
- (9) Reserved;

- (10) Bail bonding services;
- (11) Billiard and pool halls;
- (12) Blood banks;
- (13) Body art studios (June 6, 2013);
- (14) Building materials dealers (garage doors, fencing, roofing, storm windows, kitchen, cabinets, wallboard, insulation);
- (15) Building materials establishments;
- (16) Carpet and vinyl flooring stores;
- (17) Catalog, mail order stores;
- (18) Churches and other places of worship;
- (19) Comedy clubs;
- (20) Consumer electronic repair services;
- (21) Drive-in restaurants;
- (22) Dwelling as an accessory structure to be used for security purposes;
- (23) Fast food restaurants;
- (24) Flea markets;
- (25) Flooring stores;
- (26) Funeral homes and funeral chapels, mortuaries, crematoriums;
- (27) Furniture upholstery shops;
- (28) Landscaping services;
- (29) Heating, air conditioning, ventilation supply stores;
- (30) Home appliance repair and related services;
- (31) Home health care services;
- (32) Hookah lounges (June 6, 2013);
- (33) Household and apparel sales and rental;
- (34) HVAC/plumbing/electrical contractors;
- (35) Indoor sports and recreation facilities;
- (36) Medical supply businesses;
- ~~(37) Motels;~~
- (38) Musical instrument sales and repair, musical supply sales including records, tapes and compact discs;
- (39) Natural materials dealers (lime, plaster, sand, gravel, lumber);
- (40) Nursing homes;
- (41) Packaging services;
- (42) Parcel and express services;

- (43) Playhouses;
- (44) Plumbing supply stores;
- (45) Radio and television broadcasting stations (excluding transmission towers);
- (46) Recording and developing studios;
- (47) Service agencies;
- (48) Sign stores—Painting and lettering;
- (49) Swimming pool supplies, cleaning and maintenance services;

~~(50) Taverns, bars, lounges;~~

- (51) Training/rehabilitation services;
- (52) Upholstery, furniture services; and
- (53) Water-softening services.

(b) *Conditional uses (see article VII):*

- (1) Animal hospitals and veterinary clinics;
- (2) Armored car services;
- (3) ATMs;
- (4) Automobile repair;
- (5) Automobile sales;
- (6) Automobile service stations;
- (7) Automotive parking establishments;
- (8) Bed and breakfasts;
- (9) Car wash services;
- (10) Commercial motor vehicle repair;
- (11) Commercial motor vehicle sales;
- (12) Farmers' markets;
- (13) General building contractors;
- (14) Golf cart sales and service;
- (15) Golf or baseball driving ranges;
- (16) Gun shops;
- (17) Health clubs and day spas;

(18) Hotels (to include motels, lodging houses, inns, and extended stay hotels)

- ~~(1819)~~ Laundry and dry cleaning establishments including pick-up stations, package plants and coin-operated facilities;
- ~~(1920)~~ Marine sales and parts;
- ~~(2021)~~ Miniature golf courses;

- (~~2122~~) Nursing homes (June 6, 2013);
- (~~2223~~) Outdoor sports facilities and swimming pools;
- (~~2324~~) Paint, glass and wallpaper stores;
- (~~2425~~) Par 3 golf courses;
- (~~2526~~) Plant nurseries;
- (~~2627~~) Private or parochial schools;
- (~~2728~~) Public utility facilities;
- (~~2829~~) Retail automobile parts and tire stores;
- (~~2930~~) Small engine sales and repair; and
- (~~3031~~) Tennis courts, clubs and facilities.

(c) *Development standards:*

- (1) Minimum lot area—One acre (May 20,1999);
- (2) Minimum lot width—100 feet (May 20,1999);
- (3) Yard setbacks:
 - a. From a public street—50 feet (May 20,1999);
 - b. Rear yard setbacks—30 feet;
 - c. Side yard setbacks—20 feet;
- (4) Maximum height of structures—~~35-40~~ feet (~~May 20, 1999~~);
- (5) Where a lot adjoins a single-family residential district, a MHP district, or an AR district—75-foot buffer (June 21, 2001);
- (6) Maximum building size—Footprint 30,000 square feet.

(Revised March 1, 2012; June 6, 2013; Ord. No. 2017-03, §§ 1—4, 5-4-2017; Ord. No. 2018-07, § 3, 5-17-2018; Ord. No. 2019-09, § 1, 11-21-2019; Ord. No. 2020-08, § 1, 9-17-2020)



TOWN COUNCIL STAFF REPORT

Department: Community Development

Meeting Date: 10/26/2023

Staff Contact: Phillip Trocquet

Agenda Section: New Business

Staff Report:

Item Description:

Background/History

Town Council has initiated text amendments to the zoning ordinance to address two overarching items: the Town’s Certificate of Appropriateness (CA) and provisions/conditions for hotel uses within the Town.

Council has expressed an interest to make the ordinance for a CA more clear as well as implement conditions for hotels that address the health, safety, and welfare of residents consistent with the Town’s character and future planning efforts.

Staff has presented the following 5 Text Amendments to address Council’s request.

Findings/Current Activity:

The first text amendment to the certificate of appropriateness was aimed at making a more clear list of requirements so that there is less confusion for applicants about what is specifically required. The CA referenced standards in a few different sections of the ordinance. This amendment consolidates the necessary standards into a list.

The remaining four text amendments aim to better define and regulate hotels in the town consistent with our development efforts for such buildings.

- Section 113-2 has been defined to better define hotels as well as extended stay hotels.
- Section 113-128 (Community Commercial) has been amended to reflect some housekeeping changes to C-1 development standards that better match similar standards in our ordinance as well as to move hotels and similar uses from the ‘permitted’ use section to the ‘conditional’ use section of the zoning district provisions.
- Section 113-129 (Highway Commercial) has been amended to also reflect housekeeping changes to the development standards as well as to shift hotels and similar uses from the ‘permitted’ use section to the ‘conditional’ use section.
- Section 113-190 was amended to establish conditions for hotels and similar uses.

Staff heavily researched zoning standards for hotels where they were listed as conditional uses across many cities in Georgia and based on APA zoning literature.

Is this a budgeted item? _____ If so, include budget line number: _____

Actions/Options/Recommendations:

Staff recommends approval of the text amendments regarding the certificate of appropriateness, definitions changes, C-1 changes, and C-2 changes. Staff recommends approval of some or all of the listed conditions for hotels as outlined in Section 113-190.

Planning Commission Recommendation

Planning Commission recommended approval of the proposed text amendments with a consideration to amend condition ‘i’ under the conditional use section. Discussion was had regarding the 30-day provision to include more precise language such as:

No guest rooms shall be utilized for occupancy by a single guest for a period of 30 continuous days. Only one such stay shall occur within a 60-day period.

There was also conversation regarding the legal ramifications of some additional conditions discussed such as a requirement for a full-service restaurant and the limitation of food preparation facilities.

Additional conversation was had requesting Planning Commission involvement in site planning and/or certificate of appropriateness issuance in order to assist council in the processing of such requests based on their overall role in serving the Town.



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Sec. 113-190. Conditional use approval.

Conditional uses include certain uses which are allowed in a particular zoning district provided that all conditions specified under this section are met. The zoning administrator shall issue a conditional use permit for each use listed below upon compliance with all specified conditions and approvals by the appropriate town/county officials.

- (a) *Special regulations.* Prior to the issuance of development and/or building permits, a site plan must be submitted to the zoning administrator and approved by the appropriate town/county officials. This requirement shall apply to all conditional uses allowed within the various zoning districts except for: farm outbuildings; home occupations; single-family residences; and temporary meeting and/or events which are conducted no longer than 14 days per year.
- (b) *Conditional uses allowed.* The following list comprises the conditional uses allowed pursuant to this section and the zoning districts within which such uses may be found.
 - (1) Accessory antenna structures (see also accessory uses). Accessory antenna structures for amateur radio service shall be located a distance of at least one-third the height of the tower from all property lines.
 - (2) Accessory retail sales and service (O-I)
 - . Retail sales and service accessory to the operation of an office building or institutional use, conducted wholly within the building housing the use to which these activities are accessory, provided that the floor space used or to be used for these secondary uses shall be limited to a total of ten percent of the net floor area in an office building or institutional use, provided that:
 - a. Every public entrance to this use shall be from a lobby, hallway or other interior portion of the primary use structure;
 - b. No merchandise shall be stored or displayed outside of the primary use structure; and
 - c. Restaurants and cafeterias as an accessory use may be located in a structure other than the primary use structure.
 - (3) Accessory uses and structures incidental to permitted uses. The following provisions apply to accessory uses and structures that are incidental to permitted uses:
 - a. An accessory structure shall be located on the same lot as the principal building to which it is accessory;
 - b. No accessory structure shall be constructed upon a lot until construction of the principal building has commenced;
 - c. An accessory structure shall not be permitted in a front yard in a residential zoning district;
 - d. No accessory structure in a non-residential zoning district shall be used by other than employees of the owner, lessee or tenant of the premises, unless otherwise allowed by provisions of this section;
 - e. A residential accessory structure shall not be rented or occupied for gain; and
 - f. The maximum size of accessory buildings in residential zoning districts shall be according to the size of the lot as follows:

Lot Size	Building Size
0 to 0.999 acres	900 sq. ft.
1 to 1.999 acres	1,200 sq. ft.

2 to 4.999 acres	1,500 sq. ft.
5 to 7.999 acres	1,700 sq. ft.
8 to 9.999 acres	2,000 sq. ft.
10 or more acres	No size limit

(May 11, 2008)

- (4) Animal hospitals and veterinary clinics (O-1, C-1, C-2, M-1). All structures used as an animal hospital or veterinary clinic shall be located and the activities conducted at least 100 feet from any property zoned or used for residential purposes. The use shall comply with the following:
 - a. Adequate soundproofing and odor-proofing shall be provided so the use does not create a nuisance;
 - b. No boarding shall be allowed unless required in connection with medical treatment; and
 - c. No outside runs or kennels shall be allowed.
- (5) Arcade (C-1). Hours of operation shall be within 8:00 a.m. and 9:00 p.m.
- (6) Armored car service (C-2):
 - a. No outdoor storage; and
 - b. Additional parking space requirements.
- (7) Auction yards or establishments (M-1):
 - a. Not allowed within a radius of 500 feet of any public park, public playground, school, church, hospital, and cemetery; within 100 feet of any highway, nor within 500 feet of any residential zoning district;
 - b. Must be screened from view of the road and adjoining property with an opaque fence at least seven feet in height;
 - c. Maximum lot size—Ten acres;
 - d. A minimum 100-foot buffer shall be provided along every property line including a public right-of-way so that junk is not visible from a public street or adjoining properties;
 - e. All structures and storage areas shall be set back at least 200 feet from a public street and adjoining properties in the residential zoning district or the A-R zoning district; and
 - f. Must follow all current state and federal regulations.
- (8) Automatic teller machines (ATMs) (see also accessory uses) (all non-residential zoning districts). The ATM must be attached to an existing building.
- (9) Automobile brokers (C-1, O-1). No stock in trade may be kept on premises unless confined to interior storage.
- (10) Automobile repair. (C-1, C-2):
 - a. The use shall not be permitted within 300 feet of any property used for a school, park, playground or hospital.
 - b. No outdoor storage of equipment or inventory is permitted.
 - c. All activities shall be carried on entirely within an enclosed building.

- d. The use shall not be established on a lot which is either adjacent to or directly across the street from any residential zoning district.
 - e. All overhead doors must face the side and/or rear yard or be screened from view from the street.
 - f. In C-1 Districts, no automobile repair business shall be established along the street frontage. All such businesses shall be located behind an existing non-automotive business.
- (11) Automobile service stations (C-2):
- a. Service areas, facilities, and pump islands shall not be located any closer than 75 feet from a residential zoning district or the A-R zoning district;
 - b. Gasoline pump islands, air and water hoses, and vacuum cleaners shall be set back the following distances from street rights-of-way:
 - 1. Major thoroughfare:
 - (i) Arterial—35 feet;
 - (ii) Collector—30 feet;
 - 2. Minor thoroughfare—25 feet;
 - c. Canopies shall extend no closer than 15 feet from any street right-of-way;
 - d. Underground storage tanks shall be set back no closer than 20 feet from all property lines; and
 - e. No automotive repairs.
- (12) Automotive parking establishments (C-2). All stock-in-trade must be screened in accordance with screening provisions in the land development ordinance and stock-in-trade must be stored on an impervious surface.
- (13) Automotive rentals (M-1). Rental units must be screened in accordance with the land development ordinance screening requirements.
- (14) Baseball batting cages (C-2, M-1):
- a. The facility shall be enclosed by a wall or fence and buffer area ten feet in depth to screen adjacent property;
 - b. Loudspeakers shall be prohibited; and
 - c. Lighting shall be established in such a way that adjacent properties and roadways are not adversely affected and that no direct light is cast upon adjacent properties and roadways.
- (15) Bed and breakfast (AR, C-1, C-2). Individual guests are prohibited from staying at a particular bed and breakfast for more than 14 consecutive days or more than 45 days in a calendar year with breakfast served at no additional cost.
- (16) Boatyard, truck repair, boat repair, motorcycle repair, automotive parking establishment, golf cart sales and service, automobile impoundment yard, automobile impoundment area (C-2, M-1). All stock-in-trade must be screened in accordance with screening provisions in the land development ordinance and stock-in-trade must be stored on an impervious surface.
- (17) Campground facilities (AR):
- a. Campsites shall be utilized by recreational vehicles and tents (normally associated with outdoor camping), but not by manufactured housing;

- b. The campground shall be utilized for short-term occupancy of 15 days or less; provided, however, that the property owner or resident manager may permanently occupy one single-family dwelling;
 - c. Said uses shall be permitted only on a lot which possesses at least 60 feet of frontage on a major thoroughfare;
 - d. Minimum lot area—Ten acres;
 - e. Maximum density—Four campsites per gross acre;
 - f. A minimum 50-foot planted buffer plus all required setbacks shall be established around the perimeter of the entire development. Buffer areas shall be continuous except for approved access, utility easements, and signs (pursuant to the sign ordinance);
 - g. Minimum setbacks for structures and use areas (including campsites) as measured from required buffers:
 - 1. Front yard—75 feet;
 - 2. Side yard—25 feet;
 - 3. Rear yard—25 feet;
 - h. At least ten percent of the gross acreage shall be reserved for recreational areas;
 - i. Accessory uses shall be allowed provided that the following requirements are met:
 - 1. Such uses and structures shall be restricted to the use of occupants of the park and their guests;
 - 2. All structures and use areas shall meet the minimum buffer and setback requirements;
 - 3. Such uses and structures shall be limited to the following: rental offices; shower and restroom facilities; coin-operated laundry facilities; convenience stores; and snack bars;
 - 4. Total floor area for all accessory structures listed above shall not exceed 3,000 square feet;
 - j. The sale of alcoholic beverages and/or automotive gasoline shall be prohibited; and
 - k. The site plan for the proposed campground (including all accessory structures) shall be approved by the Fayette County Health Department.
- (18) Car wash service (C-2). Any impervious surface shall be located on the same lot for the storage of vehicles awaiting service equal to one-third of the practical hourly capacity of the wash machines.
- (19) Cemeteries (C-1, O-I):
- a. Minimum lot area—Ten acres for a human cemetery and five acres for a pet cemetery;
 - b. A crematorium shall be allowed only in conjunction with a cemetery or a mausoleum; not in conjunction with a cemetery as a conditional use with a church;
 - c. Grave sites shall be set back at least 50 feet from all property lines;
 - d. A 20-foot buffer shall be provided in addition to required setbacks along all property lines adjoining an AR zoning district or a residential zoning district;

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- e. A landscaped buffer ten feet in width and no less than six feet in height shall be installed along all side and rear lot lines; and
 - f. Road frontage shall have a fence of stone stucco, wrought iron or similar materials or combination thereof.
- (20) Cemetery as an accessory structure to a church:
- a. All such facilities shall front on a major collector for a distance for at least 100 feet;
 - b. Minimum lot size—One acre;
 - c. Maximum lot size—Three acres;
 - d. All buildings shall be set back at least 50 feet from the front property line (35 feet if a corner lot), 40 feet from the rear property line, and 20 feet from side property lines; and
 - e. A densely-planted buffer, no less than six feet in height, having a minimum width of ten feet shall be installed along all side and rear property lines which abut a residential zoning district.
- (21) Child caring institution (AR, RMF, O-I, E-I).
- a. Such facility shall obtain all necessary local and state licenses;
 - b. All facilities must provide 80 square feet of personal living space per resident or that amount required by the State of Georgia for the licensing of child caring institutions, whichever is greater; and
 - c. Inspections may be performed by the town to determine whether or not said facility is in compliance with these conditions.
- (22) Commercial motor vehicle repairs. (M-1):
- a. The use shall not be permitted within 300 feet of any property used for a school, park, playground or hospital.
 - b. No outdoor storage of equipment or inventory is permitted unless screened entirely from adjacent properties and all rights-of-way by a solid opaque fence a minimum of six feet in height.
 - c. All repair activities shall be carried on entirely within an enclosed building.
 - d. The use shall not be established on a lot which is either adjacent to or directly across the street from any residential zoning district.
 - e. All overhead doors must face the side and/or rear yard or be screened from view from the street.
- (23) Commercial motor vehicle sales. (C-2, M-1):
- a. The use shall not be permitted within 300 feet of any property used for a school, park, or playground.
 - b. The use shall not be established on a lot which is either adjacent to or directly across the street from any residential zoning district.
 - c. Loudspeakers are prohibited.
 - d. Lighting shall be established in such a way that adjacent properties and roadways are not adversely affected and that no direct light is cast upon adjacent properties and roadways.

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- e. Outside storage of other than stock-in-trade is prohibited.
 - f. Stock-in-trade must be stored on an impervious surface.
 - g. Outdoor activities are limited to operating hours from 7:00 a.m. to 9:00 p.m.
 - h. All activities except for sales shall be conducted entirely indoors.
 - i. All overhead doors must face the side and/or rear yard or be screened from view from the street.
- (24) Community living arrangement (AR, CR-2, CR-3, R-20, R-18, R-12, DR, TR, RMF, MHP).
- a. The principal structure shall contain a residential facade architecturally similar to adjacent buildings;
 - b. Such facility shall obtain all necessary local and state licenses;
 - c. The use is limited to the principal structure only;
 - d. All facilities must provide 80 square feet of personal living space per resident or that amount required by the State of Georgia for the licensing of community living arrangements, whichever is greater;
 - e. The owner of the establishment must live on the premises;
 - f. Unless located in a district permitting two-family or multi-family dwellings, no more than four individuals not related to the owner by blood or marriage shall reside on the premises; and
 - g. Inspections may be performed by the town to determine whether or not said facility is in compliance with these conditions.
- (25) Construction equipment, truck rentals (C-2). Outdoor display must be screened in accordance with the land development ordinance screening requirements. All outdoor storage of equipment and trucks must be on an impervious surface.
- (26) Day care services; home occupation (all residential zoning districts). Home occupation day care services may be established and operated in the town in accordance with the guidelines and procedures set forth below:
- a. Guidelines:
 - 1. A home occupation day care service means a private residence operated by any person who receives pay for the supervision and care for fewer than 24 hours per day, without transfer of legal custody, not more than six children simultaneously, who are under 18 years of age, who are not related to such person and whose parents or guardians are not residents in the same private residence;
 - 2. Not more than 25 percent of a residence may be used for a home occupation day care service and an outdoor play area may be provided;
 - 3. No home occupation day care service may be established and operated in the town until a permit to do so has been obtained in accordance with the procedures set forth below;
 - 4. Must comply with all current state regulations for day care services;
 - b. Procedures:

1. *Permit application.* Persons seeking to operate a home occupation day care service in the town must file a permit application with the town clerk. Each application shall also be accompanied by the applicant's affidavit certifying the maximum number of children that will be served simultaneously and that the proposed home occupation day care service will meet and be operated in accordance with all applicable state laws and regulations with all ordinances and regulations of the town;
2. *Decision on application.* Within 30 days of the date the permit application is filed with the town clerk, the town council shall either approve or disapprove the application for a permit to be issued. An application shall be approved only upon a determination by the town council that the home occupation day care service proposed by the applicant will be operated in compliance with all state regulations, this section and the fire and safety codes of the county; will not constitute too great a concentration of such home occupations as to adversely impact a neighborhood; and that all other requirements of this section have been met; and
3. *Issuance of permits.* Each permit shall become effective on the date it is issued by the town.

(27) Day nurseries and kindergartens (O-I, E-I, C-1):

- a. There shall be not less than 30 square feet of indoor play area for each child at maximum licensed enrollment, and not less than 100 square feet per child of outdoor play area at maximum licensed enrollment;
- b. The outdoor play area shall be enclosed by a fence not less than six feet in height in a location other than the front yard;
- c. A circular drive shall be provided for off-street loading and unloading; and
- d. Must comply with all current state regulations for day care services.

(28) Dog grooming shops (C-1).

- a. All outdoor areas accessible to animals while off-leash shall be enclosed by a fence of at least six feet in height which is secured at the bottom to prevent an animal from digging out of the enclosed area.
- b. Animals shall be supervised at all times while off-leash in outdoor areas.
- c. No breeding of animals shall occur at the facility.
- d. Adequate sound-proofing and odor-proofing shall be provided so that the use does not create a nuisance.
- e. The facility shall be located at least 100 feet from any property residentially zoned or used for residential purposes.
- f. The facility shall obtain all necessary state licenses and shall be in compliance with all applicable state regulations.

(29) Dry cleaning plants (M-2):

- a. Dry cleaning plants using cleaning systems which make use of solvents rated at above 40 by the Underwriter's Laboratories, Inc. Standard of Classification, known as Class I Systems, shall be prohibited;

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- a. Dry cleaning plants which use cleaning systems which make use of solvents rated at more than five but not less than 40 according to the Underwriter's Laboratories, Inc. Standard Classification, known as Class II and Class III Systems, shall not be established in a building with other occupancy;
 - c. The building for a dry cleaning plant shall not contain more than 4,000 square feet of floor area inclusive of dry cleaning pickup facility within the building;
 - d. Fuel for operation of the equipment shall be smokeless fuel; and
 - e. Central water and central sanitary sewage for systems are required.
- (30) Electric transformer stations, gas regulator stations and telephone exchanges (all zoning districts). The following provisions apply to electric transformer stations, gas regulator stations and telephone exchanges:
- a. These uses shall be essential for service to the area in which they are located;
 - b. Any building or structure, except a fence, shall be set back not less than 20 feet from any property line and shall meet all applicable yard requirements;
 - c. These uses shall be enclosed by a fence not less than eight feet in height;
 - d. The required front yard and other open space on the premises outside the fenced area shall be grassed, landscaped and maintained in an appropriate manner; and
 - e. The storage of vehicles and equipment on the premises shall be prohibited.
- (31) Electrical supply stores (C-1, M-1):
- a. Except in the M-1 zoning district there shall be no outdoor storage of materials, supplies or equipment except within a completely fenced area, which is adequately buffered to provide visual screening from the adjoining properties; and
 - b. In the M-1 zoning district, outdoor storage shall be at least 50 feet from the street right-of-way line.
- (32) Farmers' markets (C-2):
- a. Weekend business license only;
 - b. Written permission of the property owner shall be obtained prior to licensing and permitting of the operation; and
 - c. Hours of operation limited from 8:00 a.m. to sundown.
- (33) Farming structures (AR). All farming-related structures shall be located at least 100 feet from property lines, and must comply with the conditions set out for accessory structures.
- (34) General building contractors (O-I, C-1, C-2, M-1, M-2). There shall be no exterior storage of equipment, materials or construction vehicles in any district other than the M-2 zoning district. Any outdoor storage must be placed on an impervious surface.
- (35) Golf cart sales and service (C-2). All stock-in-trade must be screened in accordance with screening provisions in the land development ordinance and stock-in-trade must be stored on an impervious surface.
- (36) Golf driving ranges (C-2, M-1):
- a. All structures, greens, fairways, and parking areas shall be set back at least 100 feet from any AR or residential zoning district;

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- b. All structures, greens, fairways, and parking areas shall be set back at least 50 feet from any non-residential zoning district;
 - c. Said facilities shall be for daytime use only except that lighting may be provided for facilities which are located more than 350 feet from a single-family or multi-family residence provided that lighting is oriented away from adjacent property; and
 - d. No outside loudspeaker system shall be utilized.
- (37) Golf courses and clubhouses (A-R, M-1, C-2):
- a. The golf course shall be a minimum of nine holes;
 - b. Any building or structure established in connection with this use shall be set back not less than 100 feet from any property line, except where the property line is a street line. The front yard setback established for the zoning district shall apply. When a property line is on a natural waterway, a property line setback shall be in accordance with the Soil Erosion and Sediment Control Act and this section, whichever is greater; and
 - c. Lighting shall be established in such a way that adjacent properties and roadways are not adversely affected and that no direct light is cast upon adjacent properties and or roadways.
- (38) Group home (AR, CR-2, CR-3, R-20, R-18, R-12, DR, TR, RMF, MHP).
- a. The principal structure shall contain a residential facade architecturally similar to adjacent buildings;
 - b. Such facility shall obtain all necessary local and state licenses;
 - c. The use is limited to the principal structure only;
 - d. All facilities must provide 80 square feet of personal living space per resident or that amount required by the State of Georgia for the licensing of group homes, whichever is greater;
 - e. The owner of the establishment must live on the premises;
 - f. Unless located in a district permitting two-family or multi-family dwellings, no more than four individuals not related to the owner by blood or marriage shall reside on the premises; and
 - g. Inspections may be performed by the town to determine whether or not said facility is in compliance with these conditions.
- (39) Gun shops (C-2):
- a. Must have 12 inch bollards 42 inches high four feet apart which are designed to prevent vehicles from entering the front doors and which meet ADA standards;
 - b. Must have a steel roll down gate in front of the entrance to prevent unauthorized entry;
 - c. Operating hours must be limited to the time period between 10:00 a.m. and 8:00 p.m.;
 - d. Must have an alarm system on the building to notify of unauthorized entry;
 - e. Must have a camera security system to monitor building at all times for unauthorized activity;
 - f. Must have concrete poured walls in any area involving discharge of fire arms;
 - g. Must have a certified range safety officer on duty at all times;

- h. Must meet all applicable standards established for lead management and Occupational Safety and Health Administration (OSHA) compliance for indoor shooting ranges, as published by the National Association of Shooting Ranges and OSHA;
 - i. Must install an intercom system within the facility; and
 - j. Must install a seven-inch wide, four-foot tall concrete block wall along the property line shared with any other business for a distance of at least 65 feet.
 - k. Gun shops may also have a firing range as an accessory use.
- (40) Health clubs or day spas (O-I, C-1, C-2). Private treatment rooms are required for each client receiving a personal service, and the use must comply with all state requirements.
- (41) Home occupations (All residential zoning districts):
- a. No use shall create noise, dust, vibration, smell, smoke, glare or electrical interference that would be detectable beyond the dwelling unit or accessory building;
 - b. The use shall be conducted entirely within the dwelling unit or accessory building and only persons living in the dwelling unit shall be employed at the location of the home occupation;
 - c. No more than 30 percent of the dwelling unit may be used for the conduct of the home occupation;
 - d. No materials, equipment shall be stored or parked on the premises of the home occupation unless they are confined entirely within the residence. In addition, there shall be no storage of mechanical earthmoving equipment at the location of the home occupation unless the property area exceeds five acres; and
 - e. No home occupation shall be operated so as to create or cause a nuisance.
- (42) Hospital (C-2, M-1, M-2, O-I):
- a. Minimum lot size—Ten acres;
 - b. Such use shall be permitted only on a lot which fronts on an arterial thoroughfare;
 - c. A minimum 50-foot buffer plus the required setbacks shall separate all buildings from any residential or AR zoning district;
 - d. Minimum setbacks:
 - 1. Front yard—100 feet;
 - 2. Side yard—50 feet;
 - 3. Rear yard—50 feet; and
 - e. Support services, such as pharmacies, public cafeterias and gift shops, are allowed provided such services are in conjunction with, and accessory to, the hospital structure. Such businesses shall be conducted within the primary use structure.

(43) Hotels (Including motels, lodging houses, inns, tourist courts, and extended stay hotel)

- a. Minimum lot size – 3 acres;
- b. A minimum 100' buffer shall separate the development from residential or AR zoning districts;
- c. Exterior lighting shall be designed to be completely downward facing and shielded to prevent light spillage onto neighboring residential or mixed-use properties;

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d. Service entrances, loading docks, and garbage collection areas shall not be located adjacent to residential property lines and shall be screened with landscaping or architectural features;

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e. Windows, balconies, and rooftop amenities such as pools or lounges, facing any residential district shall be designed to be screened from direct line of sight into neighboring residential properties. A line-of-sight study may be required;

f. Hotels shall be required to provide main access to all guest rooms through a lobby of at least one thousand (1,000) square feet;

g. All guest rooms shall be accessed through an interior hallway and shall not have direct access to the exterior of the building unless required by fire safety regulations.

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h. Outside storage or long-term parking over 24hours of heavy equipment, construction or related equipment shall be prohibited;

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i. No business shall be allowed to operate from a guest room within a hotel;

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k. If within 300' of residentially zoned properties, hotels shall implement noise-control measures, such as soundproofing assembly areas and soundproofing or restrictions on outdoor assembly activities during the hours of 9:00pm – 8:00am;

l. No guest rooms shall be utilized for occupancy beyond 30 days; and

m. Guest rooms shall not include facilities for the preparation of food such as a cooktop stove, or oven. This excludes the use of mini-fridges and microwaves.

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(43) Independent living facilities (C-1). Must be part of a care home facility campus.

(44) Indoor pet boarding (C-1):

- a. All outdoor areas accessible to animals while off-leash shall be enclosed by a fence of at least six feet in height which is secured at the bottom to prevent an animal from digging out of the enclosed area.
- b. Animals shall be supervised at all times while off-leash in outdoor areas.
- c. No breeding of animals shall occur at the facility.
- d. Adequate sound-proofing and odor-proofing shall be provided so that the use does not create a nuisance.
- e. The facility shall be located at least 100 feet from any property zoned or used for residential purposes.
- f. The facility shall obtain all necessary state licenses and shall be in compliance with all applicable state regulations.

(45) Junkyard (M-2):

- a. Not allowed within a radius of 500 feet of any public park, public playground, school, church, hospital, and cemetery; within 100 feet of any highway, nor within 500 feet of any residential zoning district;
- b. Must be screened from view of road and adjoining property with an opaque fence at least seven feet in height;
- c. Maximum lot size—Ten acres;

- d. A minimum 100-foot buffer shall be provided along every property line including public right-of-way so that junk is not visible from a public street or adjoining properties;
 - e. All structures and storage areas shall be set back at least 200 feet from a public street and/or adjoining residential or AR zoning district; and
 - f. Must follow all current state and federal regulations.
- (46) Kennels (M-2, AR). All structures used as boarding or breeding kennels shall be located and activities conducted at least 400 feet from any property zoned or used for residential purposes.
- (47) Laundromat, self-service or otherwise (C-2). Central water and central sanitary sewage systems are required.
- (48) Laundry and dry cleaning establishments, including pick-up stations, package plants and coin-operated facilities (C-1, C-2). The establishment is limited to a floor area not exceeding 4,000 square feet.
- (49) Livestock (AR):
- a. Livestock shall only be permitted on a fenced lot containing two or more acres for one animal, or one and one-half acres for each animal if more than one; and
 - b. All buildings used for animals shall be set back not less than 200 feet from any property line.
- (50) Lumber, hardware and other building material establishments (C-2, M-1). Outdoor storage shall be at least 50 feet from the street right-of-way line.
- (51) Miniature golf courses (C-2):
- a. The facility shall be enclosed by a wall or fence and buffer area ten feet in depth to screen the adjacent properties, the fence or wall must be at least six feet in height and any portion over six feet must be transparent;
 - b. Loudspeakers shall be prohibited;
 - c. Lighting shall be established in such a way that adjacent properties and roadways are not adversely affected and that no direct light is cast upon adjacent properties and roadways; and
 - d. No outdoor activities after 11:00 p.m.
- (52) Automobile sales. (C-2, M-1):
- a. The use shall not be permitted within 300 feet of any property used for a school, park, or playground.
 - b. The use shall not be established on a lot which is either adjacent to or directly across the street from any residential zoning district.
 - c. Loudspeakers are prohibited.
 - d. Lighting shall be established in such a way that adjacent properties and roadways are not adversely affected and that no direct light is cast upon adjacent properties and roadways.
 - e. Outside storage of other than stock-in-trade is prohibited.
 - f. Stock-in-trade must be stored on an impervious surface.
 - g. Outdoor activities are limited to operating hours from 7:00 a.m. to 9:00 p.m.

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- h. All activities except for sales shall be conducted entirely indoors.
 - i. All overhead doors must face the side and/or rear yard or be screened from view from the street.
- (53) Nursing home (RMF, O-I, E-I, C-2).
- a. Such facility shall obtain all necessary local and state licenses; and
 - b. There shall be a maximum of 20 beds per gross acre of development.
- (54) Outdoors sports facilities and swimming pools (C-2):
- a. The facility shall be enclosed by a wall or fence and buffer area ten feet in depth to screen the adjacent properties, the fence or wall must be at least six feet in height and any portion over six feet must be transparent;
 - b. Loudspeakers shall be prohibited;
 - c. Lighting shall be established in such a way that adjacent properties and roadways are not adversely affected and that no direct light is cast upon adjacent properties and roadways; and
 - d. No outdoor activities after 11:00 p.m.
- (55) Paint, glass and wallpaper stores (C-1, C-2). There shall be no outdoor storage of materials, supplies or equipment.
- (56) Personal care home (AR, CR-2, CR-3, R-20, R-18, R-12, DR, TR, RMF, MHP).
- a. The principal structure shall contain a residential facade architecturally similar to adjacent buildings;
 - b. Such facility shall obtain all necessary local and state licenses;
 - c. The use is limited to the principal structure only;
 - d. All facilities must provide 80 square feet of personal living space per resident or that amount required by the State of Georgia for the licensing of personal care homes, whichever is greater;
 - e. The owner of the establishment must live on the premises;
 - f. Unless located in a district permitting two-family or multi-family dwellings, no more than four individuals not related to the owner by blood or marriage shall reside on the premises; and
 - g. Inspections may be performed by the town to determine whether or not said facility is in compliance with these conditions.
- (57) Plant nurseries (C-2, M-1). Any structure used as a commercial plant nursery shall be set back at least 100 feet from any property zoned or used for residential purposes.
- (58) Public utility facilities (O-I, C-1, C-2, M-1, M-2):
- a. Minimum lot size—Five acres;
 - b. All structural parts of the facility shall be contained within the boundaries of the parcel;
 - c. An eight-foot high fence capped with barbed wire with a locked gate shall surround the facility;

- d. If electrical current is present in the facility, signs stating "high voltage" shall be attached to the fence every 20 linear feet; and
- e. A 100-foot undisturbed buffer is required adjacent to all property lines.

(59) Recycling facility (M-1):

- a. All separation and processing (baling, compacting, grinding or shredding) must occur entirely within an enclosed building;
- b. A convenient paved drop-off area must be provided, permitting vehicles to re-enter the public street in a forward manner. Traffic circulation patterns must be indicated on the site plan;
- c. All outside storage of recyclable materials must be on a paved surface within fully enclosed bins with hinged lids or other access points which can be closed; and
- d. All outside storage areas shall be screened according to the development regulations. Storage bins cannot be greater in height than the screening.

(60) Religious institutions (all residential zoning districts):

- a. Religious institutions must be located on a lot of at least five acres and have 100 feet of street frontage;
- b. A 50-foot buffer adjacent to residential zoning district is required;
- c. Driveways and parking areas are exempt from setbacks;
- d. The scale, intensity, and operation of the use shall not generate unreasonable noise, traffic, congestion or other potential nuisances or hazards to contiguous residential properties;
- e. Additional accessory uses and facilities that are customarily associated with religious institutions and intended primarily for the use of worshipers are permitted such as:
 - 1. Outdoor recreation facilities 10,000 square feet or smaller;
 - 2. Indoor recreation facilities such as gymnasiums, health, and fitness facilities;
 - 3. Recreation center and club;
 - 4. Cemetery or mausoleum;
 - 5. Museum;
 - 6. Adult day care center;
 - 7. Child day care center;
 - 8. Kindergarten;
 - 9. Private school;
 - 10. One dwelling for an employee of the place of worship;
 - 11. No outdoor activities are permitted to take place after 10:00 p.m.;
 - 12. The scale, intensity and operation of the accessory use or facility shall not generate unreasonable noise, traffic congestion, or other potential nuisances or hazards to contiguous residential properties;
 - 13. Must comply with the AR zoning district setbacks;

- 14. Landscape area shall be required in accordance with the land development regulations;
 - 15. The construction of one open air pavilion utilized for picnics /social gatherings only is allowed under the following conditions:
 - (i) Minimum lot size—15 acres;
 - (ii) The pavilion must be at least 150 feet from any property line;
 - (iii) The pavilion must be constructed following the construction of the main sanctuary building;
 - (iv) The floor area cannot exceed 20 percent of the square footage of the main sanctuary building;
 - (v) The pavilion may not be lighted or used after 10:00 p.m.; and
 - 16. Church or religious tent meetings must comply with and obtain a special events permit.
- (61) School (private, parochial and/or special) and incidental sports arena, stadium or recreational field (E-1, C-1, C-2):
- a. Minimum lot size—One acres;
 - b. A minimum 100-foot wide buffer plus required setbacks shall be provided adjacent to any residential or AR zoning district;
 - c. Outdoor recreation areas shall not be located within 150 feet of an adjoining residential or AR zoning district. Outdoor lighting for recreation purposes shall not be permitted after 10:00 p.m.;
 - d. Student drop-off and vehicular turn-around facilities shall be provided on the site;
 - e. The construction of one open air pavilion over 900 square feet utilized for picnics/social gatherings only is allowed under the following conditions
 - 1. Minimum lot size—40 acres;
 - 2. The pavilion must be at least 150 feet from any property line;
 - 3. The pavilion must be constructed following the construction of the main school building;
 - 4. The floor area cannot exceed 20 percent of the square footage of the main school building; and
 - 5. If the pavilion is built in conjunction with an attached storage building, the overall square footage shall not exceed 20 percent of the main school building square footage.
- (62) Self-storage warehouses (M-1):
- a. The development will be screened from view from any right-of-way;
 - b. Development with visible exterior "drive-up" doors shall be limited to a single story. Development with all indoor storage units only accessible through interior corridor hallways shall be limited to two stories with an interior mezzanine level that is not visible to the right-of-way;

- c. Hours of operation will be limited to 7:00 a.m. to 9:00 p.m. (does not prohibit access to storage units);
 - d. All lighting will be directed downward and inward. After hours lighting will be reduced as to minimize lighting impacts on adjacent and nearby developments;
 - e. Impervious surface area is limited to 70 percent of the parcel (May 5, 2007);
 - f. Storage of vehicles, boats, and trailers, shall be located so that they are not visible from view from adjacent residential areas and public roads with any combination of privacy fence and /or berm, and vegetation. Covered vehicle storage up to 850 square feet per parking space, shall be allowed provided it does not exceed 25 percent of the overall gross square footage of all buildings. All covered storage must have a peaked roof, be closed on any side that is visible from a residential or A-R zoning district or from any street and must be built of materials consistent with the main structure. Aisles adjacent to boat and RV parking shall be a minimum of 50 feet wide unless it is angle parking; and
 - g. No exterior loudspeakers or paging equipment shall be permitted on the site.
- (63) Sexually oriented business (M-2):
- a. It is not located within 1,000 feet of:
 - 1. A church, synagogue, mosque, temple or building which is used primarily for religious worship and related religious activities;
 - 2. A public or private educational facility including but not limited to child daycare facilities, nursery schools, preschools, kindergartens, elementary schools, private schools, intermediate schools, junior high schools, middle schools, high schools, vocational schools, secondary schools, continuation schools, special education schools, junior colleges and universities. School includes the school grounds, but does not include facilities used primarily for another purpose and only incidentally as a school;
 - 3. A boundary of a residential zoning district;
 - 4. A public park or recreational area which has been designated for park or recreational activities included but not limited to a park, playground, nature trail, swimming pool, reservoir, athletic field, basketball or tennis court, pedestrian/bicycle path, wilderness area, or other similar public land which is under the control, operation or management of the town parks and recreation authorities;
 - 5. The property line of a lot devoted to a residential use;
 - 6. An entertainment business which is oriented primarily toward children or family;
 - 7. The premises of a business licensed pursuant to the alcoholic beverage regulations of the state;
 - b. It is not located within 1,500 feet of another sexually oriented business; and
 - c. It is not located within the same building, structure or portion thereof containing another sexually oriented business.
- (64) Small engine sales and repair. (C-1, C-2, M-1):

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- a. The use shall not be permitted within 300 feet of any property used for a school, park, playground or hospital.
 - b. No outdoor storage of equipment or inventory is permitted.
 - c. All activities shall be carried on entirely within an enclosed building.
 - d. The use shall not be established on a lot which is either adjacent to or directly across the street from any residential zoning district.
 - e. All overhead doors must face the side and/or rear yard or be screened from view from the street.
- (65) Special trade contractors (O-I, C-1, M-1, M-2). There shall be no exterior storage of equipment, materials or construction vehicles in any district other than the M-2 zoning district. Any outdoor storage must be placed on an impervious surface.
- (66) Temporary carnival or rodeo (AR):
- a. Said carnival or rodeo shall not be operated longer than seven days;
 - b. Tents shall require the approval of the Fayette County Fire Marshal;
 - c. Off-street parking shall be required; and
 - d. Outdoor lighting for activities shall not be permitted after 11:00 p.m.
- (67) Tennis court, club and facilities (C-2);
- a. The facility shall be enclosed by a wall or fence and buffer area ten feet in depth to screen the adjacent properties, the fence or wall must be at least six feet in height and any portion over six feet must be transparent;
 - b. Loudspeakers shall be prohibited;
 - c. Lighting shall be established in such a way that adjacent properties and roadways are not adversely affected and that no direct light is cast upon adjacent properties and roadways; and
 - d. No outdoor activities after 11:00 p.m.
- (68) Waste facility (M-2):
- a. No outside storage of waste or waste containers shall be permitted;
 - b. No waste shall be stored on-site over 24 hours;
 - c. No waste facility shall be located within 1,000 feet of any AR or residential zoning district, park, playground, or other public land;
 - d. No waste facility shall be located within 5,000 feet of another waste facility; and
 - e. No waste facility shall be located within 1,000 feet of any state or federal highway right-of-way (November 20, 1997).

(Revised March 1, 2012; June 6, 2013; February 6, 2014; June 5, 2014; October 2, 2014; April 2, 2015; August 6, 2015; Ord. No. 2017-01, §§ 1, 2, 5-4-2017; Ord. No. 2017-07, § 1, 7-6-2017; Ord. No. 2018-07, §§ 5—9, 5-17-2018; Ord. No. 2018-08, § 1, 10-18-2018; Ord. No. 2020-05A, § 2, 9-17-2020)



TOWN COUNCIL STAFF REPORT

Department: Community Development

Meeting Date: 10/26/2023

Staff Contact: Phillip Trocquet

Agenda Section: New Business

Staff Report:

Item Description:

Background/History

Town Council has initiated text amendments to the zoning ordinance to address two overarching items: the Town’s Certificate of Appropriateness (CA) and provisions/conditions for hotel uses within the Town.

Council has expressed an interest to make the ordinance for a CA more clear as well as implement conditions for hotels that address the health, safety, and welfare of residents consistent with the Town’s character and future planning efforts.

Staff has presented the following 5 Text Amendments to address Council’s request.

Findings/Current Activity:

The first text amendment to the certificate of appropriateness was aimed at making a more clear list of requirements so that there is less confusion for applicants about what is specifically required. The CA referenced standards in a few different sections of the ordinance. This amendment consolidates the necessary standards into a list.

The remaining four text amendments aim to better define and regulate hotels in the town consistent with our development efforts for such buildings.

- Section 113-2 has been defined to better define hotels as well as extended stay hotels.
- Section 113-128 (Community Commercial) has been amended to reflect some housekeeping changes to C-1 development standards that better match similar standards in our ordinance as well as to move hotels and similar uses from the ‘permitted’ use section to the ‘conditional’ use section of the zoning district provisions.
- Section 113-129 (Highway Commercial) has been amended to also reflect housekeeping changes to the development standards as well as to shift hotels and similar uses from the ‘permitted’ use section to the ‘conditional’ use section.
- Section 113-190 was amended to establish conditions for hotels and similar uses.

Staff heavily researched zoning standards for hotels where they were listed as conditional uses across many cities in Georgia and based on APA zoning literature.

Is this a budgeted item? _____ If so, include budget line number: _____

Actions/Options/Recommendations:

Staff recommends approval of the text amendments regarding the certificate of appropriateness, definitions changes, C-1 changes, and C-2 changes. Staff recommends approval of some or all of the listed conditions for hotels as outlined in Section 113-190.

Planning Commission Recommendation

Planning Commission recommended approval of the proposed text amendments with a consideration to amend condition ‘i’ under the conditional use section. Discussion was had regarding the 30-day provision to include more precise language such as:

No guest rooms shall be utilized for occupancy by a single guest for a period of 30 continuous days. Only one such stay shall occur within a 60-day period.

There was also conversation regarding the legal ramifications of some additional conditions discussed such as a requirement for a full-service restaurant and the limitation of food preparation facilities.

Additional conversation was had requesting Planning Commission involvement in site planning and/or certificate of appropriateness issuance in order to assist council in the processing of such requests based on their overall role in serving the Town.



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: November 2, 2023

Agenda Item Type: Old Business

Staff Contact: Scott Langford

STAFF REPORT

AGENDA ITEM:

Consideration to award Amendment 1 to Task Order 4: 2022 Arrowood/Palmetto/Spencer Roundabout. Project No: PW-2021-13-04 of the 2021 Transportation Engineering Services project to POND, Inc.

BACKGROUND:

Task order 4 was approved by Council in 2021. The amendment scope includes design to relocating approximately 650 LF of 6” HDPE forcemain to provide better access and long term durability to the sewer forcemain going under a section of the roundabout. Design is \$17,451 and utility location and depth in-field verification not to exceed \$15,000 for a total fee not to exceed \$32,451.

FUNDING:

2017 SPLOST – 321-49-54.1414

STAFF RECOMMENDATION:

Staff recommends awarding the Amendment 1 to the Task Order 4: 2021 Arrowood/Palmetto/Spencer Roundabout; Project No: PW-2023-01 to POND, Inc. for the fee not to exceed \$32,451.

ATTACHMENTS:

Amendment 1 to Task Order 4 Pond Proposal

PREVIOUS DISCUSSIONS:

None

3500 Parkway Lane, Suite 500
Peachtree Corners, Georgia 30092

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www.pondco.com

October 16, 2023

Mr. Scott Langford, PE
Town Engineer/Public Works Director
Town of Tyrone
950 Senoia Road, Suite A
Tyrone, GA 30290

**Re: Sewer Force Main Relocation Plans- Palmetto Road at Arrowood Road
Forsyth County, Georgia**

Dear Mr. Langford,

Pond thanks you for the opportunity to assist you with your project. Based on our conversations, we understand that the project will consist of the relocation of a 6" sanitary sewer force main at the intersection of Palmetto Road and Spencer Road in Forsyth County, Georgia. The sanitary sewer relocation will include the abandonment of approximately 830 LF of existing force main and the installation of segment approximately 650 LF long as shown in Exhibit A.

This proposal includes sanitary sewer force main design, as further described below. No other design (site layout, grading, erosion control, tree protection, lift station design, etc.) is included. It is assumed that all other required items will be provided by others. Further, this proposal assumes that all survey and SUE needed to complete this design will be an additional service. No survey is included in this proposal. Any new information acquired after this proposal is submitted may require a reevaluation and revision of the scope and fee proposal.

PROFESSIONAL SERVICES

I. TASK I - DESIGN DEVELOPMENT (60%)

- A. Pond will visit the project site to observe existing conditions.
- B. Pond will attend a project kick-off meeting or phone call/virtual meeting with the owner and design team to discuss the proposed project, expectations, schedule, and other requirements.
- C. Pond will review the provided survey and provide feedback if necessary. This proposal assumes that the completed survey (including all information necessary to design the sewer relocation) will be provided prior to the start of design.
- D. The sanitary sewer relocation plans will be provided in the following format:
 - 1. Cover Sheet
 - 2. Sewer Notes, Legend, and Abbreviations
 - 3. Existing Conditions
 - 4. Demolition Plan
 - 5. Sewer Utility Plan and Profiles

6. Sanitary Sewer Construction Details

- E. It is anticipated that intermediate plans will be provided to the client for review at approximately the 60% design level.

II. TASK II - CONSTRUCTION DOCUMENTS (100%)

- A. Pond will address comments from the 60% review cycle that fit within the scope of this proposal for finalization of the permit submittal set. This proposal assumes that no additional client/owner directed revisions or comments will be received after this submittal.
- B. With the final documents, Pond will coordinate permitting the proposed sanitary sewer force main with the Town.
- C. In support of obtaining permits, revisions to the plans will be made per the reviewer comments that fit within the scope as described in this proposal.
- D. This proposal assumes that Pond will attend up to two (2) coordination or review meetings under this task.
- E. A conformed set of construction plans will be provided to the client for bidding after all applicable comments have been addressed. These plans will be in electronic PDF format.
- F. Pond will prepare the bid form to assist the Town's bidding process.

III. TASK III – SUE ALLOWANCE

- G. Pond will assume a subsurface utility engineering (SUE) allowance to be set aside for QL-A (potholing) and/or QL-B (ground penetrating radar – GPR) services. These will be used as approved/authorized by the town.

EXCLUSIONS OF SERVICE

The following services are excluded from this proposal. However, these services can be added for an additional fee if requested. Exclusions:

- A. Field survey or utility location/verification.
- B. Written technical specifications (assumes county standard sewer specifications will be utilized).
- C. Sewer capacity modeling, downstream analysis, or pump station design/analysis.
- D. Stormwater management or BMP design.
- E. Permitting with any jurisdictions other than City of Tyrone (GDOT, railroad, FEMA, EPD, etc.).
- F. Retaining wall design.
- G. Cathodic protection studies or design.
- H. Environmental studies, remediation design, or geotechnical exploration.
- I. Bridge design, abutment design; or temporary shoring design.
- J. Cost estimating
- K. Formal value engineering services.
- L. Bid Assistance services beyond the preparation of the bid form.
- M. Construction Administration.

CONDITIONS OF SERVICE

- A. It is understood that the permitting process is beyond the control of Pond and that the governing jurisdiction(s) may or may not issue a permit for the proposed improvements, as currently conceived.
- B. It is also understood that Pond & Company has no control over the ROW / easement acquisition, funding, construction, operation, and / or maintenance of the proposed improvements that are required for the proposed system to function as designed. Pond will only provide easement exhibits—easement acquisition and/or any other paperwork will be by others.
- C. Pond will examine available published environmental data (National Wetland Inventory, FEMA Flood Maps, etc.), but field delineation/survey of possible State Waters / Wetlands / FEMA boundaries and cross-sectional survey is excluded, except as specifically included in the proposal.
- D. Services not specifically included in the proposal, or material changes requested after professional services have commenced, will be considered additional / out of scope services and will be approved via a contract change order prior to commencement of the additional work.

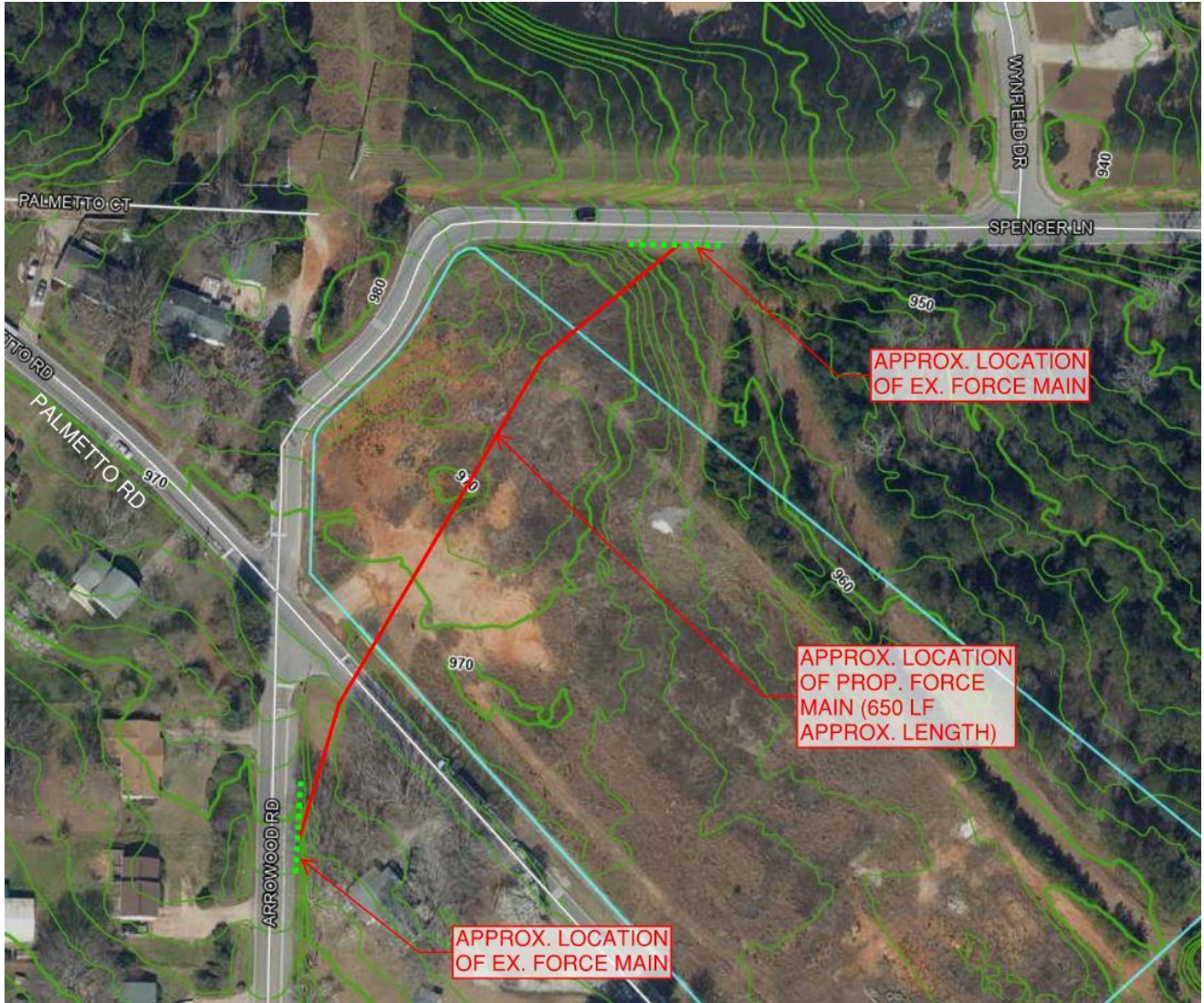
FEES AND TERMS OF PAYMENT

Pond & Company proposes to complete the professional services specifically stated above for the fees listed below:

TASK I - DESIGN DEVELOPMENT (60%)	\$ 8,267
TASK II - CONSTRUCTION DOCUMENTS (100%)	\$ 9,184
TASK III – SUE ALLOWANCE	\$ 15,000
TOTAL PROJECT FEES:	\$ 32,451

The fee was developed using the contracted unit rates, for a not to exceed total of \$32,451.00 to be billed as lump-sum. The fees are summarized in the attached Man-Hour Fee Estimate.

Exhibit A- Sewer Extension Exhibit



Project: Tyrone Force Main Relocation

Task	Hours					NTE Fee
	PIC	PM	Senior Eng	Mid-level Engineer	Junior Engineer	
	\$220	\$190	\$210	\$127	\$110	
Task I-Design Development (60%)						
Site Visit		3		3		\$951
Cover Sheet				1	2	\$347
Notes, Legend, and Abbreviations				1	1	\$237
Existing Conditions					2	\$220
Demolition Plan			1	2	2	\$684
Utility Plans			1	4	4	\$1,158
Sanitary Sewer Profiles			1	4	4	\$1,158
Construction Details				1	2	\$347
Coordination/Review Meetings		3		3		\$951
Technical Quality Review	2	4		2		\$1,454
PM		4				\$760
Subtotal	2	14	3	21	17	\$8,267
Task II-Construction Documents (100%)						
Cover Sheet					1	\$110
Notes, Legend, and Abbreviations					1	\$110
Existing Conditions					1	\$110
Demolition Plan				1	1	\$237
Utility Plans			1	2	2	\$684
Sanitary Sewer Profiles				2	2	\$474
Construction Details				1	1	\$237
Coordination/Review Meetings		2		2		\$634
Permitting		4	2	8	2	\$2,416
Technical Quality Review	4	4		6		\$2,402
PM		4				\$760
Bid form	1	2				\$600
Conformed set of plans		1			2	\$410
Subtotal	5	17	3	22	13	\$9,184
Task III-SUE Allowance						
Allowance for SUE Sub						\$15,000
Anticipated Hours and Fee:	7	31	6	43	30	\$32,451



COUNCIL ITEM AGENDA REQUEST FORM

Department: RECREATION

Meeting Date: 11/2/2023

Staff Contact: Lynda Owens

Agenda Section: Staff

Staff Report:

Item Description: DJ/Sound for November 2nd Christmas Tree Lighting Event

Background: The contract was reviewed by our Town lawyers. Adiquest respectfully declined the suggested changes. They are excellent to work with but would like to keep as is to protect their own business from loss if we were to cancel.

Current Activity: Pending Council approval

Is this a budgeted item?_yes If so, include budget line number: 100-60-52.1350

Actions/Options/Recommendations:

Approval of rental



"DJBlaxx • ADIQUEST Music • SupaBlaxx" ADIQUEST Music, LLC DJ Services Agreement and Invoice

This 5-page agreement will provide details on the services to be performed by Leon aka DJBlaxx | SupaBlaxx of ADIQUEST Music.

Scheduled date & time of event: **26th of Nov 2023 (Nov)**; **Scheduled Time (2:00p→7:00p)**
Estimated duration (with setup & breakdown): **about 9.Ohrs**; **est. arr / dep = 12:00p / 9:00p**

Requested Service(s):

- ⇒ To provide music and/or other services for (person’s name, organization, promotions, etc.): **Tyrone Recreation (145 Commerce Drive Tyrone, GA 30290)**
 - **Event type: Tree Lighting Holiday Celebration @ Shamrock Park**
 - **List music genres: Holiday, Top40 (chart), Pop, Hip-Hop, (w old + new mixes), etc. All Clean music.**
 - **Event location address: 960 Senoia Road Tyrone GA, 30290**

ADIQUEST can also provide a sound system to fit the occasion.

- ⇒ Will a Sound System be required? Yes No
- ⇒ If yes, where will the sound system be placed? Please check an option(s).
 - Home / Private Property: _____
 - Nightclub / Lounge: _____
 - Other Setting (location): *****Since the event is taking place at an outdoor event space / park, please have a 5-ft or 6-ft utility table available to set up DJ console / equipment. If set up is outdoors, please have a 6-ft table and tent covering available to protect the equipment from direct sunlight / rain. If a table is not available, one can be rented for \$45. Also, access to a 120-volt power outlet within 100 feet is required.*****
- ⇒ Will Lighting Effects be required? Yes No Not Sure
 - Lighting effects: **Lighting costs are \$235. This includes 2 customizable light / strobe effects.**

A sound system can include vinyl turntables, CD players, media players, microphones, amplifiers, speakers, and other audio equipment. We will provide the necessary cabling to set up the sound system.

DJBlaxx's Indoor / Outdoor Requirements for Equipment: An electrical AC source of 120 volts and 15-20 current amps must be available. If a generator is used, it needs to produce 120 volts of electrical AC power. We ask that a 60-inch (5ft) or preferably 72-inch (6ft) utility table with a fitted tablecloth is available to set up sound equipment. For outdoor large-scale productions (street party, etc.), two (2) generators must be provided.

*****Also an overhead covering (tent) is also required to help protect equipment from rain, direct sunlight, and other outdoor elements.*****





Please email Leon (DJBlaxx) at djblaxx@gmail.com all programs / itineraries, special request songs (**please only 10 to 20 song requests (not your entire iTunes, Spotify, etc. playlist)**, play radio edit / kid friendly songs, **and / or other requests**, etc.) necessary to make your event more enjoyable. Be descriptive. If you need assistance, please contact Leon (DJBlaxx) at 770.203.2677 or djblaxx@gmail.com. *****Please have all songs and any other requests submitted within 15 days of scheduled event. Request received after the 15-day cutoff will present challenges to be honored and in some cases, cannot be honored.*****

*****Notes: Parking and / or toll fees are the responsibility of the person(s) booking Leon aka DJBlaxx of ADIQUEST Music. If parking and /or toll fees have to be paid, please advise of the costs and provide payment reimbursements via any of the options listed below (CashApp, PayPal, etc.) before I arrive.*****

-> Please initial if you agree _____ Yes _____ No***

*****Notes: Due to the agreement set forth to initiate services, payment in full will be due before the event starts; never after. Payment in full is expected because DJ services were rendered; not based on subjective feelings of how "well" or "not well" the event went based on DJ play style, attendance, opinions, and / or other factors.**

-> Please initial if you agree _____ Yes _____ No***

Service Prices

Prices vary depending on event type and other services.

Total Agreement Price (TAP): \$964.94

~~Deposit Payments 1 of 1 - \$964.94 not yet paid. Payment due ASAP to book and lock in date of services.~~

~~Current Balance Due: \$964.94 will be the balance due by Friday, 17.Nov.2023 (not after event on 26th.Nov.2023)~~

Breakdown of Costs (What are you paying for?)		
9.5 Hours of Service (5.0 DJ hours + 4.5 hrs to set up & breakdown)		\$644.94
Running Sound with Mixing Board and for Live Performances		\$130.00
MC / Host Service		\$0.00
Additional Mics (up to 5)		\$65.00
Dancefloor lighting / strobe effects (not up lighting)		\$0.00
Travel / Fuel		\$85.00
Subtotal of Services		\$924.94
Processing		\$40.00
Before Taxes		\$964.64
Total (no taxes)	100.00%	\$964.94





Payment and Service Agreement:

Services performed by **ADIQUEST Music, LLC** and its **network of DJs** require a **deposit** (~~66.67~~ **10%** of the Total Agreement Price (TAP)). **The deposit 10% of the TAP is to be paid at minimum ninety (90) days prior to the scheduled event.** *****This agreement is NOT binding until a deposit and full payment of TAP is made.***** The balance of the Total Agreement Price is due ~~8 days before~~ **immediately following performance at the scheduled event, (not after the event) or any ~~9+ days~~ prior to the scheduled event date.**

If you decide to cancel your event, there is a **\$75 cancellation charge + 67% of the Total Agreement Price is nonrefundable forfeiture of the 10% deposit.** This nonrefundable portion is to reserve the date and to manage preparatory activities. ~~A 21-calendar day written notice is required for cancellation of an event. If the event is canceled less than 14 days of the scheduled date, 80% of the Total Agreement Price is due to be paid.~~ If we at **ADIQUEST Music, LLC** cannot render services agreed upon due to a **no show of a DJ,** a **full refund** of all monies paid will be granted. Once a **deposit is paid,** there is a **\$75 fee to change / reschedule** to a new date.

Note: This document also serves as an invoice. ADIQUEST Music, LLC will accept payments in various ways including cash, PayPal (@ adiquestmusic@gmail.com or 3212785832. PayPal transactions are subject to a 4.25% processing fee), CashApp (@ \$djblaxx), Venmo (@ djblaxx), Zelle (@ 3212785832), Credit Card (ONLY with valid ID. Credit card transactions are subject to a 4.25% processing fee per swipe), and money orders. Check payments are only be accepted if it is provided by a reputable business or organization. Money orders and business checks are to be made payable to ADIQUEST Music, LLC. Check payments are subject to a 4.25% bank processing fee per check. We do reserve the right to refuse a check. Personal checks not accepted. If a check is refused, only cash, CashApp, PayPal, Venmo, and / or Zelle, will be accepted. If a check is returned for insufficient funds, ADIQUEST Music, LLC will be reimbursed for all incurred bank charges and a \$50 fee will be added to the Total Agreement Price (TAP).

Contact Information:

Name(s) First and Last: **Lynda Owens, Manager (Tyrone Parks & Recreation)**
Contact Information (e-mail, etc.): **lowens@tyrone.org**

Phone: Mobile / Office Number: **770.378.5491**

Contact Information (e-mail, etc.): _____

Your Signature Date: _____

Leon A.
Date: 27th/Sept/2023







ADIQUEST Music, LLC DJ Services (Atlanta, GA) (Service Offerings & Pricing)

Lynda,

Once again, Thank you for the consideration of ADIQUEST Music with DJBlaxx to DJ your upcoming **Tree Lighting Holiday Celebration (only)** on **Sun, 26.Nov.2023 (Tyron, GA)**.

Pricing of services will vary based on the scale of event and special services needed.

Based on the details provided in on **26.Sept.2023**, the DJ service package estimate is **\$964.94** for up to **5.0 hours** with **1-room / area set up. Running sound** with **audio mixing services included. Dancefloor lighting effects not included** in this estimate.

The additional hours (**3.5 to 4.5**) to set up and break down also **included** in this estimate.

You can add / remove optional services like lavalier mics, lighting / strobe effects; among others. See details below.

Breakdown of Costs (What are you paying for?)		
9.5 Hours of Service (5.0 DJ hours + 4.5 hrs to set up & breakdown)		\$644.94
Running Sound with Mixing Board and for Live Performances		\$130.00
MC / Host Service		\$0.00
Additional Mics (up to 5)		\$65.00
Dancefloor lighting / strobe effects (not up lighting)		\$0.00
Travel / Fuel		\$85.00
Subtotal of Services		\$924.94
Processing		\$40.00
Before Taxes		\$964.64
Total (no taxes)	100.00%	\$964.94

*****If the event / party continues for more than 5.0 hours, +\$125 for the 1st hour; then +\$95 for the 2nd hour.*****

*****Parking and / or toll fees are the responsibility of the person(s) booking Leon aka DJBlaxx of ADIQUEST Music. If parking and /or toll fees have to be paid, please advise of the costs and provide payment reimbursements via any of the options listed below (CashApp, Zelle, etc.) before we arrive.*****

Before making a decision to add any additional service offerings, **please contact me with your thoughts and feedback.** I want to ensure we work through all the details and provide the best available pricing options.





We accept various payments types that can be conducted directly from your mobile device via apps like:

1. **CashApp**. Please send to payment **\$djblaxx**
2. **PayPal**. Please send payment to **adiquestmusic@gmail.com** or phone # **3212785832**
PayPal transactions are subject to a 4.25% processing fee.
3. **Venmo**. Please send payment to **djblaxx**. Please **add djblaxx** as a friend or to your friend's to avoid additional Venmo charges
4. **Zelle**. Please send payment to phone # **3212785832**
5. **Credit Card**. We accept all majors (Visa, MasterCard, American Express, Discover) **only with valid ID. Credit card transactions are subject to a 4.25% processing fee per wipe.**
6. **Cash in Hand**
7. **Money Orders / Business / Corporate Checks only. Check payments are subject to a 4.25% bank processing fee. ***No Personal Checks Please*****

Please make checks and money orders payable to:

**ADIQUEST Music, LLC
603 Rock Hill PKWY
Lithia Springs, GA 30122**

Our website is located at:

www.adiquestmusic.com

Please feel free to read actual client testimonials from my Google search page:

<https://g.page/ADIQUESTMusic-EventDJServices>

Again, I look forward to working with you on this event to make it a memorable one for you, your family, and friends.

Contact Information:

Leon aka DJBlaxx of ADIQUEST Music, LLC (Atlanta, GA)

Email: djblaxx@gmail.com

Phone #: 770.203.2677

Instagram: @supablaxx

DJ | MC (Hosting) Services
Sound Equipment Rentals
Audio | Video Production
Content Creator

phone: 321.278.5832
adiquestmusic@gmail.com
www.adiquestmusic.com



In ADIQUEST's World, It's Your Party





COUNCIL AGENDA ITEM COVER SHEET
Meeting Type: Council - Regular
Meeting Date: November 2, 2023
Agenda Item Type: New Business
Staff Contact: Mitch Bowman, Maintenance Supervisor

STAFF REPORT

AGENDA ITEM:

Consideration of purchasing a Dump Truck for the Public Works Department.

BACKGROUND:

The Public Works Department requested that a Dump Truck be purchased in the current fiscal year to haul debris and to serve as an Emergency Response Vehicle. Our current Dump truck is officially out of service. We received 3 bids and the low bidder was Hardy Family Ford at \$80,684.00.

FUNDING:

The funding for this item is from Assigned Funds for FY23/24.

STAFF RECOMMENDATION:

Staff recommends purchasing a Ford F-550 Dump Truck from Hardy Family Ford in an amount not to exceed \$85,000. This price includes safety lights but not decals.

ATTACHMENTS:

Hardy F-550 quote is attached.

PREVIOUS DISCUSSIONS:

FY 23/24 Budget meetings



**Bid Tabulation
Dump Truck Replacement
11/2/2023**

Company	Hardy Family Ford	SouthTown	Hardy Automotive Fleet		
	Dallas, GA	Newnan, GA			
Bid Bond:	N/A	N/A			
Bid Price	\$ 80,684.00	\$ 85,462.00	\$ 86,886.94		

Bids Received by: Mitch Bowman
 Bids Reviewed by: Phillip Trocquet

Prepared for: , TYRONE

2024 F-550 Chassis 4x2 SD Regular Cab 193" WB DRW XL (F5G)

Price Level: 420



Client Proposal

Prepared by:

Austin Harris

Date: 10/25/2023



Prepared for:

TYRONE

Prepared by: Austin Harris

10/25/2023

Hardy Family Ford | 1255 Charles Hardy Parkway Dallas Georgia | 301571181

2024 F-550 Chassis 4x2 SD Regular Cab 193" WB DRW XL (F5G)

Price Level: 420

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$54,195.00
Options	\$9,995.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,995.00
Subtotal	\$66,185.00

Pre-Tax Adjustments

Code	Description	MSRP
FAJ	FLEET ADJUSTMENT	-\$3,500.00
UPFIT	SERIVICE BODY	\$17,999.00
Total		\$80,684.00

Customer Signature

Acceptance Date

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Prepared for:

TYRONE

Prepared by: Austin Harris

10/25/2023

Hardy Family Ford | 1255 Charles Hardy Parkway Dallas Georgia | 301571181

Section X, Item 10.

2024 F-550 Chassis 4x2 SD Regular Cab 193" WB DRW XL (F5G)

Price Level: 420

As Configured Vehicle

Code	Description	MSRP
F5G	Base Vehicle Price (F5G)	\$54,195.00
660A	Order Code 660A	N/C
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	\$9,995.00
44G	Transmission: TorqShift 10-Speed Automatic	Included
X41	4.10 Axle Ratio	Included
STDGV	GVWR: 18,000 lbs Payload Package	Included
TGJ	Tires: 225/70Rx19.5G BSW A/P	Included
64Z	Wheels: 19.5" x 6" Argent Painted Steel	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included
PAINT	Monotone Paint Application	STD
193WB	193" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included
86M	Dual 68 AH/65 AGM Battery	Included
WARANT	Fleet Customer Powertrain Limited Warranty	N/C
425	50-State Emissions System	STD
Z1_01	Oxford White	N/C
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
SUBTOTAL		\$64,190.00
Destination Charge		\$1,995.00
TOTAL		\$66,185.00

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Prepared for:

TYRONE

Prepared by: Austin Harris

10/25/2023

Hardy Family Ford | 1255 Charles Hardy Parkway Dallas Georgia | 301571181

2024 F-550 Chassis 4x2 SD Regular Cab 193" WB DRW XL (F5G)

Price Level: 420

Selected Equip & Specs

Dimensions

- Conventional Capacity: 18,500 lbs.
- * **Fifth-wheel towing capacity: 25,300 lbs.**
- Vehicle body length: 278.8"
- Vehicle body height: 81.7"
- Front track: 74.8"
- Vehicle turning radius: 27.3'
- Rear tire outside width: 93.9"
- Frame section modulus: 12.7 cu.in.
- Frame rail width: 34.2"
- Front bumper to back of cab: 123.7"
- Rear brake diameter: 15.8"
- Max interior rear cargo volume: 11.6 cu.ft.
- Headroom first-row: 40.8"
- Shoulder room first-row: 66.7"
- * **GCWR: 34,500 lbs.**
- * **Gooseneck towing capacity: 25,400 lbs.**
- Vehicle body width: 80.0"
- Wheelbase: 193.0"
- Rear track: 74.0"
- Cab to axle: 108.0"
- Axle to end of frame: 47.2"
- Frame yield strength (psi): 50000.0
- Front bumper to front axle: 38.3"
- Front brake diameter: 15.4"
- Interior rear cargo volume: 11.6 cu.ft.
- Total passenger volume: 64.6 cu.ft.
- Leg room first-row: 43.9"
- Hip room first-row: 62.5"

Powertrain

- * **Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP**
- * **Compression ignition system**
- * **Torque: 950 lb.-ft. @1800 RPM**
- Auxiliary power take-off
- 10-speed automatic
- * **Recommended fuel: diesel**
- Engine cylinders: V-8
- * **Horsepower: 330 HP @2200 RPM**
- Radiator
- * **Engine retarder system**
- Rear-wheel drive
- Driveline managed traction control

Fuel Economy and Emissions

- * **Diesel secondary fuel type**
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Brake assist system
- Mono-beam rigid axle front suspension
- Front coil springs
- Leaf spring rear suspension
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Hill Start Assist
- Front anti-roll bar
- DANA M300 rigid axle rear suspension
- Rear anti-roll bar

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Prepared for:

TYRONE

Prepared by: Austin Harris

10/25/2023

Hardy Family Ford | 1255 Charles Hardy Parkway Dallas Georgia | 301571181

Section X, Item 10.

2024 F-550 Chassis 4x2 SD Regular Cab 193" WB DRW XL (F5G)

Price Level: 420

Selected Equip & Specs (cont'd)

- Hydraulic power-assist steering system
- 2-wheel steering system
- Re-circulating ball steering

Body Exterior

- Trailer wiring harness
- Clearcoat paint
- Black fender flares
- Black windshield trim
- Black front bumper
- 2 front tow hooks
- Black door mirrors
- Convex spotter in driver and passenger side door mirrors
- LT225/70RS19.5 AS BSW front and rear tires
- 2 doors
- Monotone paint
- Black side window trim
- Black door handles
- Black front bumper rub strip
- Black grille
- Manual extendable trailer mirrors
- Turn signal indicator in door mirrors
- 19.5 x 6-inch front and dual rear argent steel wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Illuminated locking glove box
- Front beverage holders
- Instrument panel covered bin
- Retained accessory power
- Trip computer
- Over the air updates
- Keyfob activated door locks
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Fixed rear windshield
- Illuminated glove box
- 6 beverage holders
- Dashboard storage
- PRND in IP
- Upfitter switches

Comfort

- Manual climate control
- Cloth headliner material
- Full vinyl floor covering
- Manual tilting steering wheel
- Urethane steering wheel
- Cabin air filter
- Full headliner coverage
- Full floor coverage
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 3
- Split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- 40-20-40 split-bench front seat
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Manual driver seat lumbar

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Prepared for:

TYRONE

Prepared by: Austin Harris

10/25/2023

Hardy Family Ford | 1255 Charles Hardy Parkway Dallas Georgia | 301571181

Section X, Item 10.

2024 F-550 Chassis 4x2 SD Regular Cab 193" WB DRW XL (F5G)

Price Level: 420

Selected Equip & Specs (cont'd)

- Vinyl front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Standard grade speakers
- SYNC 4 voice activated audio controls
- Wireless audio streaming
- 8 inch primary LCD display
- AM/FM stereo radio
- AM radio
- Seek scan
- Speakers number: 4
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Tachometer
- * **Turbo/supercharger boost gauge**
- Engine hour meter
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Front reading lights
- Variable instrument panel light
- Cab clearance lights
- Fade interior courtesy lights
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- Gauge cluster display size (inches): 4.20
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- * **Diesel exhaust fluid (def) gauge**
- Aero-composite headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Illuminated entry
- Daytime running lights
- Remote activated perimeter approach lighting

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- AppLink/Apple CarPlay and Android Auto smart device wireless mirroring
- 2 USB ports
- SYNC 4 handsfree wireless device connectivity
- FordPass Connect 5G mobile hotspot internet access

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first-row overhead airbags
- Seat mounted side impact front passenger airbag
- Front height adjustable seatbelts
- Seat mounted side impact driver airbag
- Cancellable front passenger air bag
- 6 airbags
- SecuriLock immobilizer

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Prepared for:

TYRONE

Prepared by: Austin Harris

10/25/2023

Hardy Family Ford | 1255 Charles Hardy Parkway Dallas Georgia | 301571181

Section X, Item 10.

2024 F-550 Chassis 4x2 SD Regular Cab 193" WB DRW XL (F5G)

Price Level: 420

Selected Equip & Specs (cont'd)

- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- Lane Departure Warning

Dimensions*General Weights*

* Curb weight	7,488 lbs.	* Rear curb weight	3,055 lbs.
GVWR	18,000 lbs.	* Payload	10,510 lbs.

Trailer Weights

* Fifth-wheel towing capacity	25,300 lbs.	* Gooseneck towing capacity	25,400 lbs.
Conventional capacity	18,500 lbs.	* GCWR	34,500 lbs.

Front Weights

* Front curb weight	4,433 lbs.	* GAWR front	6,500 lbs.
Axle capacity front	7,000 lbs.	* Spring rating front	6,500 lbs.
Tire/wheel capacity front	7,500 lbs.		

Rear Weights

GAWR rear	13,660 lbs.	Axle capacity rear	13,660 lbs.
Spring rating rear	13,660 lbs.	Tire/wheel capacity rear	15,000 lbs.

Off Road

Min ground clearance	8.3"
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Exterior Measurements

Vehicle body length	278.8"	Vehicle body width	80.0"
Vehicle body height	81.7"	Wheelbase	193.0"
Front brake diameter	15.4"	Rear brake diameter	15.8"
Rear frame height loaded	28.6"	Rear frame height unloaded	34.3"
Front track	74.8"	Rear track	74.0"
Vehicle turning radius	27.3'	Cab to axle	108.0"
Rear tire outside width	93.9"	Axle to end of frame	47.2"
Frame section modulus	12.7 cu.in.	Frame yield strength (psi)	50000.0
Frame rail width	34.2"	Front bumper to front axle	38.3"
Front bumper to back of cab	123.7"		

Interior Measurements

Interior rear cargo volume	11.6 cu.ft.	Max interior rear cargo volume	11.6 cu.ft.
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Interior Volume

Total passenger volume	64.6 cu.ft.
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Headroom

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Prepared for:

TYRONE

Prepared by: Austin Harris

10/25/2023

Hardy Family Ford | 1255 Charles Hardy Parkway Dallas Georgia | 301571181

Section X, Item 10.

2024 F-550 Chassis 4x2 SD Regular Cab 193" WB DRW XL (F5G)

Price Level: 420

Selected Equip & Specs (cont'd)

Headroom first-row 40.8"

Legroom

Leg room first-row 43.9"

Shoulder Room

Shoulder room first-row 66.7"

Hip Room

Hip room first-row 62.5"

Powertrain

Engine

* **Engine** **Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP**

Engine cylinders V-8

* **Ignition** **Compression ignition system**

Engine block material Iron engine block

* **Valves per cylinder** **4**

Engine location Front mounted engine

Engine mounting direction Longitudinal mounted engine

Cylinder head material Aluminum cylinder head

Engine Specs

* **Displacement** **6.7L**

* **Bore** **3.9"**

* **Compression ratio** **15.2**

* **cc** **405.9 cu.in.**

* **Stroke** **4.25"**

SAEJ1349 AUG2004 compliant

Engine Power

* **Horsepower** **330 HP@2200 RPM**

* **Torque** **950 lb.-ft.@1800 RPM**

Alternator

Alternator amps 250A

Alternator type Heavy-duty alternator

Battery

* **Battery amps** **68Ah**

Battery rating 750CCA

* **Battery type** **Dual lead acid battery**

Battery run down protection Battery run down protection

Engine Extras

Radiator Radiator

* **Engine retarder** **Engine retarder system**

Auxiliary power take-off Auxiliary power take-off

Transmission

Transmission 10-speed automatic

Transmission electronic control Transmission electronic control

Overdrive transmission Overdrive transmission

Lock-up transmission Lock-up transmission

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

TYRONE

Prepared by: Austin Harris

10/25/2023

Hardy Family Ford | 1255 Charles Hardy Parkway Dallas Georgia | 301571181

2024 F-550 Chassis 4x2 SD Regular Cab 193" WB DRW XL (F5G)

Price Level: 420

Selected Equip & Specs (cont'd)

First gear ratio	4.615	Second gear ratio	2.919
Third gear ratio	2.132	Fourth gear ratio	1.773
Fifth gear ratio	1.519	Sixth gear ratio	1.277
Reverse gear ratio	4.695	Seventh gear ratio	1
Eighth gear ratio	0.851	Ninth gear ratio	0.687
Tenth gear ratio	0.632	Stall ratio	1.97
Selectable mode transmission	Selectable mode transmission	Sequential shift control	SelectShift Sequential shift control
Transmission oil cooler	Transmission oil cooler	PTO transmission provision	PTO transmission provision

Drive Type

Drive type Rear-wheel drive

Drivetrain

* Axle ratio **4.1**

Exhaust

Tailpipe Stainless steel single exhaust

Fuel

* Fuel type **diesel**

Fuel Tank

* DEF capacity **7.20 gal.** Fuel tank capacity 40.00 gal.

Drive Feature

Traction control Driveline managed traction control

Fuel Economy and Emissions

Fuel Economy

* Secondary fuel type **Diesel secondary fuel type**

Emissions

Emissions Federal emissions

Suspension and Handling

Suspension

Suspension Firm ride suspension Front shock absorbers Heavy-duty front shock absorbers

Rear shock absorbers Heavy-duty rear shock absorbers

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Prepared for:

TYRONE

Prepared by: Austin Harris

10/25/2023

Hardy Family Ford | 1255 Charles Hardy Parkway Dallas Georgia | 301571181

2024 F-550 Chassis 4x2 SD Regular Cab 193" WB DRW XL (F5G)

Price Level: 420

Selected Equip & Specs (cont'd)

Driveability

Brakes

Brake type	4-wheel disc brakes	Ventilated brakes	Front and rear ventilated disc brakes
ABS brakes	Four channel ABS brakes	ABS brakes	4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist	Hill Start Assist	Brake assist system	Brake assist system
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Front Suspension

Anti-roll bar front	Front anti-roll bar	Suspension ride type front	Mono-beam rigid axle front suspension
---------------------------	---------------------	----------------------------	---------------------------------------

Front Spring

Regular front springs	Regular front springs	Springs front	Front coil springs
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Rear Spring

Springs rear	Rear leaf springs	Rear springs	Heavy-duty rear springs
--------------------	-------------------	--------------------	-------------------------

Rear Suspension

Anti-roll bar rear	Rear anti-roll bar	Suspension type rear	Leaf spring rear suspension
Suspension ride type rear	DANA M300 rigid axle rear suspension		

Steering

Steering	Hydraulic power-assist steering system	Steering type	Re-circulating ball steering
Steering type number of wheels	2-wheel steering system		

Exterior

Front Wheels

Front wheels diameter	19.5"	Front wheels width	6"
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Rear Wheels

Rear wheels diameter	19.5"	Rear wheels width	6"
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Front And Rear Wheels

Appearance	argent	Material	steel
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Front Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT

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Prepared for:

TYRONE

Prepared by: Austin Harris

10/25/2023

Hardy Family Ford | 1255 Charles Hardy Parkway Dallas Georgia | 301571181

2024 F-550 Chassis 4x2 SD Regular Cab 193" WB DRW XL (F5G)

Price Level: 420

Selected Equip & Specs (cont'd)

Width	225mm	Front wheel - RPM	647
<i>Rear Tires</i>			
Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	225mm	Rear wheel - RPM	647

Body Exterior

Trailer

Towing wiring harness	Trailer wiring harness	Towing brake controller	Trailer brake controller
Towing trailer sway	Trailer sway control		

Exterior Features

Number of doors	2 doors	Front splash guards	Front splash guards
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Body

Body panels .. Aluminum body panels with side impact beams

Mirrors

Convex spotter	Convex spotter in driver and passenger side door mirrors	Turn signal in door mirrors	Turn signal indicator in door mirrors
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Tires

Front tires LT load rating	G	Rear tires LT load rating	G
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Wheels

Dual rear wheels	Dual rear wheels
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Convenience

Door Locks

Door locks	Power door locks with 2 stage unlocking	Keyfob door locks ..	Keyfob activated door locks
All-in-one key	All-in-one remote fob and ignition key		

Cruise Control

Cruise control

Cruise control with steering wheel mounted controls

Key Fob Controls

Fob remote vehicle controls ..

FordPass Connect smart device vehicle start control

Rear View Mirror

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Selected Equip & Specs (cont'd)

Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors Folding door mirrors Manual folding door mirrors
 Heated door mirrors Heated driver and passenger side door mirrors

Front Side Windows

First-row windows Power first-row windows

Overhead Console

Overhead console Full overhead console Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

Rear Windshield

Rear windshield Fixed rear windshield

Storage

Number of beverage holders 6 beverage holders Beverage holders Front beverage holders
 Glove box Illuminated locking glove box Illuminated glove box
 Instrument panel storage Instrument panel covered bin Dashboard storage Dashboard storage

Windows Feature

One-touch up window Driver and passenger one-touch up windows One-touch down window Driver and passenger one-touch down windows

Miscellaneous

Trip computer Trip computer PRND in IP PRND in IP
 Upfitter switches Upfitter switches Accessory power Retained accessory power
 Over the air updates Over the air updates

Comfort

Climate Control

Climate control Manual climate control Cabin air filter Cabin air filter

Headliner

Headliner material Cloth headliner material Headliner coverage Full headliner coverage

Floor Trim

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Selected Equip & Specs (cont'd)

Floor covering Full vinyl floor covering

Floor coverage Full floor coverage

Steering Wheel

Steering wheel telescopic Manual telescopic steering wheel

Steering wheel material Urethane steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 3

Front Seats

Front seat type Split-bench front seat

Driver seat direction Driver seat with 4-way directional controls

Driver seat fore/aft control Manual driver seat fore/aft control

Passenger seat direction Front passenger seat with 4-way directional controls

Split front seats 40-20-40 split-bench front seat

Reclining passenger seat Manual reclining passenger seat

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraints Height adjustable front seat head restraints

Front head restraint control Manual front seat head restraint control

Armrests front center Front seat center armrest

Armrests front storage Front seat armrest storage

Reclining driver seat Manual reclining driver seat

Lumbar Seats

Driver lumbar Manual driver seat lumbar

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery

Front seatback upholstery Vinyl front seatback upholstery

Interior Accents

Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

LCD Displays

Primary touchscreen display Primary touchscreen display

Number of first-row LCD displays 2 total number of 1st row displays

LCD primary display size 8 inch primary LCD display

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Selected Equip & Specs (cont'd)

Radio Features

External memory control SYNC 4 external memory control
Seek scan Seek scan

Speakers

Speakers Standard grade speakers
Speakers number 4

Audio Features

Steering mounted audio control Steering wheel mounted audio controls
Speed sensitive volume Speed sensitive volume
Voice activated audio SYNC 4 voice activated audio controls
Wireless streaming Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer Trip odometer
Instrumentation display Digital/analog instrumentation display

Configurable instrumentation gauges Configurable instrumentation gauges

Instrumentation Displays

Temperature display Exterior temperature display
Driver information center Driver information center
Clock In-radio display clock
Compass Compass

Instrumentation Gauges

Tachometer Tachometer
Transmission temperature gauge Transmission fluid temperature gauge

* **Turbo gauge** **Turbo/supercharger boost gauge**
Engine/electric motor temperature gauge Engine/electric motor temperature gauge

Gauge cluster display size (inches) 4.20
Engine hour meter Engine hour meter

* **DEF fluid gauge** **Diesel exhaust fluid (def) gauge**

Instrumentation Warnings

Engine temperature warning Engine temperature warning
Oil pressure warning Oil pressure warning

Low fuel warning Low fuel warning
Low brake fluid warning Low brake fluid warning

Battery charge warning Battery charge warning
Headlights on reminder Headlights on reminder

Key in vehicle warning Key in vehicle warning
Door ajar warning Door ajar warning

Service interval warning Service interval indicator
* **Low diesel exhaust fluid (DEF) warning** **Low diesel exhaust fluid (DEF) warning**

Glass

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Selected Equip & Specs (cont'd)

Tinted windows Light tinted windows

Headlights

Headlights Halogen headlights

Auto headlights Autolamp auto on/off headlight control

Delay off headlights Delay-off headlights

Headlight type Aero-composite headlights

Multiple headlights Multiple enclosed headlights

DRL preference setting DRL preference setting

Front Windshield

Wipers Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry

Variable panel light Variable instrument panel light

Front reading lights Front reading lights

Lights

Running lights Daytime running lights

Interior courtesy lights Fade interior courtesy lights

Clearance lights Cab clearance lights

Perimeter approach lighting Remote activated perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree SYNC 4 handsfree wireless device connectivity

Smart device integration AppLink/Apple CarPlay and Android Auto smart device wireless mirroring

Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Internet Access

Internet access FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports 2 USB ports

Safety and Security

Airbags

Front impact airbag driver Driver front impact airbag

Number of airbags 6 airbags

Front impact airbag passenger Cancellable front passenger air bag

Front side impact airbag driver Seat mounted side impact driver airbag

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Section X, Item 10.

2024 F-550 Chassis 4x2 SD Regular Cab 193" WB DRW XL (F5G)

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Selected Equip & Specs (cont'd)

Front side impact airbag passenger. Seat mounted side impact front passenger airbag

Overhead airbags Safety Canopy System curtain first-row overhead airbags

Seatbelts

Height adjustable seatbelts Front height adjustable seatbelts

Security System

Immobilizer SecuriLock immobilizer

Remote panic alarm Remote panic alarm

Active Driving Assistance

Lane departure Lane Departure Warning

Forward collision warning Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

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Sec. 109-84. Certificate of appropriateness.

Prior to the first submission to the planning commission, for any development located within the 74 Quality Development Corridor the developer must first submit a concept of the proposed development for review and approval by the town council. The developer should provide sufficient information to show how the proposed development relates to the surrounding environment to ensure visual continuity and how the development will if approved be in compliance with the 74 Quality Growth Development District special requirements as contained in the town zoning ordinance.

(Code 1984, § 6-7-14; Ord. No. 340, 6-3-1997)

For any development located within the 74 Quality Development Corridor, the developer must obtain a certificate of appropriateness in conjunction with their conceptual plat for review and approval by the Town Council. The purpose of this certificate is to provide Town Council with a site and architectural concept containing sufficient information to show how the development relates to the surrounding environment, ensures visual continuity with surrounding properties, and how the development will, if approved, be in compliance with the Quality Growth Development District Special Requirements as contained in Section 113-191 of the zoning ordinance. A submission for a certificate of appropriateness shall include, but not be limited to the following:

- 1) A complete application for a conceptual site plan and certificate of appropriateness as listed by the Town;
- 2) A conceptual site plan consisting of all elements outlined in Section 109-116 of this article;
- 3) Conceptual color renderings of the proposed structure(s) showing:
 - a) Exterior elevations drawn to scale;
 - b) Proposed colors, materials, and textures for structures;
 - c) Location of all exterior utility facilities including rooftop units;
 - d) Proposed signs and locations including size, color, and material;
 - e) Line of sight study from State Route 74 revealing visibility of structures based on grade
- 4) Conceptual landscape plan showing conformity with the standards of the Quality Growth Development District Section 113-191 of the zoning ordinance.



TOWN COUNCIL STAFF REPORT

Department: Community Development

Meeting Date: 10/26/2023

Staff Contact: Phillip Trocquet

Agenda Section: New Business

Staff Report:

Item Description:

Background/History

Town Council has initiated text amendments to the zoning ordinance to address two overarching items: the Town’s Certificate of Appropriateness (CA) and provisions/conditions for hotel uses within the Town.

Council has expressed an interest to make the ordinance for a CA more clear as well as implement conditions for hotels that address the health, safety, and welfare of residents consistent with the Town’s character and future planning efforts.

Staff has presented the following 5 Text Amendments to address Council’s request.

Findings/Current Activity:

The first text amendment to the certificate of appropriateness was aimed at making a more clear list of requirements so that there is less confusion for applicants about what is specifically required. The CA referenced standards in a few different sections of the ordinance. This amendment consolidates the necessary standards into a list.

The remaining four text amendments aim to better define and regulate hotels in the town consistent with our development efforts for such buildings.

- Section 113-2 has been defined to better define hotels as well as extended stay hotels.
- Section 113-128 (Community Commercial) has been amended to reflect some housekeeping changes to C-1 development standards that better match similar standards in our ordinance as well as to move hotels and similar uses from the ‘permitted’ use section to the ‘conditional’ use section of the zoning district provisions.
- Section 113-129 (Highway Commercial) has been amended to also reflect housekeeping changes to the development standards as well as to shift hotels and similar uses from the ‘permitted’ use section to the ‘conditional’ use section.
- Section 113-190 was amended to establish conditions for hotels and similar uses.

Staff heavily researched zoning standards for hotels where they were listed as conditional uses across many cities in Georgia and based on APA zoning literature.

Is this a budgeted item? _____ If so, include budget line number: _____

Actions/Options/Recommendations:

Staff recommends approval of the text amendments regarding the certificate of appropriateness, definitions changes, C-1 changes, and C-2 changes. Staff recommends approval of some or all of the listed conditions for hotels as outlined in Section 113-190.

Planning Commission Recommendation

Planning Commission recommended approval of the proposed text amendments with a consideration to amend condition ‘i’ under the conditional use section. Discussion was had regarding the 30-day provision to include more precise language such as:

No guest rooms shall be utilized for occupancy by a single guest for a period of 30 continuous days. Only one such stay shall occur within a 60-day period.

There was also conversation regarding the legal ramifications of some additional conditions discussed such as a requirement for a full-service restaurant and the limitation of food preparation facilities.

Additional conversation was had requesting Planning Commission involvement in site planning and/or certificate of appropriateness issuance in order to assist council in the processing of such requests based on their overall role in serving the Town.