

The City of Snellville  
2342 Oak Road  
Snellville, Georgia 30078  
(770) 985-3500 • FAX (770) 985-3525



# AGENDA

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WORK SESSION  
OF MAYOR AND COUNCIL  
CITY OF SNELLVILLE, GEORGIA  
MONDAY, MARCH 10, 2025

Publication Date: March 5, 2025

TIME: 6:30 p.m.  
DATE: March 10, 2025  
PLACE: City Hall Conference Room 145

**I. CALL TO ORDER**

**II. REVIEW REGULAR BUSINESS MEETING AND PUBLIC HEARING AGENDA ITEMS**

**III. REVIEW CORRESPONDENCE**

**IV. CITY ATTORNEY'S REPORT**

**V. DISCUSSION ITEMS**

- a) Presentation by Michael Shaw, Director of Gwinnett County Office of Emergency Management [Bender]
- b) Review of Loitering Ordinance [Bender]
- c) Update of Ongoing Projects [Bender]
- d) Discussion About The Grove [Warner]

**VI. EXECUTIVE SESSION**

An Executive Session may be called:

- To discuss pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the Open Meetings Act pursuant to O.C.G.A. Section 50-14-2(1).
- To authorize negotiations to purchase, dispose of, or lease property; authorize the ordering of an appraisal related to the acquisition or disposal of real estate; enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote; or enter into an option to purchase, dispose of, or lease real estate subject to approval in subsequent public vote, which is excluded from the Open Meetings Act pursuant to Section 50-14-3(b)(1)(C).
- Upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee, which is excluded pursuant to O.C.G.A. Section 50-14-3(b)(2).

**VII. ADJOURNMENT**

## **LAWS IN EFFECT RELATED TO LOITERING**

### **Chief G. Perry**

16-11-36 Loitering and Prowling – states that a person commits the offense of loitering and prowling when he is in a place at a time or in a manner that is not usual for law-abiding individuals under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity.

City code 38-91 Loitering in Public Places – It shall be unlawful for any person to loiter upon any premises to which the public has access, including to places such as shopping center parking lots, when such person does not have a legitimate cause or need to be present of such premises. Any person who does not have a legitimate cause or need to be present on such premises and who shall willfully fail to remove himself from such premises after being requested to do so by a law enforcement officer shall be guilty of a violation of this section.

Chief Perry checked the last 12 months for calls for service and they have not had any juvenile calls on The Grove.

The City of Snellville  
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Snellville, Georgia 30078  
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# AGENDA

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PUBLIC HEARING & REGULAR BUSINESS MEETING  
OF MAYOR AND COUNCIL  
CITY OF SNELLVILLE, GEORGIA  
MONDAY, MARCH 10, 2025

Publication Date: March 5, 2025

TIME: 7:30 p.m.  
DATE: March 10, 2025  
PLACE: Council Chambers

**I. CALL TO ORDER**

**II. INVOCATION**

**III. PLEDGE TO THE FLAG**

**IV. CEREMONIAL MATTERS**

**V. MINUTES**

Approve the Minutes of the February 24, 2025 Meetings

**VI. INVITED GUESTS**

South Gwinnett High School Students – Civic Week Introduction

**VII. COMMITTEE / DEPARTMENT REPORTS**

Snellville Youth Commission

**VIII. APPROVAL OF THE AGENDA**

**IX. PUBLIC HEARING**

- a) 2<sup>nd</sup> Reading – UDO 25-01 – Consideration and Action on Amendment #8 to the Text of Chapter 200 (Zoning and Land Use) of the Snellville Unified Development Ordinance
- b) 2<sup>nd</sup> Reading – ORD 2025-04 - Consideration and Action on an Ordinance to Amend the Alcoholic Beverage Ordinance (Chapter 6); To Provide for and Amend Procedures for Obtaining Special Event Licenses and Special Event Spaces to Obtain Alcohol Licenses; To Provide Severability; To Repeal Conflicting Ordinances; To Provide an Effective Date; And for Other Purposes

PUBLIC HEARING & REGULAR BUSINESS OF MAYOR AND COUNCIL  
MONDAY, MARCH 10, 2025  
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- c) 1<sup>st</sup> Reading - RZ 24-04 LUP 24-02 – Consideration and Action on applications by KJ Luxury Homes, LLC (applicant) and Summit Chase Country Club, Inc. (property owner) requesting: a) to amend the Snellville 2045 Future Land Use Map from Park/Residential to Residential –Low Density; and, b) amend the Official Zoning Map from RS-30 (Single-family Residential) District to RS-5 (Single-family Residential) District for a 150-lot single-family detached subdivision and 19.66± acres of open space including country club style tennis courts, swimming pool, clubhouse and other amenities for residents to enjoy on a 95.386± acre vacant, unused golf course and country club site with a gross density of 1.57 lots per acre, situated along Green Turf Drive and Classic Drive, 3197 Classic Drive, Snellville, Georgia (Tax Parcel 5093 106)

**X. CONSENT AGENDA (Please see \*Note)**

**XI. OLD BUSINESS**

None

**XII. NEW BUSINESS**

- a) Consideration and Action on Adoption of RES 2025-02 - Resolution to Adopt a Revised Fee Schedule for the Planning and Development Department [Bender]  
b) Consideration and Action on Award of Bid for the Construction of a New Community/Recreation Center at T.W. Briscoe Park [Bender]  
c) Consideration and Action on Approval of New Purchasing Policy [Bender]  
d) Consideration and Action on Surplus of Public Works Vehicles and Equipment [Bender]

**XIII. COUNCIL REPORTS**

**XIV. MAYOR'S REPORT**

**XV. PUBLIC COMMENTS**

• Section 2-53

Each member of the public who wishes to address the Mayor and City Council in public session must submit their name, address and the topic (be as specific as possible) of their comments to the City Clerk prior to making such comments. Individuals will be allotted five minutes to make their comments and such comments must be limited to the chosen topic. Members of the public shall not make inappropriate or offensive comments at a City Council meeting and are expected to comply with our adopted rules of decorum.

• Decorum

You must conduct yourself in a professional and respectful manner. All remarks should be directed to the Chairman and not to individual Council Members, staff or citizens in attendance. Personal remarks are inappropriate.

**XVI. EXECUTIVE SESSION**

An Executive Session may be called:

- To discuss pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the Open Meetings Act pursuant to O.C.G.A. Section 50-14-2(1).
- To authorize negotiations to purchase, dispose of, or lease property; authorize the ordering of an appraisal related to the acquisition or disposal of real estate; enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote; or enter into an option to purchase, dispose of, or lease real estate subject to approval in subsequent public vote, which is excluded from the Open Meetings Act pursuant to Section 50-14-3(b)(1)(C).
- Upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee, which is excluded pursuant to O.C.G.A. Section 50-14-3(b)(2).

**XVII. ADJOURNMENT**

**\*Note: Items on the Consent Agenda may be read by title only. Upon the request of any Council Member, any item may be removed from the Consent Agenda and placed on the Regular Agenda prior to the adoption of the Regular Agenda. The Consent Agenda, or the remainder thereof omitting the challenged items, shall be adopted by unanimous consent.**

**CITY OF SNELLVILLE  
MEETINGS AND LOCAL EVENTS  
MARCH 10, 2025**

**March 10**

**Council Meeting**

**Monday, March 10, 2025**

**Work Session – Conference Room 145, City Hall**

**7:30 pm Meeting - Council Chambers, City Hall**

**March 11**

**Board of Appeals Meeting - CANCELED**

**Tuesday, March 11, 2025**

**7:30 pm – Council Chambers, City Hall**

**March 16**

**Broadcast of 3/10/2025 Council Meeting**

**Sunday, March 16, 2025**

**Watch the broadcast on Comcast Channel 25 at**

**6:30 pm**

**March 19**

**Downtown Development Authority Meeting**

**Wednesday, March 19, 2025**

**4:30 p.m. – 2<sup>nd</sup> Floor Conference Room 259**

**March 24**

**Council Meeting**

**Monday, March 24, 2025**

**6:30 p.m. Work Session – Conference Room 145,  
City Hall**

**7:30 pm Meeting - Council Chambers, City Hall**

**March 25**

**Planning Commission Meeting**

**Tuesday, March 25, 2025**

**7:00 pm Work Session – Conference Room 145,  
City Hall**

**7:30 pm Meeting - Council Chambers, City Hall**

**March 29**

**Family Fun Day - TW Briscoe Park**

**Saturday, March 29, 2025**

**Food, Drink, Fun, Games, Music**

**11 a.m. until 3:00 p.m.**

**March 30**

**Broadcast of 3/24/2025 Council Meeting**

**Sunday, March 30, 2025**

**Watch the broadcast on Comcast Channel 25 at**

**6:30 pm**

**April 1**

**Parks & Recreation Advisory Board Meeting - TW**

**Briscoe Park**

**Tuesday, April 1, 2025**

**6:00 p.m. – Park Office**

**April 8**

**Board of Appeals Meeting - CANCELED**

**Tuesday, April 8, 2025**

**7:30 pm – Council Chambers, City Hall**

**April 14**

**Council Meeting**

**Monday, April 14, 2025**

**6:30 p.m. Work Session – Conference Room 145,  
City Hall**

**7:30 pm Meeting - Council Chambers, City Hall**



WORK SESSION  
OF MAYOR AND COUNCIL  
CITY OF SNELLVILLE, GEORGIA  
MONDAY, FEBRUARY 24, 2025

Present: Mayor Barbara Bender, Mayor Pro Tem Tod Warner, Council Members Norman A. Carter Jr., Kerry Hetherington, Cristy Lenski, and Gretchen Schulz. Also present City Manager Matthew Pepper, City Attorney Jay Crowley with Powell and Crowley, Chief Greg Perry, Planning and Development Director Jason Thompson, Parks and Recreation Director Lisa Platt, Code Enforcement Officer Johnny Greene and City Clerk Melisa Arnold. (Assistant City Manager Mercy Montgomery and Public Information Officer Brian Arrington were absent.)

**CALL TO ORDER**

Mayor Bender called the meeting to order at 6:34 p.m.

**REVIEW REGULAR BUSINESS MEETING AND PUBLIC HEARING AGENDA ITEMS**

Discussion was held about the agenda item regarding the special use permit SUP 25-01 and sign versus a mural. Consensus was to move forward with a sixty (60) day moratorium while a process was explored for future variance applications.

Planning Director Thompson reviewed the application RZ 25-01 by Split Silk Properties. He advised the Planning Department received an updated site plan last week and they need more time for review. Jeff Timler with Split Silk Properties was present and spoke about the application. After discussion consensus was to table the item to give more time to review the amended site plan.

Discussion was held about UDO 25-01 and ORD 2025-04 regarding the alcoholic beverage ordinance. Consensus was to table to give more time to review additional updates regarding special event facilities.

**REVIEW CORRESPONDENCE**

Mayor Bender reviewed correspondence from the Military Order of Purple Hearts.

**CITY ATTORNEY'S REPORT**

Attorney Crowley asked for an Executive Session.

**DISCUSSION ITEMS**

Update of Ongoing Projects [Bender]

Due to time constraints City Manager Pepper gave a brief update on projects.

Review of Loitering Ordinance [Bender]

This item is postponed to the March 10, 2025 work session agenda.

**City of Snellville Administration Department**

WORK SESSION OF MAYOR AND COUNCIL  
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**EXECUTIVE SESSION**

Mayor Bender read the closed meeting notice into the record as follows:

- To authorize negotiations to purchase, dispose of, or lease property; authorize the ordering of an appraisal related to the acquisition or disposal of real estate; enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote; or enter into an option to purchase, dispose of, or lease real estate subject to approval in subsequent public vote, which is excluded from the Open Meetings Act pursuant to Section 50-14-3(b)(1)(C).

Upon a motion by Mayor Pro Tem Warner, 2<sup>nd</sup> by Council Member Carter, the meeting was closed, with all Council Members and the Mayor present and voting in favor.

The meeting was closed at 7:30 p.m.

The meeting reconvened at 7:34 p.m.

**ADJOURNMENT**

Mayor Pro Tem Warner made a motion to adjourn, 2<sup>nd</sup> by Council Member Hetherington; voted 6 in favor and 0 opposed, motion approved. The meeting adjourned at 7:34 p.m.

Barbara Bender, Mayor

Melisa Arnold, City Clerk





PUBLIC HEARING & REGULAR BUSINESS MEETING  
OF MAYOR AND COUNCIL  
CITY OF SNELLVILLE, GEORGIA  
MONDAY, FEBRUARY 24, 2025

Present: Mayor Barbara Bender, Mayor Pro Tem Tod Warner, Council Members Norman A. Carter Jr., Kerry Hetherington, Cristy Lenski, and Gretchen Schulz. Also present City Manager Matthew Pepper, City Attorney Jay Crowley with Powell and Crowley, Chief Greg Perry, Planning and Development Director Jason Thompson, Code Enforcement Officer Johnny Greene, IT Administrator Erika Fleeman and City Clerk Melisa Arnold. (Assistant City Manager Mercy Montgomery and Public Information Officer Brian Arrington were absent.)

**CALL TO ORDER**

Mayor Bender called the meeting to order at 7:40 p.m.

**INVOCATION**

Bobby Howard gave the invocation.

**PLEDGE TO THE FLAG**

Council Member Carter led the Pledge of Allegiance.

**CEREMONIAL MATTERS**

PRO 2025-05 – Recognition of Black History Month

Mayor Bender read the proclamation into the record.

**MINUTES**

Approve the Minutes of the February 8, 2025 Work Retreat and the February 10, 2025 Public Hearings and Regular Meeting

Council Member Lenski made a motion to approve the February 8, 2025 Work Retreat and the February 10, 2025 Work Session, Public Hearings and Regular Meeting, 2<sup>nd</sup> by Council Member Carter; voted 6 in favor and 0 opposed, motion approved.

**INVITED GUESTS**

None

**COMMITTEE / DEPARTMENT REPORTS**

None

### **APPROVAL OF THE AGENDA**

Council Member Schulz made a motion to approve the agenda with the addition of New Business Item "b" Consideration and Action on a Sixty (60) Day Moratorium on Variances for Wall Signs and Murals, 2<sup>nd</sup> by Council Member Lenski; voted 6 in favor and 0 opposed, motion approved.

### **PUBLIC HEARING**

2<sup>nd</sup> Reading – HRO 2025-01 - Home Rule Charter Amendment to the Charter of Snellville, Georgia by Amending Section 6.31 – Contracting Procedures Established By the Existing Charter

Mayor Bender explained that this charter amendment removes dollar amounts related to the purchasing policy and allows for them to be set by policy.

Council Member Hetherington made a motion to approve HRO 2025-01, 2<sup>nd</sup> by Council Member Carter; voted 6 in favor and 0 opposed, motion approved. (A copy of HRO 2025-01 is attached to and made a part of these minutes.)

2<sup>nd</sup> Reading - SUP 25-01 (ORD 2025-05) – Consideration and Action on Application by Michael Briscoe, Briscoe's Pharmacy P.C. (d/b/a Snell's Pharmacy) requesting a Special Use Permit for a 140 sq. ft. mural painted on the southern building elevation and variance from Sec. 207-6.2 (Definitions) of Article 7 Chapter 200 of the Snellville Unified Development Ordinance for the property zoned BG (General Business) District, 2295 Oak Road, Snellville, Georgia (Tax Parcel 5026 225)

Planning Director Thompson presented the application and advised that the Planning Department recommended denial. He answered questions of the Mayor and Council.

Applicant, Michael Briscoe, 2571 Church Street, Snellville, came forward and spoke about the application.

Mayor Bender opened the floor to public comment:

Tricia Rawlins, 2088 Harbour Oaks Drive, Snellville spoke in favor of the SUP.

No one else came forward so Mayor Bender closed public comment.

Council Member Lenski made a motion to approve SUP 25-10 referencing ORD 2025-05, 2<sup>nd</sup> by Council Member Hetherington; voted 5 in favor and 1 in opposition with Council Member Carter casting the opposing vote; motion approved. (A copy of ORD 2025-05 is attached to and made a part of these minutes.)

2<sup>nd</sup> Reading - RZ 25-01 (ORD 2025-03) – Consideration and Action on Application by Split Silk Properties, LLC, Representing Sinocoin Investment, LLC (property owner) Requesting: A) to Amend the Official Zoning Map From RS-30 (Single-Family Residential) District to R-TH (Townhouse Residential) District; And B) Request for Variances from the Snellville Unified Development Ordinance for a 67-Unit Single-Family (Attached) Townhome Development On A 17.44 +/- Acre Site with a Density of 3.84 Units Per Acre, Located Near the Intersection of U.S. Highway 78 (Athens Highway) and Rosebud Road, 3,000 Block Rosebud Road, Snellville, Georgia (Tax Parcel R5100 023)

PUBLIC HEARING & REGULAR BUSINESS OF MAYOR AND COUNCIL  
MONDAY, FEBRUARY 24, 2025  
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Mayor Pro Tem Warner made a motion to table RZ 25-01 until the April 14, 2025 meeting for the second reading and public hearing, 2<sup>nd</sup> by Council Member Hetherington.  
Mayor Bender explained that the applicant submitted a revised site plan last week and more time was needed for review.  
The motion was voted 6 in favor and 0 opposed, motion approved.

2<sup>nd</sup> Reading – UDO 25-01 – Consideration and Action on Amendment #8 to the Text of Chapter 200 (Zoning and Land Use) of the Snellville Unified Development Ordinance

Mayor Bender explained that this item will be tabled to address some additional changes related to alcohol being served at Special Event Facilities which also relates to the next item, ORD 2025-04, that will need to be tabled as well.  
Council Member Schulz made a motion to table to the March 10, 2025 meeting, 2<sup>nd</sup> by Council Member Carter; voted 6 in favor and 0 opposed, motion approved.

2<sup>nd</sup> Reading – ORD 2025-04 - Consideration and Action on an Ordinance to Amend the Alcoholic Beverage Ordinance (Chapter 6); To Provide for and Amend Procedures for Obtaining Special Event Licenses and Special Event Spaces to Obtain Alcohol Licenses; To Provide Severability; To Repeal Conflicting Ordinances; To Provide an Effective Date; And for Other Purposes

Council Member Carter made a motion to table until the March 10, 2025 meeting, 2<sup>nd</sup> by Mayor Pro Tem Warner; voted 6 in favor and 0 opposed, motion approved.

**CONSENT AGENDA**

None

**OLD BUSINESS**

None

**NEW BUSINESS**

Consideration and Action on House Bill 581 – Floating Homestead Exemption [Bender]

Mayor Bender explained that the City must decide whether to opt in or out of the homestead exemption by March 1<sup>st</sup> and explained the impact of opting in versus opting out.

Council Member Lenski made a motion to approve RES 2025-03 to opt out of the exemption, 2<sup>nd</sup> by Council Member Carter.

Mayor Bender opened the floor to public comment but no one came forward so public comment was closed.

Mayor and Council each spoke about the issue.

The motion was voted 2 in favor and 4 opposed with Council Members Lenski and Carter voting in favor and Council Members Schulz, Hetherington, Mayor Pro Tem Warner and Mayor Bender each voting in opposition; the motion failed.

PUBLIC HEARING & REGULAR BUSINESS OF MAYOR AND COUNCIL  
MONDAY, FEBRUARY 24, 2025  
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Mayor Bender explained that since the resolution failed to be adopted the City is opting into the floating homestead exemption.

Consideration and Action on a Moratorium on Variance Applications for Wall Signs and Murals [Bender]

Council Member Lenski made a motion to approve a moratorium on applications for Wall Signs and Murals until August 16, 2025, 2<sup>nd</sup> by Mayor Pro Tem Warner; voted 6 in favor and 0 opposed, motion approved. (A copy of RES 2025-04 is attached to and made a part of these minutes.)

**COUNCIL REPORTS**

Council Members Carter, Hetherington, Lenski, Schulz and Mayor Pro Tem Warner each gave a report.

**MAYOR'S REPORT**

Mayor Bender gave a report.

**PUBLIC COMMENTS**

The following people came forward to speak:  
Kurt Schulz, 2027 Tanglewood Drive, Snellville.  
Tricia Rawlins, 2088 Harbour Oaks Drive, Snellville.  
Bobby Howard, 2240 Pinehurst Road, Snellville.  
Melvin Everson, 1725 Winding Creek Circle, Snellville.

**EXECUTIVE SESSION**

None

**ADJOURNMENT**

Council Member Hetherington made a motion to adjourn, 2<sup>nd</sup> by Council Member Schulz; voted 6 in favor and 0 opposed, motion approved. The meeting adjourned at 8:49 p.m.

Barbara Bender, Mayor

Melisa Arnold, City Clerk

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## Agenda Item Summary

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**TO:** The Mayor and Council

**FROM:** Jason Thompson, Director  
Department of Planning and Development

**DATE:** March 10, 2025

**RE:** #UDO 25-01 - Text Amendment #8 to the Snellville Unified  
Development Ordinance (UDO)

**STATUS:** Public Hearing (Tabled from Feb 24<sup>th</sup> Second Reading)

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Proposed text amendment to the UDO to:

- A. Require rear-entry garages with alley access for all single-family (attached) residential developments. Front-entry garages with street access is prohibited.
- B. Add *'Public, Civic and Cultural Center'* to list of public-institutional uses, allow as principal permitted use in TC-MU and CI. Provide definition.
- C. Amend definition, add use standards and require SUP approval for *'Special Event Facility (indoor)'*.
- D. Add *'Medical Cannabis Dispensary'* to allowed use table as a *Limited* use in BG and HSB. Provide definition and use standards.
- E. Add *'CBD Store'* to allowed use table as principal permitted use in BG, HSB, MU, TCO and TC-MU. Provide definition.
- F. Correct special use permit ('S') requirement for *'Towing/impounding of vehicles'* in HSB (table incorrectly referenced use allowed in HSB as 'SP').
- G. Add *'Food Truck (base of operation)'* to allowed use table as *Limited* use in LM. Provide definition and use standards.
- H. Amend definition and use standards for *'Temporary Shelter'*
- I. Amend minimum vehicle parking requirements for single-family (attached) and single-family (detached) uses.
- J. Amend requirements and regulations for dumpster enclosure.

A Summary of Proposed Amendments is provided summarizing the 21 proposed amendments as well as a redline version of each amendment to Articles 1, 2, 5 and 6 of Chapter 200 (Zoning and Land Use).

**Financial Impact:** None

**Planning Department  
Recommendation:** Approval

Agenda Item Summary - Case #UDO 25-01  
March 10, 2025  
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**Planning Commission  
Regular Meeting Date  
(and Recommendation)      January 28, 2025 (Approval)**

**Mayor and Council  
Meetings:                      February 10, 2025 (1<sup>st</sup> Reading)  
February 24, 2025 (2<sup>nd</sup> Reading – Tabled to Mar 10<sup>th</sup>)  
March 10, 2025 (Public Hearing)**

**Action Requested:              Consideration, Public Hearing and Action**

**Draft Ordinance:              Attached**

**Case Documents (website link):**

- [Jan 28 2025 Memo to Planning Commission \(1-24-2025\)](#)
- [Summary of Amendments - Draft V1 1-22-2025 \(1-24-2025\)](#)
- [Proposed UDO Chapter 200 Text Amendments - Draft V1 1-22-2025 \(1-24-2025\)](#)
- [Jan 28 2025 Planning Commission Report \(1-29-2025\)](#)
- [Summary of Amendments - Draft V2 1-30-2025 \(2-3-2025\)](#)
- [Proposed UDO Chapter 200 Text Amendments - Draft V2 1-30-2025 \(2-3-2025\)](#)
- [Official 1-28-2025 Planning Commission Regular Meeting Minutes \(2-26-2025\)](#)
- [Summary of Amendments - Draft \(V3\) 2-25-2025 \(3-3-2025\)](#)
- [Proposed UDO Chapter 200 Text Amendments - Draft \(V3\) 2-25-2025 \(3-3-2025\)](#)

STATE OF GEORGIA

CITY OF SNELLVILLE

**ORDINANCE NO. UDO 25-01**

**AN ORDINANCE TO AMEND PORTIONS OF CHAPTER 200 OF THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF SNELLVILLE, GEORGIA; TO AMEND GARAGE AND DRIVEWAY LOCATIONS FOR TOWNHOMES; TO ESTABLISH DEFINITIONS AND REGULATIONS FOR CERTAIN ZONING CLASSES FOR “SPECIAL EVENT FACILITY (INDOOR)”, “MEDICAL CANNABIS DISPENSARY”, “CBD STORE” AND “TEMPORARY SHELTER”; TO AMEND REGULATIONS FOR DUMPSTER ENCLOSURE; TO AMEND MINIMUM VEHICLE PARKING REQUIREMENTS FOR SINGLE-FAMILY (ATTACHED) AND SINGLE-FAMILY (DETACHED) USES; TO PROVIDE SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the duly elected governing authority of the City of Snellville, Georgia (the “City”) is the Mayor and Council; and

**WHEREAS**, the Mayor and the Council of the City of Snellville, Georgia, desire to amend portions of the Unified Development Ordinance for the City of Snellville, Georgia; and

**WHEREAS**, the Mayor and the Council of the City of Snellville, Georgia is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs and local government; and

**WHEREAS**, due notice to the public was published in the Gwinnett Daily Post, the legal organ for Gwinnett County and the City of Snellville, Georgia on January 5, 2025 giving notice of the January 28, 2025 7:30 p.m. Planning Commission regular meeting and again on February 5, 2025 giving notice of the February 24, 2025 7:30 p.m. Mayor and Council regular meeting and public hearing; and

**WHEREAS**, the Planning Commission of the City of Snellville, Georgia considered the proposed amendments at a duly advertised regular meeting and public hearing on January 28, 2025 at 7:30 p.m. and by a unanimous vote of six (6) to zero (0), the Planning Commission recommended *Approval* of the proposed amendments; and

**WHEREAS**, at the February 24, 2025 Regular Meeting and Public Hearing of the Mayor and Council of the City of Snellville, Georgia, by a unanimous vote of six (6) to zero (0), tabled action on the proposed amendment until March 10, 2025; and

**WHEREAS**, the Mayor and Council of the City of Snellville, Georgia deem such amendment to be for the betterment and general welfare of the City of Snellville and its inhabitants; and,

**IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF SNELLVILLE, GEORGIA**, and by the authority thereof:

**Section 1.** Article 1 (Rules for All Zoning Districts) of Chapter 200 of the Unified Development Ordinance of the City of Snellville, Georgia is hereby amended as follows:

**Section 201-1.12. Street Classification**, is hereby amended by deleted the previous **Section 201-1.12.** and inserting in its place the following **Section 201-1.12.:**

201-1-12. Street Classification

For purposes of this UDO, all of the streets, roads, and highways are classified in the current adopted Gwinnett County Unified Plan or Long-Range Transportation Plan.

**Section 201-2.6. Townhouse, Subsection B, Parking Location and Access**, is hereby amended by deleting the previous **Section 201-2.6.B. Parking Location and Access**, and inserting in its place the following **Section 201-2.6.B. Parking Location and Access:**

201-2.6.B. Parking Location and Access

Rear-entry garages and driveways with access from alley only. Front-entry garages prohibited. No on-site parking is allowed between the building and the street.

**Section 201-3.3. Small Residential Building Standards**, is hereby amended by deleting the previous **Section 201-3.3.E.** and inserting in its place the following **Section 201-3.3.E. (illustration to remain):**

201-3.3.E. Building Facades

Building facades facing a street must comply with the following:

1. The total combined area of all windows and doors on a front facade may not exceed 40% of the front façade wall area.
2. A front porch or stoop is required and must conform to Sec. 201-2.14.C or Sec. 201-2.14.D, as applicable.
3. Single-family (detached) dwelling garage doors facing a street may not comprise more than 50% of the overall width of the front wall plane of the house.
4. Except single-family (attached) dwellings, all garage doors facing a public or private street must observe a minimum 22 feet front and side (street) setback from sidewalk in all zoning districts, unless a greater setback is required to meet the 30 feet minimum driveway length, measured from right-of-way to garage door, required in the Build to Rent districts.
5. Garages and driveways serving single-family (attached) dwellings must be rear-entry with access provided from an alley. Front-entry garages and driveways facing a public



or private street are prohibited. Garage doors must observe a minimum 22 feet setback from alley.

6. No more than three adjacent single-family attached units may have identical façade designs. Differentiation between adjacent units may be accomplished by a change in materials, building height, color, or roof form.

**Section 201-4.2. Basic Standards, is hereby amended by deleting the previous Section 201-4.2.H. and inserting in its place the following Section 201-4.2.H. (illustration to remain):**

#### 201-4.2.H. Building Facades

Façades facing a street or civic space must comply with the following:

1. Where used, shutters must match one half the width and shape of the window opening to which they are adjacent.
2. Façades must provide visual divisions between the ground floor and second story through architectural means such as courses, awnings, or a change in materials.
3. Façades must delineate all stories above the ground floor with windows, belt courses, balconies, cornice lines, or similar architectural detailing.
4. Except townhouses, all garage doors facing a public or private street must observe a minimum 22 feet front and side (street) setback from sidewalk.
5. Garages and driveways serving townhouses must be rear-entry with access provided from an alley. Front-entry garages and driveways facing a public or private street are prohibited. Garage doors must observe a minimum 22 feet setback from alley.
6. Windows above the ground floor must be equally sized and equally spaced rectangles with a height greater than width and arranged in a grid pattern.
7. Windowpanes must be recessed as follows:
  - a. On ground floors, panes must be recessed a minimum of 3 inches from the adjacent exterior wall.
  - b. On floors above the ground floor, panes must be recessed a minimum of 2 inches from either the adjacent exterior wall (when no trim is provided) or from the trim (when trim at least 3.5 inches wide is provided).

**Section 201-4.3. Small Residential Building Standards, is hereby amended by deleting the previous Section 201-4.3.G. and inserting in its place the following Section 201-4.3.G. (illustration to remain):**

#### 201-4.3.G. Building Facades

Façades facing a street or civic space must comply with the following:

1. Doors and windows that operate as sliders are prohibited.
2. Where used, shutters must match one half of the width and shape of the window opening to which they are adjacent.
3. Windows must include sills of wood, masonry, stone, cast stone, or terra cotta.
4. Windowpanes must be recessed a minimum of 2 inches from either the adjacent exterior wall (when no trim is provided) or from the trim (when trim of at least 3.5 inches wide is provided).
5. Awnings are not allowed.

6. Except townhouses, all garage doors facing a public or private street must observe a minimum 22 feet front and side (street) setback from sidewalk.
7. Garages and driveways serving townhouses must be rear-entry with access provided from an alley. Front-entry garages and driveways facing a public or private street are prohibited. Garage doors must observe a minimum 22 feet setback from alley.
8. Garage doors facing a street may not comprise more than 50% of the overall width of the front wall plane of the house.

**Section 2.** Article 2 (Residential Districts) of Chapter 200 of the Unified Development Ordinance of the City of Snellville, Georgia is hereby amended as follows:

**Section 202-6.7. Building Placement,** is hereby amended by deleting the previous **Section 202-6.7.** and inserting in its place the following **Section 202-6.7.** (illustration to remain):

202-6.7. Building Placement

Building Setbacks

- |                     |             |
|---------------------|-------------|
| A. Front:           | 10 ft. min. |
| B. Side (interior): | 0 ft. min.  |
| C. Side (street):   | 5 ft. min.  |
| D. Rear:            | 30 ft. min. |

Building Separation

Min. separation between principal buildings: 20 ft. min.

**Section 202-6.9. R-TH Design Standards,** is hereby amended by deleting the previous **Section 202-6.9.F.** and inserting in its place the following **Section 202-6.9.F.:**

Garages and driveways must be rear-entry with access provided from an alley. Front-load garages and driveways facing a public or private street are prohibited. Garage doors must observe a minimum 22 feet setback from alley.

**Section 202-15.7. Building Placement,** is hereby amended by deleting the previous **Section 202-15.7.** and inserting in its place the following **Section 202-15.7.** (illustration to remain):

202-15.7. Building Placement

Building Setbacks

- |                     |             |
|---------------------|-------------|
| E. Front:           | 10 ft. min. |
| F. Side (interior): | 0 ft. min.  |
| G. Side (street):   | 5 ft. min.  |
| H. Rear:            | 30 ft. min. |

Building Separation

Min. separation between principal buildings: 20 ft. min.

**Section 202-15.9. R-TH-BTR Design Standards, is hereby amended by deleting the previous Section 202-15.9.F. and inserting in its place the following Section 202-15.9.F.:**

Garages and driveways must be rear-entry with access provided from an alley. Front-load garages and driveways facing a public or private street are prohibited. Garage doors must observe a minimum 22 feet setback from alley.

**Section 202-15.10. Additional Requirements, is hereby amended by deleting the previous Section 202-15.10.A.5. and inserting in its place the following Section 202-15.10.A.5.:**

All driveways must be a minimum width of 24 feet and minimum length of 22 feet measured from alley.

**Section 3.** Article 6 (Use Provisions) of Chapter 200 of the Unified Development Ordinance of the City of Snellville, Georgia is hereby amended as follows:

**Section 206-2. Allowed Use Table, is hereby amended by deleting the previous Table and Table Note [1] and inserting in its place the following Table and Table Note [1] attached hereto as Exhibit “A”. A redlined copy to track the amendments to Sec. 206-2 Allowed Use Table is attached hereto as Exhibit “B”.**

**Section 206-4.1. Civic, is hereby amended by deleting the previous Section 206-4.1. and inserting in its place the following Section 206-4.1.:**

206-4.1. Civic

A. Defined

Places of public assembly that provide ongoing governmental, life safety, educational, and cultural services to the general public, as well as meeting areas for religious practice. Civic includes the following:

1. College, public or private.
2. Community center.
3. Fraternal organization and club, non-profit.
4. Museum, library.
5. Non-profit private clubhouse.
6. Non-profit private recreation.
7. Place of worship.
8. Public buildings and uses.
9. Public civic and cultural center.
10. School, public or private.

**Section 206-4.1. Civic, is hereby amended by adding the following section 206-4.1.K.:**

206-4.1. Civic

K. Public Civic and Cultural Center

1. Defined

Any event space owned by the City of Snellville that hosts events and leases out the space for special events.

**Section 206-5.3. Event Facility, is hereby amended by deleting the previous Section 206-5.3. and inserting in its place the following Section 206-5.3.:**

206-5.3. Special Event Facility (Indoor)

A. Defined

An indoor facility, other than a private residence, hotel, motel, other lodging place, private club, restaurant, bottle shop, lounge, night club or bar used by a for-profit host which serves as rental space for group functions for the purposes of honoring a person or an event, such as wedding, wedding reception, bridal shower, retirement party, holiday party, award dinner or luncheon, bar/bat mitzvah, celebration of life or similar type of function, with or without live entertainment, with or without the catering of food and drink for consumption on-premises by persons in attendance. This definition shall not include a place of worship, or non-profit civic associations and facilities in which the predominant activities or events are publicly accessible without pre-invitation, such as operations consistent with that of a restaurant, lounge, nightclub, bar or late-night establishment. "Publicly accessible" means that entry is available to the general public, whether or not admission is free or dependent on payment by the individual attendees.

B. Use Standards

Where a special event facility (indoor) is allowed as a special use it is subject to the following:

1. Use agreement. The special event facility is subject to a use agreement between a private group or individual and the unrelated special event facility business owner/operator.
2. Pre-planned events: Scheduled events shall not be advertised or accessible to the general public, and shall be restricted to predetermined invited guests.
3. Entrance: The main entrance of the facility shall be clearly visible from a public space or the traveling public.
4. Parking requirements: 1 space per 3 seats (rooms with fixed seating) plus 1 space per 200 sq. ft. of gross lease area (areas with no fixed seating). When a site or location is used in combination of uses (i.e. strip center), the parking requirements are the sum of the requirements for each use, and no parking space for one use may be included in the calculation of parking requirements for any other use, except as allowed in Sec. 207-1.3 (Shared Vehicle Parking).
5. Change in occupancy classification: If the occupancy classification of any existing building or structure is changed, the building, electrical, gas, mechanical and plumbing systems must be made to conform to the intent of the construction codes as required by the Building Official.
6. Fire Marshal Certificate of Occupancy: a current and valid Certificate of Occupancy issued by the Gwinnett County Fire Marshal's Office is required.

7. Restroom facilities: must meet the minimum required number of bathroom (toilet) facilities based on the occupancy classification and occupant load for the facility.
8. Security cameras: The special event facility shall have live camera coverage around the exterior perimeter and retain footage for no less than 10-days following end of each event.
9. On premises security: Must provide on premises privately contracted security equal to: one (1) security personnel for events with 25 to 75 event attendees. Two (2) contracted security personnel for events having more than 75 event attendees. Security personnel shall be required to be on the premises at all times and shall not be a participant in the special event festivities.
10. Event attendees shall not congregate outside of the special event facility including event parking areas and area businesses.
11. Noise control: Noise standards shall be regulated in accordance with Article II (Noise Control) of Chapter 26 of the Snellville City Code.
12. Food and beverage service: the special events facility itself cannot possess an alcohol license, and food may not be prepared on-site. Neither the special events facility nor its employees shall provide any food or beverages, including alcoholic beverages to guests. Rather only the caterer or its employees may do so. Caterers must obtain the necessary permits from the State of Georgia as well as from their County of origin to provide food and beverage services at the event or gathering. Only a licensed alcoholic beverage caterer shall be permitted to serve or sell alcoholic beverages for consumption at a catered special event or function, subject to the licensing and other requirements for alcoholic beverage caterers in Chapter 6 (Alcoholic Beverage Ordinance) of the city code.
13. Closing time: Any special events facility event or gathering must conclude by 12:30 a.m., at which time all event attendees and guests must vacate the premises.

**Section 206-5.6. Medical, is hereby amended by adding the following Section 206-3.2.D.:**

206-5.6. Medical

D. Medical Cannabis Dispensary

1. Defined

Any business establishment that is granted a license by the State of Georgia for the sale and distribution of medical cannabis products, as defined in O.C.G.A. § 16-12-190 or related products as defined in O.C.G.A. § 16-12-200(15). This definition shall not include any bonafide full-service pharmacy that holds a dispensing license as authorized by O.C.G.A. § 16-12-206(b).

2. Use Standards

1. State license required prior to application. All applicants wishing to open a medical cannabis dispensary in the City shall first obtain a valid dispensary license from the State of Georgia. It shall be unlawful for any person or legal entity to receive an occupation tax certificate from the City or to operate a medical cannabis dispensary in the City under any other circumstance.

2. Number of licenses limited. No more than two (2) licenses for every ten thousand (10,000) residents of the City, may be in effect at a time. The City shall not issue a license for a medical cannabis dispensary that would result in more such establishments being licensed to operate simultaneously than is allotted by the population of the City as determined by the most current Census data. Exceptions to this rule are as follows:
  - a. Any transfer, sale or relocation of the establishment shall void the current license, except that upon the death or incapacity of a licensee or a co-licensee of a medical cannabis dispensary, any heir or devisee of the deceased licensee, or any guardian of an heir or devisee of a deceased licensee, may continue the business of an establishment for a reasonable period of time not to exceed sixty (60) days to allow for an orderly transfer of the license. For the purpose of this provision, if the business is a corporation or LLC, a sale or transfer of at least fifty (50) percent of a stock of a corporation or fifty (50) percent of the membership certificates of an LLC, shall constitute transfer of a dispensary.
3. Size limitations. No dispensary may be greater than five-thousand (5,000) square feet in gross floor area.
4. No medical cannabis dispensaries shall be allowed:
  - a. Within two-thousand (2,000) feet of any residential dwelling, residential substance abuse diagnostic or treatment facility, any licensed drug or alcohol rehabilitation facility, religious institution or Place of Worship, Early Care and Education Program as defined in O.C.G.A. § 20-1A-2, Public or Private School, College or University, Governmental facility or Park.
  - b. Within two (2) miles of another medical cannabis dispensary.
  - c. Distance shall be measured by a straight line without regard to intervening structures or objects, from the front door of the medical cannabis dispensary to the closest point on a boundary of any parcels containing a residential dwelling, Church, Temple or Place of Worship, Early Care and Education Program, School, College, University, Government Facility or Park, or another Medical Cannabis Dispensary.
5. All medical cannabis dispensaries shall adhere to all applicable state and local laws, rules, regulations, and ordinances, including, but not limited to, O.C.G.A. §§16-12-200 to 16-12-236 and the rules and regulations promulgated by the Georgia Access to Medical Cannabis Commission.

**Section 206-5.12. Retail Sales, is hereby amended by reformatting the previous Section 206-5.12.G. and subsequent sections (H through O) and inserting in its place the following Section 206-5.12.G.:**

206-5.12. Retail Sales

G. CBD Store

1. Defined

A facility involved in the principal retail sale of cannabidiol (CBD) products that are derived from hemp (cannabis sativa L. plant, or any derivative) and contain less

than 0.3% tetrahydrocannabinol (THC) content. The cultivation and production of medical hemp is prohibited.

**Section 206-6.3. Light Industrial, is hereby amended by deleting the previous Section 206-6.3.A. and inserting in its place the following Section 206-6.3.A.:**

206-6.3. Light Industrial

A. Defined

A facility that involves conducting food and beverage production; land-intensive outdoor sales and services; or repair or servicing of industrial, business, or consumer machinery, equipment, or products mainly by providing centralized services for separate retail outlets. Contractor storage and similar uses perform services off-site. Light industrial includes the following:

1. Ambulance service (with on-site storage or parking of vehicles).
2. Baking plant.
3. Brewery, winery, distillery.
4. Contractor storage.
5. Food truck (base of operations/commissary)
6. Laundry, dry-cleaning, and carpet cleaning plant.
7. Manufactured building, mobile home sales.
8. Sale, rental, or repair of machinery, heavy equipment, or special trade tools.
9. Taxicab, limousine, or non-emergency transport service (with on-site storage or parking of vehicles)

**Section 206-6.3. Light Industrial, is hereby amended by reformatting the previous Section 206-6.3.E. to Section 206-6.3.F Sale, Rental, or Repair of Heavy Equipment and inserting in its place the following Section 206-6.3.E.:**

206-6.3. Light Industrial

E. Food Truck (Base of Operations/Commissary)

1. Defined

A fixed location with a food service permit from which a mobile food service unit, extended food service unit, “pop-up” food service operation, or catering food service establishment operates. Exception: Mobile food service units operating in conjunction with a restaurant or food service establishment.

2. Use Standards

- a. Must obtain a food service permit from Gwinnett County Health Department.
- b. Must provide a grease trap if required by Gwinnett County Water Resources.

**Section 206-8.30. Temporary Shelter, is hereby amended by deleting the previous Section 206-8.30. and inserting in its place the following Section 206-8.30.:**

206-8.30. Temporary Shelter

A. Defined

A tent, canopy, shade, sukkah or other non-permanent shelter structure that provides shelter from the elements to persons on a temporary basis and is usually associated with

a special outdoor event (reception, graduation, reunion, holiday or religious celebration, etc.).

**B. Use Standards**

Where a temporary shelter is allowed as a limited use, it is subject to the following:

1. Structure may not be erected for more than 10-days within any 60-day calendar period.
2. A Tent Permit from the Gwinnett County Fire Marshal’s Office is required for tents 400 sq. ft. or greater in size or canopies (with no sides) that are 700 sq. ft. or greater in size.

**Section 4.** Article 7 (Site Development) of Chapter 200 of the Unified Development Ordinance of the City of Snellville, Georgia is hereby amended as follows:

**Section 207-1.2. Parking Requirements, is hereby amended by deleting the previous Table 207-1.2.B. Vehicle Parking Requirements and inserting in its place the following Table 207-1.2.B.:**

**Table 207-1.2.B Vehicle Parking Requirements**

Use	Vehicle Parking (min.)
<b>Residential Uses</b>	
All household Living, except as listed below:	1 per unit
Single-family (attached) dwelling	2 per garage + 1 per 4 units Located in street and/or common area
Single-family (detached) dwelling	2 per garage 3 per garage (Build-to-Rent)
Live-Work	2 per unit
All group living, as listed below:	
Boarding and rooming house	2 per unit
Collective residences	2 per unit
Continuing care retirement community	0.5 per bedroom or bed
Hospice	2 per unit
Monastery or convent	0.5 per bedroom or bed
Shelter	0.5 per bedroom or bed
<b>Public/Institutional Uses</b>	
All civic, as listed below:	
Fraternal organization and club, non-profit	1 per 300 sf
Place of worship	1 per 4 seats in main auditorium (with fixed seating), or 1 per 200 sf. of gross building floor area
Community center	1 per 4 seats (rooms with fixed seating) + 1 per 500 sf. (areas with no fixed seating)
Colleges, public or private	5 per classroom
Non-profit private clubhouse	1 per 500 sf.



Use	Vehicle Parking (min.)
Non-profit private outdoor recreation	1 per 3,000 sf. of outdoor use area
Public buildings and use	1 per 500 sf.
Museum, library	1 per 500 sf.
School, public or private	3 per classroom
All parks and open space:	1 per 5,000 sf. of use area
All utilities:	None
<b>Commercial Uses</b>	
All adult entertainment establishments:	1 per 500 sf.
All day care, as listed below:	
Adult care centers	1 per 500 sf.
Day care centers	1 per 400 sf.
Family Day Care Home	2 per establishment
All event facilities:	1 per 3 seats (rooms with fixed seating) + 1 per 200 sf. (areas with no fixed seating)
All hotels, motels, extended stay hotels:	1 per guest room + as required for restaurants or event facility
All indoor recreation:	1 per 3 seats (rooms with fixed seating) + 1 per 200 sf. (areas with no fixed seating)
All medical, except as listed below:	1 per 500 sf.
Hospital, urgent care, emergency medical office	3 per bed
All office:	1 per 500 sf.
All outdoor recreation:	1 per 500 sf. + 1 per 2,000 sf. of outdoor use area
All passenger terminals:	None
All personal service, except as listed below:	1 per 500 sf.
Funeral home, mortuary	1 per 5 seats in chapel, or 1 per 100 sf. of public areas, whichever is greater
All restaurants (freestanding):	1 per 150 sf.
All restaurants (not freestanding):	1 per 300 sf.
All retail:	1 per 500 sf.
All vehicular, as listed below:	
Automobile parts store	1 per 750 sf.
Boat and recreational vehicle sales, rental, and service	1 per 1,000 sf., or 1 per 5,000 sf. of vehicle display area, whichever is greater
Car wash (full service)	1 per 500 sf. + 4 stacking spaces per service bay
Car wash (other)	None
Gas station	1 per 500 sf.
Parking	None

Use	Vehicle Parking (min.)
Vehicle rental	1 per 500 sf., or 1 per 4,000 sf. of vehicle display area, whichever is greater
Vehicle sales or leasing	1 per 500 sf., or 1 per 4,000 sf. of vehicle display area, whichever is greater
Vehicle repair, minor or major	1 per grease rack or similar facility
<b>Industrial Uses</b>	
All craft manufacturing	1 per 2,000 sf.
All light industrial, except as listed below:	1 per 2,000 sf.
Sale, rental, or repair of heavy equipment	1 per 1,000 sf., or 1 per 5,000 sf. of vehicle display area, whichever is greater
All light manufacturing	1 per 2,000 sf.
All storage lots	None
All research and development	1 per 1,000 sf.
All self-service storage	1 per 500 sf. of office + 1 per 5,000 sf. other areas
All warehouse and distribution	1 per 2,000 sf.
All wholesale	1 per 2,000 sf.
<b>Agricultural</b>	
All crop and tree farming	None
<b>Accessory Uses</b>	
Accessory dwelling unit	1 per unit

**Section 207-2.2. Screening, is hereby amended by deleting the previous Section 207-2.2. and inserting in its place the following Section 207-2.2.:**

207-2.2. Screening

A. Applicability

This subsection applies to any development permit or substantial building permit.

B. Service Areas and Dumpsters

1. Trash and recycling collection, dumpsters, and other similar service areas must be located to the side (interior) or rear of buildings and may not be between a building and the street.
2. Service areas and dumpsters must be screened on three sides by a wall a minimum of 8 feet in height and minimum width based on the dumpster size and number of dumpster bays and on the 4th side by a solid gate at a minimum of 8 feet in height.
3. Dumpsters for construction and debris materials are allowed for 30 days or with an active building permit and are exempt from screening requirements.
4. The wall must be opaque and be constructed of one or a combination of the following: decorative blocks; brick; stone; cast-stone; split-faced block; or true hard coat stucco over standard concrete masonry blocks.
5. A 3'-0" opaque door is required in the side wall for access to the dumpster side access opening. Door shall be maintained in good working order at all times.

6. The gate must be opaque, self-locking, and maintained in good working order at all times.
7. Service areas and dumpster enclosures shall be kept free of overflowing trash and maintained in a clean and sanitary conditions at all times.

**Section 5.** (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

**Section 6.** All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

**Section 7.** This Ordinance was adopted March 10, 2025. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Barbara Bender, Mayor

*ATTEST:*

\_\_\_\_\_  
Tod Warner, Mayor Pro Tem

\_\_\_\_\_  
Melisa Arnold, City Clerk

\_\_\_\_\_  
Norman A. Carter, Jr., Council Member

*APPROVED AS TO FORM:*

\_\_\_\_\_  
Kerry Hetherington, Council Member

\_\_\_\_\_  
John J. Crowley, City Attorney  
Powell & Crowley, LLP

\_\_\_\_\_  
Cristy Lenski, Council Member

\_\_\_\_\_  
Gretchen Schulz, Council Member

**EXHIBIT “A”**

**Section 206-2.**

**Allowed Use Table**

**(with amended items highlighted in yellow)**

**(17-Pages)**

## Sec. 206-2. Allowed Use Table

KEY: P = Permitted Use L = Limited Use S = Special Use '--' = Use Not Permitted																											
Use Category Specific Use	Residential									Residential Build-to-Rent					Mixed-Use & Business					Towne Center	Definition/ Standards						
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR		LM	TCO [1]	TC-MU	TC-R	CI	
<b>Residential Uses</b>																											
<b>All household living, as listed below:</b>																										<b>Sec. 206-3.1.A</b>	
Single-family detached dwelling	P	P	P	P	P	P	P	P	P	P	P	P	P	P	--	--	--	P	P	--	--	S	S	--		Sec. 206-3.1.B	
Two-family dwelling	--	--	--	P	P	P	P	--	--	--	--	--	P	P	--	--	--	P	P	--	--	S	S	--		Sec. 206-3.1.C	
Single-family attached dwelling	--	--	--	--	L	L	L	L	--	--	--	--	--	L	L	--	--	--	L	L	--	--	S	S	--		Sec. 206-3.1.D
Multiple-family dwelling	--	--	--	--	--	P	P	--	--	--	--	--	--	--	--	--	--	S	S	--	--	--	--	--	--		Sec. 206-3.1.E
Towne Center loft	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--		Sec. 206-3.1.F
Towne Center flat	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--		Sec. 206-3.1.G
Mobile home	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--		Sec. 206-3.1.H
Live-work	--	--	--	--	--	--	S	--	--	--	--	--	--	--	--	--	--	--	P	P	--	--	S	S	--		Sec. 206-3.1.I
<b>All group living, as listed below:</b>																											
Addiction treatment facility	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--		Sec. 206-3.2.B
Assisted living facility	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	P	P	S	S	--	S	S	S	P		Sec. 206-3.2.C	
Boarding and rooming house	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--		Sec. 206-3.2.D
Collective residence	S	S	S	S	S	S	S	--	S	S	S	S	S	S	--	--	--	--	S	S	--	--	S	S	S		Sec. 206-3.2.E
Community living arrangement	S	S	S	S	S	S	S	--	S	S	S	S	S	S	--	--	--	--	S	S	--	--	S	S	S		Sec. 206-3.2.E
Group home	S	S	S	S	S	S	S	--	S	S	S	S	S	S	--	--	--	--	S	S	--	--	S	S	S		Sec. 206-3.2.E
Halfway house	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--		Sec. 206-3.2.G
Hospice	--	--	--	--	--	--	S	--	--	--	--	--	--	S	--	S	S	S	--	--	--	S	S	P		Sec. 206-3.2.H	
Monastery or convent	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	--	S	S	P		Sec. 206-3.2.I	
Nursing facility (skilled)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	P	P	S	S	--	S	S	S	P		Sec. 206-3.2.A	
Nursing home	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	P	P	S	S	--	S	S	S	P		Sec. 206-3.2.A	
Personal care home	S	S	S	S	S	S	S	--	S	S	S	S	S	S	--	--	--	--	S	S	--	--	S	S	S		Sec. 206-3.2.E
Retirement community (continuing care)	--	--	--	--	--	--	S	S	--	--	--	--	--	S	--	--	--	S	--	--	--	S	S	S		Sec. 206-3.2.F	
Shelter	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--		Sec. 206-3.2.J
<b>Public/Institutional Uses</b>																											
<b>All civic, as listed below:</b>																										Sec. 206-4.1.A	

KEY: P = Permitted Use L = Limited Use S = Special Use '--' = Use Not Permitted

Use Category Specific Use	Residential								Residential Build-to-Rent					Mixed-Use & Business					Towne Center			Definition/ Standards				
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR	LM		TCO [1]	TC-MU	TC-R	CI
Colleges, public or private	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	--	P	Sec. 206-4.1.B
Community center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	P	P	P	P	Sec. 206-4.1.C
Fraternal organization and club, non-profit	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	--	P	P	--	P	Sec. 206-4.1.D
Museum, library	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	P	P	--	P	Sec. 206-4.1.E
Non-profit private clubhouse	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	--	--	--	--	--	--	--	L	L	--	Sec. 206-4.1.F
Non-profit private outdoor recreation	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	--	--	--	--	--	--	--	S	S	--	Sec. 206-4.1.G
Place of worship	S	S	S	S	S	S	S	--	S	S	S	S	S	S	--	--	S	S	S	S	--	S	S	S	L	Sec. 206-4.1.H
Public buildings and use	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 206-4.1.I
<b>Public civic and cultural center</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	P	<b>Sec. 206-4.1.K</b>
School, public or private	S	S	S	S	S	S	S	--	S	S	S	S	S	S	--	S	S	S	--	--	--	--	S	--	P	Sec. 206-4.1.J
<b>All park and open space, as listed below:</b>																										<b>Sec. 206-4.2.A</b>
Cemetery	S	S	S	S	S	S	S	--	S	S	S	S	S	S	--	--	--	--	--	--	--	--	--	--	S	Sec. 206-4.2.B
Community garden	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 206-4.2.C
Country club, golf course	P	--	--	--	--	--	--	--	--	P	--	--	--	--	--	--	P	P	P	--	--	--	--	--	--	Sec. 206-4.2.D
Park, plaza, square	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 206-4.2.E
Playground	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 206-4.2.F
<b>All utility, as listed below:</b>																										Sec. 206-4.3.A
Minor utility	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. 206-4.3.B
Small cell facility	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. 206-4.3.C
Telecommunication antenna and tower	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Sec. 206-4.3.D
Utility substation	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Sec. 206-4.3.E
<b>Commercial Uses</b>																										
Adult entertainment establishment	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	--	--	--	--	--	--	--	Sec. 206-5.1
<b>All day care, as listed below:</b>																										<b>Sec. 206-5.2.A</b>
Adult care center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	S	--	--	P	S	--	P	Sec. 206-5.2.B
Day care center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	S	--	--	P	S	--	P	Sec. 206-5.2.C
Family day care home	P	P	P	P	P	P	P	--	P	P	P	P	P	P	--	--	--	--	S	P	--	--	S	S	--	Sec. 206-5.2.D
<b>All special event facility (indoor)</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	--	--	S	S	--	--	<b>Sec. 206-5.3</b>



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Use Category Specific Use	Residential								Residential Build-to-Rent					Mixed-Use & Business					Towne Center			Definition/ Standards					
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR	LM		TCO [1]	TC-MU	TC-R	CI	
All hotels, motels, extended stay hotels	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.4	
All indoor recreation, except as listed below:	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.5.A	
Amusement center, game/video arcade	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.5.A	
Assembly hall, auditorium, meeting hall	--	--	--	--	--	S	--	S	--	--	--	--	--	--	S	--	S	S	S	--	--	S	--	--	S	Sec. 206-5.5.A	
Billiard hall, pool hall	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.5.A	
Bowling alley	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.5.A	
Convention center, arena, indoor stadium	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	S	Sec. 206-5.5.A	
Electric or gas powered vehicle tracks	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	S	S	--	--	Sec. 206-5.5.A	
Extreme sports facility such as BMX, skateboarding or rollerblading	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	S	S	--	--	Sec. 206-5.5.A	
Gym, health spa, or yoga studio	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	--	--	--	Sec. 206-5.5.B	
Ice or roller skating rink	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	S	S	--	--	Sec. 206-5.5.A	
Indoor sports facility	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	S	S	--	--	Sec. 206-5.5.A	
Inflatable playground	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	S	S	--	--	Sec. 206-5.5.A	
Meditation center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.5.A	
Miniature golf facility	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	S	S	--	--	Sec. 206-5.5.A	
School for the arts	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	P	P	--	--	Sec. 206-5.5.C	
Indoor shooting range	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	S	S	--	--	Sec. 206-5.5.A	
Theaters	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.5.D	
All medical, except as listed below:	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	Sec. 206-5.6.A	
Ambulatory surgical center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	--	P	Sec. 206-5.6.B	
Blood plasma donation center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	Sec. 206-5.6.A	
Chiropractor	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	P	P	--	P	Sec. 206-5.6.A
Dental office	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	P	P	--	P	Sec. 206-5.6.A
Emergency medical office	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	P	Sec. 206-5.6.A	
Hospital	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	Sec. 206-5.6.A	
Kidney dialysis center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	S	--	--	P	Sec. 206-5.6.A	
Medical cannabis dispensary	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	--	--	--	--	--	--	--	Sec. 206-5.6.D	

KEY: P = Permitted Use L = Limited Use S = Special Use '--' = Use Not Permitted

Use Category Specific Use	Residential								Residential Build-to-Rent					Mixed-Use & Business					Towne Center			Definition/ Standards						
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR	LM		TCO [1]	TC-MU	TC-R	CI		
Medical clinic	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	--	P	P	--	P	Sec. 206-5.6.A	
Medical or dental laboratory	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	Sec. 206-5.6.A
Medical office	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	--	P	P	--	P	Sec. 206-5.6.A	
Medical practitioner	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	--	P	P	--	P	Sec. 206-5.6.A	
Mobile health wellness and screening	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	L	L	L	L	L	--	L	Sec. 206-5.6.C		
Ophthalmologist	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	--	P	P	--	P	Sec. 206-5.6.A	
Optometrist	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	--	P	P	--	P	Sec. 206-5.6.A	
Osteopath	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	--	P	P	--	P	Sec. 206-5.6.A	
Physician's office	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	--	P	P	--	P	Sec. 206-5.6.A	
Urgent care	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	P	Sec. 206-5.6.A		
<b>All office, except as listed below</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>L</b>	<b>P</b>	<b>P</b>	--	--	<b>Sec. 206-5.7.A, Sec. 206-5.7.H</b>		
Accountant, bookkeeper, auditor office	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A		
Advertising office	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A		
Architect office	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A		
Attorney's office	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A		
Banks	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	--	P	P	--	--	Sec. 206-5.7.B		
Business management consulting	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A		
Business school	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	P	P	--	--	Sec. 206-5.7.G		
Business services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A		
Call center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A		
Collection agency	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A		
Commercial art	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A		
Computer or data processing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A		
Counseling in office setting	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A		
Employment center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A		
Engineer office	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A		
Finance company	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	--	P	P	--	--	Sec. 206-5.7.C		
Financial services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A		

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Use Category Specific Use	Residential								Residential Build-to-Rent					Mixed-Use & Business					Towne Center			Definition/ Standards				
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR	LM		TCO [1]	TC-MU	TC-R	CI
Graphic design	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A
Insurance adjuster	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A	
Insurance agent	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A	
Interior decorator	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A	
Investment or brokerage house	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A	
Lawyer's office	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A	
Lender office	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A	
Loan office	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	L	--	--	L	L	--	--	Sec. 206-5.7.D	
Mortgage agent	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A	
Office showroom	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.E	
Professional services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A	
Radio, film, recording, and television studios and stations	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.7.F	
Real estate agent	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A	
Sales office	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A	
Savings and loan institution	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	--	P	P	--	--	Sec. 206-5.7.B	
Security system services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	L	P	P	--	--	Sec. 206-5.7.A	
Trade school	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	--	P	P	--	--	Sec. 206-5.7.G	
Travel agency	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A	
Vocational school	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	--	P	P	--	--	Sec. 206-5.7.G	
<b>All outdoor recreation, including:</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	<b>S</b>	<b>S</b>	<b>S</b>	--	--	<b>S</b>	<b>S</b>	--	--	<b>Sec. 206-5.8</b>	
Amusement park	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.8	
Batting cage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.8	
Drive-in theater	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.8	
Electric or gas powered vehicle tracks	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.8	
Extreme sports facility (BMX, skateboarding or rollerblading)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.8	
Golf driving range	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.8	
Miniature golf	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.8	
Outdoor amusements	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.8	

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Use Category Specific Use	Residential							Residential Build-to-Rent					Mixed-Use & Business					Towne Center			Definition/ Standards					
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR		LM	TCO [1]	TC-MU	TC-R	CI
Outdoor shooting range	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.8	
Outdoor sports field/court	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.8	
Outdoor stadium, arena	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.8	
Outdoor theater	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.8	
Water park	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.8	
<b>All passenger terminal (no on-site storage or parking of vehicles), including:</b>	--	--	--	--	--	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	P	Sec. 206-5.9	
Bus terminal	--	--	--	--	--	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	P	Sec. 206-5.9	
Limousine service	--	--	--	--	--	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	P	Sec. 206-5.9	
Non-emergency transport	--	--	--	--	--	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	P	Sec. 206-5.9	
Taxicab service	--	--	--	--	--	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	P	Sec. 206-5.9	
<b>All personal services, except the following:</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	P	P	--	P	<b>Sec. 206-5.10.A</b>	
Animal care (indoor)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	P	--	P	Sec. 206-5.10.B	
Animal boarding	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	P	--	P	Sec. 206-5.10.B	
Animal grooming	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	P	--	P	Sec. 206-5.10.B	
Animal hospital	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	P	--	P	Sec. 206-5.10.B	
Animal shelter	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	P	--	P	Sec. 206-5.10.B	
Animal care (outdoor)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	S	--	--	--	Sec. 206-5.10.C	
Beauty salon	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	P	P	--	P	Sec. 206-5.10.A
Body piercing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.10.H	
Doggy day care (indoor)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	P	--	P	Sec. 206-5.10.B	
Dry cleaning	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	L	--	--	Sec. 206-5.10.D	
Eyeglass shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	P	P	--	--	Sec. 206-5.10.A	
Food catering	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	P	--	--	Sec. 206-5.10.A	
Fortune teller	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	--	--	--	Sec. 206-5.10.G	
Funeral home, mortuary (without crematorium)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	--	--	--	--	Sec. 206-5.10.A	
Funeral, mortuary (with crematorium)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	S	--	--	--	--	Sec. 206-5.10.A	
Hair salon	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	P	P	--	--	Sec. 206-5.10.A

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Use Category Specific Use	Residential								Residential Build-to-Rent					Mixed-Use & Business					Towne Center			Definition/ Standards				
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR	LM		TCO [1]	TC-MU	TC-R	CI
Kennel (indoor)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	P	--	--	Sec. 206-5.10.B	
Laundry, coin-operating or full-service	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	L	--	--	Sec. 206-5.10.D	
Locksmith shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	P	--	--	Sec. 206-5.10.A	
Massage therapy	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	L	L	--	L	--	--	Sec. 206-5.10.E	
Nail salon	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	P	P	--	--	Sec. 206-5.10.A
Personal Repair	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	P	--	--	Sec. 206-5.10.F	
Pet clinic	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	P	--	--	Sec. 206-5.10.B	
Pet grooming	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	P	--	--	Sec. 206-5.10.B	
Photocopying, printing and reproduction service	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	P	P	--	--	Sec. 206-5.10.A
Psychic, fortune teller	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	--	--	--	Sec. 206-5.10.G	
Tailor or milliner	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	P	P	--	--	Sec. 206-5.10.A	
Tanning salon	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	P	P	--	--	Sec. 206-5.10.A	
Tattoo parlor or body piercing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.10.H	
Taxidermist	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	P	--	--	Sec. 206-5.10.A	
Tutoring service	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	P	P	--	--	Sec. 206-5.10.A	
Upholster, non-vehicle	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	P	--	--	Sec. 206-5.10.F	
Veterinary clinic	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	P	--	--	Sec. 206-5.10.B	
<b>All restaurants, except as listed below:</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	L	--	--	L	L	--	--	<b>Sec. 206-5.11.A, Sec. 206-5.11.F</b>
Bar	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-5.11.B
<b>Brewpub</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	L	L	L	--	--	<b>Sec. 206-5.11.A, Sec. 206-5.11.F</b>
<b>Coffee shop, donut shop</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	L	--	--	L	L	--	L	<b>Sec. 206-5.11.A, Sec. 206-5.11.F</b>
<b>Drive-in restaurant</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	--	--	--	--	--	--	--	--	<b>Sec. 206-5.11.D, Sec. 206-5.11.F</b>
Drive-thru facility (as an accessory use)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	L	--	L	S	L	--	--	Sec. 206-8.9
<b>Hookah bar or lounge</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	<b>Sec. 206.5.11.B</b>
<b>Ice cream shop</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	L	--	--	L	L	--	L	<b>Sec. 206-5.11.A, Sec. 206-5.11.F</b>
<b>Juice shop</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	L	--	--	L	L	--	L	<b>Sec. 206-5.11.A, Sec. 206-5.11.F</b>

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Use Category Specific Use	Residential								Residential Build-to-Rent					Mixed-Use & Business					Towne Center			Definition/ Standards					
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR	LM		TCO [1]	TC-MU	TC-R	CI	
Lounge	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-5.11.B	
Nightclub	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-5.11.B	
Pizza delivery	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	L	L	L	L	L	L	L	L	L	---	Sec. 206-5.11.A, Sec. 206-5.11.F
Restaurant	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	L	L	L	L	L	L	L	L	L	L	---	Sec. 206-5.11.A, Sec. 206-5.11.F
Restaurant, drive-thru	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	L	L	L	L	L	L	S	L	L	---	Sec. 206-5.11.A, Sec. 206-5.11.F
Restaurant, take-out	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	L	L	L	L	L	L	L	L	L	L	---	Sec. 206-5.11.A, Sec. 206-5.11.F
Tavern	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-5.11.B	
Tea shop	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	L	L	L	L	L	L	L	L	L	L	---	Sec. 206-5.11.A, Sec. 206-5.11.F
Yogurt shop	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	L	L	L	L	L	L	L	L	L	L	---	Sec. 206-5.11.A, Sec. 206-5.11.F
All retail, except as listed below:	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	--	Sec. 206-5.12.A	
Animal supplies	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B	
Antique shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B	
Appliance store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.A	
Art and school supplies	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B	
Art gallery	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	P	P	--	--	Sec. 206-5.12.A	
Art studio	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	P	P	--	--	Sec. 206-5.12.A	
Artisan shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	L	L	L	L	L	L	--	--	Sec. 206-5.12.C
Baked goods	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B	
Bakery	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	P	--	--	Sec. 206-5.12.D	
Beverage store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B	
Bicycle shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.A	
Book store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B	
Bottle shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.E	
Building supply (no outdoor storage)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	P	--	--	Sec. 206-5.12.F	
Building supply (with outdoor storage)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	P	--	--	--	--	Sec. 206-5.12.F	
Camera store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B	
CBD store	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	---	---	P	P	---	---	---	Sec. 206-5.12.G

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Use Category Specific Use	Residential								Residential Build-to-Rent					Mixed-Use & Business					Towne Center			Definition/ Standards			
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR	LM		TCO [1]	TC-MU	TC-R
Check cashing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	--	--	--	Sec. 206-5.12.L
Clothing store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Consumer fireworks retail sales facility	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	--	L	L	--	--	Sec. 206-5.12.H
Convenience food store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Convenience goods	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Craft store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Department store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.A
Drug store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.I
Dry goods store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Electronics store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.A
Fabric store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Flower shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Food store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Furniture store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Garden supplies	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
General retail	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Gift and cards	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Grocery store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Growler shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.E
Guns and ammunition	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.A
Hardware store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Hobby store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Home building supply store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	--	--	--	Sec. 206-5.12.A
Home improvement supplies	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	--	--	--	Sec. 206-5.12.B
Household products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Jewelry store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Lawnmower shop and other small engine (sales, rental, repair)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	P	--	--	--	--	Sec. 206-5.12.J
Meat market	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	L	L	L	--	--	Sec. 206-5.12.K

KEY: P = Permitted Use L = Limited Use S = Special Use '--' = Use Not Permitted

Use Category Specific Use	Residential									Residential Build-to-Rent					Mixed-Use & Business					Towne Center			Definition/ Standards			
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR	LM	TCO [1]		TC-MU	TC-R	CI
Medical supply store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Music and musical instruments store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
News store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Office supplies	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Package store, distilled spirits	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	--	--	--	--	--	--	--	Sec. 206-5.12.L
Package shipping (UPS)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Pawn broker	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	--	--	--	Sec. 206-5.12.M
Pawn shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	--	--	--	Sec. 206-5.12.M
Pet store and supplies	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Pharmacy	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.H
Phone store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Photo finishing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Picture frames	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Plant nursery	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	--	--	--	Sec. 206-5.12.N
Pottery store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Printed materials store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Produce store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Seafood store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Shoe store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Smoke shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-5.12.O
Souvenir shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Sporting goods store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Stationery store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Swimming pool supply store (indoor)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.A
Swimming pool supply store (outdoor)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	P	--	--	--	--	Sec. 206-5.12.F
Title pawn	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	--	--	--	--	Sec. 206-5.12.M
Toy store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Trophies store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Vape shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-5.12.O



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Use Category Specific Use	Residential							Residential Build-to-Rent					Mixed-Use & Business					Towne Center			Definition/ Standards					
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR		LM	TCO [1]	TC-MU	TC-R	CI
Video game store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.A	
Video store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.A	
<b>All vehicular, as listed below:</b>																									<b>Sec. 206-5.13.A</b>	
Automobile parts store (no repair or installation)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	--	--	--	Sec. 206-5.13.B	
Boat, recreational vehicle, utility or enclosed trailer sales, rental, or service	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	S	--	--	--	--	Sec. 206-5.13.C	
Car wash, self-serve, full-service, detailing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	P	S	--	--	P	--	--	--	Sec. 206-5.13.D	
Gas station (with convenience store). No vehicle repair or service	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	--	S	--	--	--	--	Sec. 206-5.13.E	
Internet vehicles sales	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	--	L	L	--	--	--	Sec. 206-5.13.F	
Public parking (for off-site uses)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	S	Sec. 206-5.13.G
Remote parking (for off-site uses)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	S	--	--	S	S	--	S	Sec. 206-5.13.H
Vehicle rental	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	--	S	--	--	--	--	Sec. 206-5.13.I	
Vehicle sales, rental, or auction	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	--	S	--	--	--	--	Sec. 206-5.13.J	
<b>Vehicle repair (minor), including the following:</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	--	P	S	--	--	--	<b>Sec. 206-5.13.K</b>	
Audio and alarm installation	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	--	P	S	--	--	--	Sec. 206-5.13.K	
Bed-liner installation	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	--	P	S	--	--	--	Sec. 206-5.13.K	
Custom accessories	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	--	P	S	--	--	--	Sec. 206-5.13.K	
Emissions testing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	--	P	--	--	--	--	Sec. 206-5.13.K	
Glass repair and replacement	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	--	P	S	--	--	--	Sec. 206-5.13.K	
Minor scratch and dent repair	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	--	P	S	--	--	--	Sec. 206-5.13.K	
Quick lubrication facility	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	--	P	S	--	--	--	Sec. 206-5.13.K	
<b>Vehicle repair (major), including the following:</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	--	--	<b>Sec. 206-5.13.L</b>	
Body and paint shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	--	--	Sec. 206-5.13.L	
Brake repair and replacement	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	--	--	Sec. 206-5.13.L	
Muffler shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	--	--	Sec. 206-5.13.L	
Tire repair and replacement	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	--	--	Sec. 206-5.13.L	
Transmission repair and replacement	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	--	--	Sec. 206-5.13.L	

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Use Category Specific Use	Residential								Residential Build-to-Rent					Mixed-Use & Business					Towne Center			Definition/ Standards		
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR	LM		TCO [1]	TC-MU

**Industrial Uses**

<b>All craft manufacturing, including:</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	P	L	L	--	--	<b>Sec. 206-6.1</b>
Ceramic products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	P	L	L	--	--	Sec. 206-6.1
Clothing products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	P	L	L	--	--	Sec. 206-6.1
Electronic goods	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	P	L	L	--	--	Sec. 206-6.1
Food and bakery products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	P	L	L	--	--	Sec. 206-6.1
Furniture products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	P	L	L	--	--	Sec. 206-6.1
Glass products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	P	L	L	--	--	Sec. 206-6.1
Household appliances	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	P	L	L	--	--	Sec. 206-6.1
Jewelry products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	P	L	L	--	--	Sec. 206-6.1
Leather products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	P	L	L	--	--	Sec. 206-6.1
Metalwork	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	P	L	L	--	--	Sec. 206-6.1
Non-alcoholic beverages	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	P	L	L	--	--	Sec. 206-6.1
Paper products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	P	L	L	--	--	Sec. 206-6.1
Printmaking	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	P	L	L	--	--	Sec. 206-6.1
<b>All heavy industrial, including:</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	<b>Sec. 206-6.2</b>
Animal processing, packing, treating and storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Bone materials or products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Bottling plant	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Bulk fuel sales	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Bulk storage of flammable liquids, chemicals, cosmetics, drugs, soap, paints, fertilizers, and abrasive products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Chemical materials or products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Chemical, cosmetics, drug, soap, paints, fertilizers and abrasive products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Clay materials or products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Concrete batch plant	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Explosives materials or products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2

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Use Category Specific Use	Residential								Residential Build-to-Rent					Mixed-Use & Business					Towne Center		Definition/ Standards					
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR		LM	TCO [1]	TC-MU	TC-R	CI
Fireworks materials or products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Food processing, and related products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Glass materials or products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Leather materials or products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Livestock or poultry slaughtering	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Lumber production	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Lumberyard	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Metal products, including enameling and galvanizing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Paper materials or products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Petroleum, liquefied petroleum gas and coal products and refining	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Plastic materials or products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Prefabricated building manufacturing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Pulp materials or products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Rubber and plastic products, rubber manufacturing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Rubber materials or products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Sawmill, log production facility	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Stone materials or product	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Tobacco materials or products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
<b>All light industrial uses, as listed below</b>																										<b>Sec. 206-6.3.A</b>
Ambulance service (with on-site storage or parking)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	--	Sec. 206-6.3.B
Baking plants	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	--	Sec. 206-6.3.A
Brewery	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	S	S	--	--	--	Sec. 206-6.3.C
Carpet cleaning plant	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	--	Sec. 206-6.3.A
Contractors storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	--	Sec. 206-6.3.D
Distillery	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	S	S	--	--	--	Sec. 206-6.3.C
Dry cleaning plant	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	--	Sec. 206-6.3.A
Food and beverage production	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	--	Sec. 206-6.3.A

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	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR	LM		TCO [1]	TC-MU	TC-R	CI
Food truck (base of operation)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	--	--	--	--	Sec. 206-6.3.E
Land-intensive outdoor sales and services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.3.A
Laundry cleaning plant	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.3.A
Limousine service (with on-site storage or parking)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.3.A
Manufactured building sales	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.3.A
Mobile home sales	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.3.A
Non-emergency transport service (with on-site storage or parking)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.3.A
Repair or services of business, industrial, machinery, equipment or products by providing centralized services for separate retail outlets	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	S	--	--	--	--	Sec. 206-6.3.A
Sale, rental, or repair of machinery, heavy equipment, or special trade tools	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	S	--	--	--	--	Sec. 206-6.3.F
Taxicab service (with on-site storage or parking)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.3.A
Winery	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	P	--	--	Sec. 206-6.3.C
All light manufacturing, except as listed below:	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.4.A
Bookbinding plant	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.4.A
Cabinet makers	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.4.A
Clothing, textile or apparel manufacturing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.4.A
Facilities that assemble or manufacture scientific instruments, semiconductor and related devices	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.4.A
Furniture manufacturing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.4.A
Machine shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.4.A
Medical supply manufacturing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.4.A
Mini-warehouse	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.7.A
Pharmaceutical manufacturing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.4.A
Printing plant	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.4.A
Publishing plant	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.4.A

KEY: P = Permitted Use L = Limited Use S = Special Use '--' = Use Not Permitted

Use Category Specific Use	Residential								Residential Build-to-Rent					Mixed-Use & Business					Towne Center			Definition/ Standards					
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR	LM		TCO [1]	TC-MU	TC-R	CI	
Sheet metal shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.4.A	
Stone, clay, glass or concrete products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.4.A	
Tool repair	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.4.A	
Welding shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.4.A	
Woodworking shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.4.A	
<b>Storage Uses</b>																											
Contractors equipment storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.5.A	
Equipment storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.5.A	
Fleet storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.5.A	
New and operable used vehicle, boat, or other similar operable vehicle storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.5.A	
Trailer storage, drop-off lot	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.5.A	
Storage of soil, mulch, stone, lumber, pipe, steel, and other similar material equipment	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.5.A	
Storage and splitting of logs	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.5.A	
<b>Towing/impounding of vehicles</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	<b>Sec. 206-6.5.A</b>	
Tractor trailers storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.5.A	
<b>All self-storage, as listed below:</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	<b>Sec. 206-6.7</b>	
Indoor multi-story storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.7.A	
Mini-warehouse	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.7.A	
Warehouse, self-storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.7.A	
<b>Research and Development</b>																											
Laboratories, offices and other facilities used for research and development	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	--	--	P	--	S	--	--	Sec. 206-6.6.A	
Pilot plants used to test manufacturing processes	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	--	--	P	--	S	--	--	Sec. 206-6.6.A	
Prototype production facilities	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	--	--	P	--	S	--	--	Sec. 206-6.6.A	
<b>Warehouse and Distribution</b>																											
Building materials storage yard	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.8.A	

KEY: P = Permitted Use L = Limited Use S = Special Use '-' = Use Not Permitted

Use Category Specific Use	Residential								Residential Build-to-Rent					Mixed-Use & Business					Towne Center			Definition/ Standards					
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR	LM		TCO [1]	TC-MU	TC-R	CI	
Bulk storage, cold storage, frozen food lockers	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.8.A	
Distribution of products and merchandise	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.8.A	
Household moving and general freight storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.8.A	
Parcel service	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.8.A	
Transfer and storage business	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.8.A	
<b>Waste Related</b>																											
Hazardous household materials collection center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.9.A	
Hazardous waste facility	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.9.A	
Junk yard	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.9.A	
Salvage yard	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.9.A	
Landfill	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.9.A	
Recycling processing center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.9.A	
Scrap metal processor	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.9.A	
Waste incinerator	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.9.A	
Waste transfer station	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.9.A	
<b>Wholesale, all</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	<b>S</b>	--	--	<b>P</b>	--	--	--	--	<b>Sec. 206-6.10.A</b>	
<b>Railroad spur tracks</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>		
<b>Agricultural</b>																											
All crop and tree farming	P	P	P	P	P	P	P	--	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-7.1	
<b>Accessory Uses</b>																											
Accessory uses not otherwise listed below, as determined by the Director	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 206-8.2
Accessory cemetery	S	S	S	S	S	S	--	S	S	S	S	S	S	--	--	S	S	S	S	--	--	--	--	--	S	Sec. 206-8.3	
Accessory dwelling unit (ADU)	--	--	--	--	--	--	L	--	--	--	--	--	--	--	--	--	--	L	L	--	--	L	L	--	Sec. 206-8.4		
Automated retail structure	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	L	--	--	L	L	L	--	Sec. 206-8.5		
Bee keeping	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	--	--	--	--	L	Sec. 206-8.6	
Caretaker's residence	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	P	P	P	P	Sec. 206-8.7		
Donation bin	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-8.8		

KEY: P = Permitted Use L = Limited Use S = Special Use '--' = Use Not Permitted																										
Use Category Specific Use	Residential								Residential Build-to-Rent					Mixed-Use & Business					Towne Center		Definition/ Standards					
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR		LM	TCO [1]	TC-MU	TC-R	CI
Drive-thru facility	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	L	--	L	L	L	--	L	Sec. 206-8.9
Dumpster	--	--	--	--	L	L	L	L	L	--	--	--	--	L	L	L	L	L	L	L	L	L	L	L	L	Sec. 206-8.10
Electric vehicle (EV) charging station	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. 206-8.31
Heliport	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	Sec. 206-8.11
Home occupation	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	--	--	--	L	L	--	--	L	L	--	Sec. 206-8.12
In-law suite	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	--	--	--	L	L	--	--	L	L	--	Sec. 206-8.13
Institutional accessory uses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 206-8.14
Keeping of pets	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. 206-8.15
Keeping of livestock	L	--	--	--	--	--	--	--	--	L	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-8.16
Modular offices/ classroom	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	Sec. 206-8.17
On-site parking	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 206-8.18
Outdoor storage, minor	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	L	--	L	--	--	Sec. 206-8.19
Outdoor storage, major	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	S	--	--	--	--	Sec. 206-8.20
Parking of business vehicles	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. 206-8.21
Parking of recreational vehicles	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	--	--	--	--	L	--	--	--	--	--	Sec. 206-8.22
Parking and storage of watercraft	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	--	--	--	--	L	--	--	--	L	--	Sec. 206-8.23
Portable accessory structure (PODS)	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. 206-8.24
Religious accessory uses	L	L	L	L	L	L	L	--	L	L	L	L	L	L	--	--	L	L	L	--	L	L	L	L	L	Sec. 206-8.25
Roofed accessory structure	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	P	P	P	P	P	P	P	P	L	P	Sec. 206-8.26
Satellite dish antenna	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. 206-8.27
Solar energy system (ground mounted)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-8.32
Solar energy system (intergrated or roof mounted)	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. 206-8.32
Swimming pool, hot tub, spa, koi pond	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. 206-8.28
Temporary Shelter	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. 206-8.30
Unroofed accessory structure	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. 206-8.29

Table Note  
[1] TCO use standards do not apply to properties zoned TC-MU or TC-R.

**EXHIBIT “B”**

**Section 206-2.**

**Allowed Use Table**

**(with markup)**

**(18-Pages)**



## Sec. 206-2. Allowed Use Table

KEY: P = Permitted Use L = Limited Use S = Special Use '--' = Use Not Permitted																										
Use Category Specific Use	Residential									Residential Build-to-Rent					Mixed-Use & Business					Towne Center	Definition/ Standards					
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR		LM	TCO [1]	TC-MU	TC-R	CI
<b>Residential Uses</b>																										
<b>All household living, as listed below:</b>																										<b>Sec. 206-3.1.A</b>
Single-family detached dwelling	P	P	P	P	P	P	P	P	P	P	P	P	P	P	--	--	--	P	P	--	--	S	S	--		Sec. 206-3.1.B
Two-family dwelling	--	--	--	P	P	P	P	--	--	--	--	P	P	--	--	--	--	P	P	--	--	S	S	--		Sec. 206-3.1.C
Single-family attached dwelling	--	--	--	--	L	L	L	L	--	--	--	--	L	L	--	--	--	L	L	--	--	S	S	--		Sec. 206-3.1.D
Multiple-family dwelling	--	--	--	--	--	P	P	--	--	--	--	--	--	--	--	--	--	S	S	--	--	--	--	--		Sec. 206-3.1.E
Towne Center loft	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--		Sec. 206-3.1.F
Towne Center flat	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	Sec. 206-3.1.G
Mobile home	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--		Sec. 206-3.1.H
Live-work	--	--	--	--	--	--	S	--	--	--	--	--	--	--	--	--	--	P	P	--	--	S	S	--		Sec. 206-3.1.I
<b>All group living, as listed below:</b>																										
Addiction treatment facility	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--		Sec. 206-3.2.B
Assisted living facility	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	P	P	S	S	--	S	S	S	P		Sec. 206-3.2.C
Boarding and rooming house	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--		Sec. 206-3.2.D
Collective residence	S	S	S	S	S	S	S	--	S	S	S	S	S	S	--	--	--	S	S	--	--	S	S	S		Sec. 206-3.2.E
Community living arrangement	S	S	S	S	S	S	S	--	S	S	S	S	S	S	--	--	--	S	S	--	--	S	S	S		Sec. 206-3.2.E
Group home	S	S	S	S	S	S	S	--	S	S	S	S	S	S	--	--	--	S	S	--	--	S	S	S		Sec. 206-3.2.E
Halfway house	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--		Sec. 206-3.2.G
Hospice	--	--	--	--	--	--	S	--	--	--	--	--	--	S	--	S	S	S	--	--	--	S	S	P		Sec. 206-3.2.H
Monastery or convent	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	--	S	S	P		Sec. 206-3.2.I
Nursing facility (skilled)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	P	P	S	S	--	S	S	S	P		Sec. 206-3.2.A
Nursing home	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	P	P	S	S	--	S	S	S	P		Sec. 206-3.2.A
Personal care home	S	S	S	S	S	S	S	--	S	S	S	S	S	S	--	--	--	S	S	--	--	S	S	S		Sec. 206-3.2.E
Retirement community (continuing care)	--	--	--	--	--	--	S	S	--	--	--	--	--	S	--	--	--	S	--	--	--	S	S	S		Sec. 206-3.2.F
Shelter	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--		Sec. 206-3.2.J
<b>Public/Institutional Uses</b>																										
<b>All civic, as listed below:</b>																										<b>Sec. 206-4.1.A</b>

KEY: P = Permitted Use L = Limited Use S = Special Use '-' = Use Not Permitted

Use Category Specific Use	Residential								Residential Build-to-Rent					Mixed-Use & Business					Towne Center			Definition/ Standards				
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR	LM		TCO [1]	TC-MU	TC-R	CI
Colleges, public or private	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	--	P	Sec. 206-4.1.B
Community center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	P	P	P	P	Sec. 206-4.1.C
Fraternal organization and club, non-profit	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	--	P	P	--	P	Sec. 206-4.1.D
Museum, library	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	P	P	--	P	Sec. 206-4.1.E
Non-profit private clubhouse	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	--	--	--	--	--	--	--	L	L	--	Sec. 206-4.1.F
Non-profit private outdoor recreation	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	--	--	--	--	--	--	--	S	S	--	Sec. 206-4.1.G
Place of worship	S	S	S	S	S	S	S	--	S	S	S	S	S	S	--	--	S	S	S	S	--	S	S	S	L	Sec. 206-4.1.H
Public buildings and use	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 206-4.1.I
<b>Public civic and cultural center</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	P	<b>Sec. 206-4.1.K</b>
School, public or private	S	S	S	S	S	S	S	--	S	S	S	S	S	S	--	S	S	S	--	--	--	--	S	--	P	Sec. 206-4.1.J
<b>All park and open space, as listed below:</b>																										<b>Sec. 206-4.2.A</b>
Cemetery	S	S	S	S	S	S	S	--	S	S	S	S	S	S	--	--	--	--	--	--	--	--	--	--	S	Sec. 206-4.2.B
Community garden	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 206-4.2.C
Country club, golf course	P	--	--	--	--	--	--	--	--	P	--	--	--	--	--	--	P	P	P	--	--	--	--	--	--	Sec. 206-4.2.D
Park, plaza, square	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 206-4.2.E
Playground	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 206-4.2.F
<b>All utility, as listed below:</b>																										Sec. 206-4.3.A
Minor utility	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. 206-4.3.B
Small cell facility	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. 206-4.3.C
Telecommunication antenna and tower	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Sec. 206-4.3.D
Utility substation	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Sec. 206-4.3.E
<b>Commercial Uses</b>																										
Adult entertainment establishment	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	--	--	--	--	--	--	--	Sec. 206-5.1
<b>All day care, as listed below:</b>																										<b>Sec. 206-5.2.A</b>
Adult care center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	S	--	--	P	S	--	P	Sec. 206-5.2.B
Day care center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	S	--	--	P	S	--	P	Sec. 206-5.2.C
Family day care home	P	P	P	P	P	P	P	--	P	P	P	P	P	P	--	--	--	--	S	P	--	--	S	S	--	Sec. 206-5.2.D
<b>All special event facility (indoor)</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	--	--	P	--	P	<b>Sec. 206-5.3</b>

KEY: P = Permitted Use L = Limited Use S = Special Use '--' = Use Not Permitted

Use Category Specific Use	Residential								Residential Build-to-Rent					Mixed-Use & Business					Towne Center			Definition/Standards				
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR	LM		TCO [1]	TC-MU	TC-R	CI
All special event facility (indoor)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	--	--	S	S	--	--	Sec. 206-5.3
All hotels, motels, extended stay hotels	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.4
All indoor recreation, except as listed below:	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.5.A
Amusement center, game/video arcade	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.5.A
Assembly hall, auditorium, meeting hall	--	--	--	--	--	S	--	S	--	--	--	--	--	--	S	--	S	S	S	--	--	S	--	--	S	Sec. 206-5.5.A
Billiard hall, pool hall	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.5.A
Bowling alley	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.5.A
Convention center, arena, indoor stadium	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	S	Sec. 206-5.5.A
Electric or gas powered vehicle tracks	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	S	S	--	--	Sec. 206-5.5.A
Extreme sports facility such as BMX, skateboarding or rollerblading	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	S	S	--	--	Sec. 206-5.5.A
Gym, health spa, or yoga studio	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	--	--	--	Sec. 206-5.5.B
Ice or roller skating rink	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	S	S	--	--	Sec. 206-5.5.A
Indoor sports facility	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	S	S	--	--	Sec. 206-5.5.A
Inflatable playground	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	S	S	--	--	Sec. 206-5.5.A
Meditation center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.5.A
Miniature golf facility	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	S	S	--	--	Sec. 206-5.5.A
School for the arts	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	P	P	--	--	Sec. 206-5.5.C
Indoor shooting range	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	S	S	--	--	Sec. 206-5.5.A
Theaters	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.5.D
All medical, except as listed below:	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	Sec. 206-5.6.A
Ambulatory surgical center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	--	P	Sec. 206-5.6.B
Blood plasma donation center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	Sec. 206-5.6.A
Chiropractor	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	P	P	--	P	Sec. 206-5.6.A
Dental office	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	P	P	--	P	Sec. 206-5.6.A
Emergency medical office	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	P	Sec. 206-5.6.A
Hospital	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	Sec. 206-5.6.A
Kidney dialysis center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	S	--	--	P	Sec. 206-5.6.A

KEY: P = Permitted Use L = Limited Use S = Special Use '--' = Use Not Permitted

Use Category Specific Use	Residential								Residential Build-to-Rent					Mixed-Use & Business					Towne Center			Definition/ Standards					
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR	LM		TCO [1]	TC-MU	TC-R	CI	
<b>Medical cannabis dispensary</b>	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	<b>Sec. 206-5.6.D</b>
Medical clinic	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	P	P	--	P	Sec. 206-5.6.A	
Medical or dental laboratory	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	Sec. 206-5.6.A	
Medical office	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	P	P	--	P	Sec. 206-5.6.A	
Medical practitioner	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	P	P	--	P	Sec. 206-5.6.A	
Mobile health wellness and screening	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	L	L	L	L	L	--	L	Sec. 206-5.6.C	
Ophthalmologist	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	P	P	--	P	Sec. 206-5.6.A	
Optometrist	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	P	P	--	P	Sec. 206-5.6.A	
Osteopath	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	P	P	--	P	Sec. 206-5.6.A	
Physician's office	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	P	P	--	P	Sec. 206-5.6.A	
Urgent care	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	P	Sec. 206-5.6.A	
<b>All office, except as listed below</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>L</b>	<b>P</b>	<b>P</b>	--	--	<b>Sec. 206-5.7.A, Sec. 206-5.7.H</b>	
Accountant, bookkeeper, auditor office	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A	
Advertising office	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A	
Architect office	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A	
Attorney's office	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A	
Banks	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	--	P	P	--	--	Sec. 206-5.7.B	
Business management consulting	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A	
Business school	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	P	P	--	--	Sec. 206-5.7.G	
Business services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A	
Call center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A	
Collection agency	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A	
Commercial art	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A	
Computer or data processing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A	
Counseling in office setting	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A	
Employment center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A	
Engineer office	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A	
Finance company	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	--	P	P	--	--	Sec. 206-5.7.C	

KEY: P = Permitted Use L = Limited Use S = Special Use '--' = Use Not Permitted

Use Category Specific Use	Residential								Residential Build-to-Rent					Mixed-Use & Business					Towne Center			Definition/ Standards			
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR	LM		TCO [1]	TC-MU	TC-R
Financial services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A
Graphic design	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A
Insurance adjuster	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A
Insurance agent	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A
Interior decorator	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A
Investment or brokerage house	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A
Lawyer's office	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A
Lender office	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A
Loan office	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	L	--	--	L	L	--	--	Sec. 206-5.7.D
Mortgage agent	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A
Office showroom	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.E
Professional services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A
Radio, film, recording, and television studios and stations	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.7.F
Real estate agent	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A
Sales office	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A
Savings and loan institution	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	--	P	P	--	--	Sec. 206-5.7.B
Security system services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	L	P	P	--	--	Sec. 206-5.7.A
Trade school	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	--	P	P	--	--	Sec. 206-5.7.G
Travel agency	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	L	P	P	--	--	Sec. 206-5.7.A
Vocational school	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	--	P	P	--	--	Sec. 206-5.7.G
<b>All outdoor recreation, including:</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	<b>Sec. 206-5.8</b>
Amusement park	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.8
Batting cage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.8
Drive-in theater	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.8
Electric or gas powered vehicle tracks	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.8
Extreme sports facility (BMX, skateboarding or rollerblading)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.8
Golf driving range	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.8
Miniature golf	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.8

KEY: P = Permitted Use L = Limited Use S = Special Use '--' = Use Not Permitted

Use Category Specific Use	Residential								Residential Build-to-Rent					Mixed-Use & Business					Towne Center			Definition/ Standards				
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR	LM		TCO [1]	TC-MU	TC-R	CI
Outdoor amusements	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.8
Outdoor shooting range	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.8
Outdoor sports field/court	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.8
Outdoor stadium, arena	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.8
Outdoor theater	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.8
Water park	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.8
<b>All passenger terminal (no on-site storage or parking of vehicles), including:</b>	--	--	--	--	--	--	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	P	Sec. 206-5.9
Bus terminal	--	--	--	--	--	--	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	P	Sec. 206-5.9
Limousine service	--	--	--	--	--	--	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	P	Sec. 206-5.9
Non-emergency transport	--	--	--	--	--	--	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	P	Sec. 206-5.9
Taxicab service	--	--	--	--	--	--	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	P	Sec. 206-5.9
<b>All personal services, except the following:</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	P	P	--	--	<b>Sec. 206-5.10.A</b>
Animal care (indoor)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	P	--	--	Sec. 206-5.10.B
Animal boarding	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	P	--	--	Sec. 206-5.10.B
Animal grooming	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	P	--	--	Sec. 206-5.10.B
Animal hospital	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	P	--	--	Sec. 206-5.10.B
Animal shelter	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	P	--	--	Sec. 206-5.10.B
Animal care (outdoor)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	S	--	--	--	Sec. 206-5.10.C
Beauty salon	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	P	P	--	--	Sec. 206-5.10.A
Body piercing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	S	--	--	Sec. 206-5.10.H
Doggy day care (indoor)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	P	--	--	Sec. 206-5.10.B
Dry cleaning	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	L	--	--	Sec. 206-5.10.D
Eyeglass shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	P	P	--	--	Sec. 206-5.10.A
Food catering	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	P	--	--	Sec. 206-5.10.A
Fortune teller	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	--	--	--	Sec. 206-5.10.G
Funeral home, mortuary (without crematorium)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	--	--	--	--	Sec. 206-5.10.A
Funeral, mortuary (with crematorium)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	S	--	--	--	--	Sec. 206-5.10.A

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Use Category Specific Use	Residential								Residential Build-to-Rent					Mixed-Use & Business					Towne Center		Definition/ Standards						
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR		LM	TCO [1]	TC-MU	TC-R	CI	
Hair salon	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	P	P	--	--	Sec. 206-5.10.A	
Kennel (indoor)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	P	--	--	Sec. 206-5.10.B	
Laundry, coin-operating or full-service	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	L	--	--	Sec. 206-5.10.D	
Locksmith shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	P	--	--	Sec. 206-5.10.A	
Massage therapy	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	L	L	--	L	--	--	--	Sec. 206-5.10.E	
Nail salon	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	P	P	--	--	Sec. 206-5.10.A	
Personal Repair	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	P	--	--	Sec. 206-5.10.F	
Pet clinic	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	P	--	--	Sec. 206-5.10.B	
Pet grooming	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	P	--	--	Sec. 206-5.10.B	
Photocopying, printing and reproduction service	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	P	P	P	--	Sec. 206-5.10.A	
Psychic, fortune teller	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	S	--	--	--	--	Sec. 206-5.10.G	
Tailor or milliner	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	P	P	--	--	Sec. 206-5.10.A	
Tanning salon	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	P	P	--	--	Sec. 206-5.10.A	
Tattoo parlor or body piercing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	S	S	--	--	Sec. 206-5.10.H		
Taxidermist	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	P	--	--	Sec. 206-5.10.A	
Tutoring service	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	P	P	--	--	Sec. 206-5.10.A	
Upholster, non-vehicle	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	P	--	--	Sec. 206-5.10.F	
Veterinary clinic	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	P	--	--	Sec. 206-5.10.B	
<b>All restaurants, except as listed below:</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	L	--	L	L	--	--	<b>Sec. 206-5.11.A, Sec. 206-5.11.FE</b>		
Bar	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-5.11.B	
Brewpub	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	L	L	L	--	--	Sec. 206-5.11.A, Sec. 206-5.11.FE	
Coffee shop, donut shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	L	--	L	L	--	L	L	L	Sec. 206-5.11.A, Sec. 206-5.11.FE
Drive-in restaurant	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	--	--	--	--	--	--	--	--	Sec. 206-5.11.D, Sec. 206-5.11.FE	
Drive-thru facility (as an accessory use)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	L	--	L	S	L	--	--	Sec. 206-8.9	
Hookah bar or lounge	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206.5.11.BF	
Ice cream shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	L	--	L	L	--	L	L	L	Sec. 206-5.11.A, Sec. 206-5.11.FE

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Use Category Specific Use	Residential								Residential Build-to-Rent					Mixed-Use & Business				Towne Center		Definition/ Standards						
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU		NR	LM	TCO [1]	TC-MU	TC-R	CI
Juice shop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	L	L	L	L	-	-	L	L	-	L	Sec. 206-5.11.A, Sec. 206-5.11.FE
Lounge	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Sec. 206-5.11.B
Nightclub	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Sec. 206-5.11.B
Pizza delivery	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	L	L	L	L	-	-	L	-	-	Sec. 206-5.11.A, Sec. 206-5.11.FE
Restaurant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	L	L	L	L	-	-	L	L	-	L	Sec. 206-5.11.A, Sec. 206-5.11.FE
Restaurant, drive-thru	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	L	L	L	-	-	S	-	-	-	Sec. 206-5.11.A, Sec. 206-5.11.FE
Restaurant, take-out	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	L	L	L	L	-	-	L	L	-	L	Sec. 206-5.11.A, Sec. 206-5.11.FE
Tavern	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Sec. 206-5.11.B
Tea shop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	L	L	L	L	-	-	L	L	-	L	Sec. 206-5.11.A, Sec. 206-5.11.FE
Yogurt shop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	L	L	L	L	-	-	L	L	-	L	Sec. 206-5.11.A, Sec. 206-5.11.FE
<b>All retail, except as listed below:</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	P	P	-	-	Sec. 206-5.12.A
Animal supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	P	P	-	-	Sec. 206-5.12.B
Antique shop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	P	P	-	-	Sec. 206-5.12.B
Appliance store	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	P	P	-	-	Sec. 206-5.12.A
Art and school supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	P	P	-	-	Sec. 206-5.12.B
Art gallery	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	P	P	-	-	Sec. 206-5.12.A
Art studio	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	P	P	-	-	Sec. 206-5.12.A
Artisan shop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	L	L	L	L	L	L	L	L	-	-	Sec. 206-5.12.C
Baked goods	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	P	P	-	-	Sec. 206-5.12.B
Bakery	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	P	P	P	-	-	Sec. 206-5.12.D
Beverage store	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	P	P	-	-	Sec. 206-5.12.B
Bicycle shop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	P	P	-	-	Sec. 206-5.12.A
Book store	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	P	P	-	-	Sec. 206-5.12.B
Bottle shop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	P	P	-	-	Sec. 206-5.12.E
Building supply (no outdoor storage)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	P	P	P	-	-	Sec. 206-5.12.F
Building supply (with outdoor storage)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S	S	-	P	-	-	-	-	Sec. 206-5.12.F



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Use Category Specific Use	Residential								Residential Build-to-Rent					Mixed-Use & Business					Towne Center			Definition/ Standards				
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR	LM		TCO [1]	TC-MU	TC-R	CI
Camera store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B	
<b>CBD store</b>	==	==	==	==	==	==	==	==	==	==	==	==	==	==	==	==	P	P	P	==	==	P	P	==	==	<b>Sec. 206-5.12.G</b>
Check cashing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	--	--	S	--	--	--	Sec. 206-5.12.L	
Clothing store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B	
<b>Consumer fireworks retail sales facility</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	--	--	--	--	--	<b>Sec. 206-5.12.HG</b>	
Convenience food store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B	
Convenience goods	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B	
Craft store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B	
Department store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.A	
<b>Drug store</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	P	P	P	--	--	P	P	--	--	<b>Sec. 206-5.12.IH</b>	
Dry goods store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B	
Electronics store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.A	
Fabric store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B	
Flower shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B	
Food store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B	
Furniture store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B	
Garden supplies	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B	
General retail	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B	
Gift and cards	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B	
Grocery store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B	
Growler shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.E	
Guns and ammunition	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.A	
Hardware store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B	
Hobby store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B	
Home building supply store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	--	--	--	Sec. 206-5.12.A	
Home improvement supplies	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	--	--	--	Sec. 206-5.12.B	
Household products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B	
Jewelry store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B	

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Use Category Specific Use	Residential							Residential Build-to-Rent					Mixed-Use & Business					Towne Center			Definition/ Standards					
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR		LM	TCO [1]	TC-MU	TC-R	CI
Lawnmower shop and other small engine (sales, rental, repair)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S	S	-	P	-	-	-	-	Sec. 206-5.12.H
Meat market	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	L	L	L	-	L	L	L	-	-	Sec. 206-5.12.K
Medical supply store	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	P	P	-	-	Sec. 206-5.12.B
Music and musical instruments store	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	P	P	-	-	Sec. 206-5.12.B
News store	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	P	P	-	-	Sec. 206-5.12.B
Office supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	P	P	-	-	Sec. 206-5.12.B
Package store, distilled spirits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	L	L	-	-	-	-	-	-	-	Sec. 206-5.12.LK
Package shipping (UPS)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	P	P	-	-	Sec. 206-5.12.B
Pawn broker	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S	S	-	-	S	-	-	-	Sec. 206-5.12.M
Pawn shop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S	S	-	-	S	-	-	-	Sec. 206-5.12.M
Pet store and supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	P	P	-	-	Sec. 206-5.12.B
Pharmacy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	L	P	P	P	-	-	P	P	-	-	Sec. 206-5.12.H
Phone store	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	P	P	-	-	Sec. 206-5.12.B
Photo finishing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	P	P	-	-	Sec. 206-5.12.B
Picture frames	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	P	P	-	-	Sec. 206-5.12.B
Plant nursery	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	Sec. 206-5.12.NM
Pottery store	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	P	P	-	-	Sec. 206-5.12.B
Printed materials store	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	P	P	-	-	Sec. 206-5.12.B
Produce store	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	P	P	-	-	Sec. 206-5.12.B
Seafood store	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	P	P	-	-	Sec. 206-5.12.B
Shoe store	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	P	P	-	-	Sec. 206-5.12.B
Smoke shop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Sec. 206-5.12.ON
Souvenir shop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	P	P	-	-	Sec. 206-5.12.B
Sporting goods store	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	P	P	-	-	Sec. 206-5.12.B
Stationery store	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	P	P	-	-	Sec. 206-5.12.B
Swimming pool supply store (indoor)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	P	P	-	-	Sec. 206-5.12.A
Swimming pool supply store (outdoor)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S	S	-	P	-	-	-	-	Sec. 206-5.12.F
Title pawn	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S	S	-	-	-	-	-	-	Sec. 206-5.12.M

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Use Category Specific Use	Residential								Residential Build-to-Rent					Mixed-Use & Business					Towne Center			Definition/ Standards				
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR	LM		TCO [1]	TC-MU	TC-R	CI
Toy store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Trophies store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.B
Vape shop	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	Sec. 206-5.12.ON
Video game store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.A
Video store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	P	--	--	Sec. 206-5.12.A
<b>All vehicular, as listed below:</b>																										<b>Sec. 206-5.13.A</b>
Automobile parts store (no repair or installation)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	--	--	--	--	Sec. 206-5.13.B
Boat, recreational vehicle, utility or enclosed trailer sales, rental, or service	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	S	--	--	--	--	Sec. 206-5.13.C
Car wash, self-serve, full-service, detailing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	P	S	--	P	--	--	--	--	Sec. 206-5.13.D
Gas station (with convenience store). No vehicle repair or service	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	--	S	--	--	--	--	Sec. 206-5.13.E
Internet vehicles sales	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	--	L	L	--	--	--	Sec. 206-5.13.F
Public parking (for off-site uses)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	S	Sec. 206-5.13.G
Remote parking (for off-site uses)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	S	S	--	--	S	S	--	S	Sec. 206-5.13.H
Vehicle rental	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	--	S	--	--	--	--	Sec. 206-5.13.I
Vehicle sales, rental, or auction	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	--	S	--	--	--	--	Sec. 206-5.13.J
<b>Vehicle repair (minor), including the following:</b>																	S	S	--	--	P	S	--	--	--	<b>Sec. 206-5.13.K</b>
Audio and alarm installation	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	--	P	S	--	--	--	Sec. 206-5.13.K
Bed-liner installation	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	--	P	S	--	--	--	Sec. 206-5.13.K
Custom accessories	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	--	P	S	--	--	--	Sec. 206-5.13.K
Emissions testing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	--	P	--	--	--	--	Sec. 206-5.13.K
Glass repair and replacement	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	--	P	S	--	--	--	Sec. 206-5.13.K
Minor scratch and dent repair	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	--	P	S	--	--	--	Sec. 206-5.13.K
Quick lubrication facility	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	--	P	S	--	--	--	Sec. 206-5.13.K
<b>Vehicle repair (major), including the following:</b>																					S	--	--	--	--	<b>Sec. 206-5.13.L</b>
Body and paint shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	--	--	Sec. 206-5.13.L
Brake repair and replacement	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	--	--	Sec. 206-5.13.L

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Use Category Specific Use	Residential								Residential Build-to-Rent					Mixed-Use & Business					Towne Center			Definition/ Standards				
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR	LM		TCO [1]	TC-MU	TC-R	CI
Muffler shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	--	--	Sec. 206-5.13.L
Tire repair and replacement	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	--	--	Sec. 206-5.13.L
Transmission repair and replacement	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	--	--	Sec. 206-5.13.L
<b>Industrial Uses</b>																										
<b>All craft manufacturing, including:</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	P	L	L	--	--	<b>Sec. 206-6.1</b>
Ceramic products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	P	L	L	--	--	Sec. 206-6.1
Clothing products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	P	L	L	--	--	Sec. 206-6.1
Electronic goods	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	P	L	L	--	--	Sec. 206-6.1
Food and bakery products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	P	L	L	--	--	Sec. 206-6.1
Furniture products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	P	L	L	--	--	Sec. 206-6.1
Glass products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	P	L	L	--	--	Sec. 206-6.1
Household appliances	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	P	L	L	--	--	Sec. 206-6.1
Jewelry products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	P	L	L	--	--	Sec. 206-6.1
Leather products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	P	L	L	--	--	Sec. 206-6.1
Metalwork	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	P	L	L	--	--	Sec. 206-6.1
Non-alcoholic beverages	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	P	L	L	--	--	Sec. 206-6.1
Paper products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	P	L	L	--	--	Sec. 206-6.1
Printmaking	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	P	L	L	--	--	Sec. 206-6.1
<b>All heavy industrial, including:</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	<b>Sec. 206-6.2</b>
Animal processing, packing, treating and storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Bone materials or products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Bottling plant	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Bulk fuel sales	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Bulk storage of flammable liquids, chemicals, cosmetics, drugs, soap, paints, fertilizers, and abrasive products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Chemical materials or products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Chemical, cosmetics, drug, soap, paints, fertilizers and abrasive products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2

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Use Category Specific Use	Residential								Residential Build-to-Rent					Mixed-Use & Business					Towne Center			Definition/ Standards				
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR	LM		TCO [1]	TC-MU	TC-R	CI
Clay materials or products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Concrete batch plant	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Explosives materials or products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Fireworks materials or products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Food processing, and related products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Glass materials or products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Leather materials or products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Livestock or poultry slaughtering	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Lumber production	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Lumberyard	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Metal products, including enameling and galvanizing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Paper materials or products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Petroleum, liquefied petroleum gas and coal products and refining	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Plastic materials or products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Prefabricated building manufacturing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Pulp materials or products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Rubber and plastic products, rubber manufacturing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Rubber materials or products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Sawmill, log production facility	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Stone materials or product	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
Tobacco materials or products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.2
<b>All light industrial uses, as listed below</b>																										<b>Sec. 206-6.3.A</b>
Ambulance service (with on-site storage or parking)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	--	Sec. 206-6.3.B
Baking plants	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	--	Sec. 206-6.3.A
Brewery	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	S	S	--	--	--	Sec. 206-6.3.C
Carpet cleaning plant	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	--	Sec. 206-6.3.A
Contractors storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	--	Sec. 206-6.3.D

KEY: P = Permitted Use L = Limited Use S = Special Use '--' = Use Not Permitted

Use Category Specific Use	Residential									Residential Build-to-Rent					Mixed-Use & Business					Towne Center			Definition/ Standards			
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR	LM	TCO [1]		TC-MU	TC-R	CI
Distillery	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	S	S	--	--	Sec. 206-6.3.C
Dry cleaning plant	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.3.A
Food and beverage production	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.3.A
<b>Food truck (base of operation)</b>	FE	FE	FE	FE	FE	FE	FE	FE	FE	FE	FE	FE	FE	FE	FE	FE	FE	FE	FE	FE	FE	FE	FE	FE	FE	<b>Sec. 206-6.3.E</b>
Land-intensive outdoor sales and services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.3.A
Laundry cleaning plant	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.3.A
Limousine service (with on-site storage or parking)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.3.A
Manufactured building sales	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.3.A
Mobile home sales	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.3.A
Non-emergency transport service (with on-site storage or parking)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.3.A
Repair or services of business, industrial, machinery, equipment or products by providing centralized services for separate retail outlets	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	S	--	--	--	--	Sec. 206-6.3.A
<b>Sale, rental, or repair of machinery, heavy equipment, or special trade tools</b>	FE	FE	FE	FE	FE	FE	FE	FE	FE	FE	FE	FE	FE	FE	FE	FE	FE	S	FE	FE	S	FE	FE	FE	FE	<b>Sec. 206-6.3.FE</b>
Taxicab service (with on-site storage or parking)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.3.A
Winery	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	P	--	--	Sec. 206-6.3.C
<b>All light manufacturing, except as listed below:</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	<b>Sec. 206-6.4.A</b>
Bookbinding plant	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.4.A
Cabinet makers	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.4.A
Clothing, textile or apparel manufacturing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.4.A
Facilities that assemble or manufacture scientific instruments, semiconductor and related devices	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.4.A
Furniture manufacturing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.4.A
Machine shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.4.A
Medical supply manufacturing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.4.A
Mini-warehouse	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.7.A

KEY: P = Permitted Use L = Limited Use S = Special Use '--' = Use Not Permitted

Use Category Specific Use	Residential								Residential Build-to-Rent					Mixed-Use & Business					Towne Center			Definition/ Standards					
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR	LM		TCO [1]	TC-MU	TC-R	CI	
Pharmaceutical manufacturing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.4.A	
Printing plant	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.4.A	
Publishing plant	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.4.A	
Sheet metal shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.4.A	
Stone, clay, glass or concrete products	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.4.A	
Tool repair	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.4.A	
Welding shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.4.A	
Woodworking shop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.4.A	
<b>Storage Uses</b>																											
Contractors equipment storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.5.A	
Equipment storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.5.A	
Fleet storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.5.A	
New and operable used vehicle, boat, or other similar operable vehicle storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.5.A	
Trailer storage, drop-off lot	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.5.A	
Storage of soil, mulch, stone, lumber, pipe, steel, and other similar material equipment	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.5.A	
Storage and splitting of logs	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.5.A	
<b>Towing/impounding of vehicles</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	SP	--	--	P	--	--	--	--	<b>Sec. 206-6.5.A</b>	
Tractor trailers storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.5.A	
<b>All self-storage, as listed below:</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	<b>Sec. 206-6.7</b>	
Indoor multi-story storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.7.A	
Mini-warehouse	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.7.A	
Warehouse, self-storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	P	--	--	--	--	Sec. 206-6.7.A	
<b>Research and Development</b>																											
Laboratories, offices and other facilities used for research and development	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	--	--	P	--	S	--	--	Sec. 206-6.6.A	
Pilot plants used to test manufacturing processes	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	--	--	P	--	S	--	--	Sec. 206-6.6.A	

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Use Category Specific Use	Residential								Residential Build-to-Rent					Mixed-Use & Business					Towne Center		Definition/ Standards						
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR		LM	TCO [1]	TC-MU	TC-R	CI	
Prototype production facilities	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	--	--	--	P	--	S	--	--	Sec. 206-6.6.A
<b>Warehouse and Distribution</b>																											
Building materials storage yard	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.8.A
Bulk storage, cold storage, frozen food lockers	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.8.A
Distribution of products and merchandise	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.8.A
Household moving and general freight storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.8.A
Parcel service	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.8.A
Transfer and storage business	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	Sec. 206-6.8.A
<b>Waste Related</b>																											
Hazardous household materials collection center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.9.A
Hazardous waste facility	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.9.A
Junk yard	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.9.A
Salvage yard	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.9.A
Landfill	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.9.A
Recycling processing center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.9.A
Scrap metal processor	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.9.A
Waste incinerator	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.9.A
Waste transfer station	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-6.9.A
<b>Wholesale, all</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	<b>S</b>	--	--	--	<b>P</b>	--	--	--	--	<b>Sec. 206-6.10.A</b>
<b>Railroad spur tracks</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	
<b>Agricultural</b>																											
All crop and tree farming	P	P	P	P	P	P	P	--	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-7.1
<b>Accessory Uses</b>																											
Accessory uses not otherwise listed below, as determined by the Director	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 206-8.2
Accessory cemetery	S	S	S	S	S	S	--	S	S	S	S	S	S	--	--	S	S	S	S	--	--	--	--	--	S	Sec. 206-8.3	
Accessory dwelling unit (ADU)	--	--	--	--	--	--	L	--	--	--	--	--	--	--	--	--	--	L	L	--	--	L	L	--	--	Sec. 206-8.4	
Automated retail structure	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	L	--	--	L	L	L	--	Sec. 206-8.5		



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Use Category Specific Use	Residential								Residential Build-to-Rent					Mixed-Use & Business					Towne Center			Definition/Standards					
	RS-30	RS-15	RS-5	R-DU	R-TH	RM	RX	RO	PRC	RS-30-BTR	RS-15-BTR	RS-5-BTR	R-DU-BTR	R-TH-BTR	RO-BTR	OP	BG	HSB	MU	NR	LM		TCO [1]	TC-MU	TC-R	CI	
Bee keeping	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	--	--	--	L	Sec. 206-8.6	
Caretaker's residence	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	P	P	P	P	P	Sec. 206-8.7
Donation bin	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-8.8
Drive-thru facility	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	L	--	L	L	L	--	L	Sec. 206-8.9	
Dumpster	--	--	--	--	L	L	L	L	L	--	--	--	--	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. 206-8.10
Electric vehicle (EV) charging station	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. 206-8.31
Heliport	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	Sec. 206-8.11
Home occupation	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	--	--	--	L	L	--	--	L	L	--	--	Sec. 206-8.12
In-law suite	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	--	--	--	L	L	--	--	L	L	--	--	Sec. 206-8.13
Institutional accessory uses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 206-8.14
Keeping of pets	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. 206-8.15
Keeping of livestock	L	--	--	--	--	--	--	--	L	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-8.16
Modular offices/ classroom	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	Sec. 206-8.17
On-site parking	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 206-8.18
Outdoor storage, minor	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	L	L	--	L	--	L	--	--	--	Sec. 206-8.19
Outdoor storage, major	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S	--	--	S	--	--	--	--	--	Sec. 206-8.20
Parking of business vehicles	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. 206-8.21
Parking of recreational vehicles	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	--	--	--	--	L	--	--	--	--	--	--	Sec. 206-8.22
Parking and storage of watercraft	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	--	--	--	--	L	--	--	--	--	L	--	Sec. 206-8.23
Portable accessory structure (PODS)	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. 206-8.24
Religious accessory uses	L	L	L	L	L	L	L	--	L	L	L	L	L	L	--	--	L	L	L	L	--	L	L	L	L	L	Sec. 206-8.25
Roofed accessory structure	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	P	P	P	P	P	P	P	P	P	L	P	Sec. 206-8.26
Satellite dish antenna	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. 206-8.27
Solar energy system (ground mounted)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	Sec. 206-8.32
Solar energy system (intergrated or roof mounted)	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. 206-8.32
Swimming pool, hot tub, spa, koi pond	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. 206-8.28
Temporary Shelter	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. 206-8.30
Unroofed accessory structure	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. 206-8.29

Table Note

[1] TCO use standards do not apply to properties zoned TC-MU or TC-R.

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## **Agenda Item Summary**

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**TO:** The Mayor and Council

**DATE:** March 10, 2025

**RE:** Amendment to the Alcoholic Beverage Ordinance

**STATUS:** Public Hearing (Tabled from Feb 24<sup>th</sup> Meeting)

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Proposed text amendment to Chapter 6 (Alcoholic Beverage Ordinance) of Snellville Code of Ordinances to provide for and amend procedures for obtaining Special Event Licenses and special event spaces to obtain alcohol licenses; and amend requirements for eligibility and issuance of a Temporary Special Event (alcohol) permit.

**Financial Impact:** None

**Planning Department  
Recommendation:** Approval

**Mayor and Council  
Meetings:** February 10, 2025 (1<sup>st</sup> Reading)  
February 24, 2025 (2<sup>nd</sup> Reading)  
March 10, 2025 (Public Hearing)

**Action Requested:** Consideration, Public Hearing and Action

**Draft Ordinance:** Attached

STATE OF GEORGIA

CITY OF SNELLVILLE

**ORDINANCE NO. 2025-04**

**AN ORDINANCE TO AMEND THE ALCOHOLIC BEVERAGE ORDINANCE (CHAPTER 6); TO PROVIDE FOR AND AMEND PROCEDURES FOR OBTAINING SPECIAL EVENT LICENSES AND SPECIAL EVENT SPACES TO OBTAIN ALCOHOL LICENSES; TO PROVIDE SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the duly elected governing authority of the City of Snellville, Georgia (the “City”) is the Mayor and Council; and

**WHEREAS**, the Mayor and the Council of the City of Snellville, Georgia, desire to amend portions of its alcoholic beverages ordinance; and

**WHEREAS**, the Mayor and Council have determined that the health, safety, and welfare of the citizens of the City to ordain certain zoning rules and regulations to be consistent with updated legislation regarding the zoning procedures act; and

**WHEREAS**, the Mayor and Council of the City of Snellville, Georgia deem such amendment to be for the betterment and general welfare of the City of Snellville and its inhabitants; and,

**IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF SNELLVILLE, GEORGIA**, and by the authority thereof:

**Section 1.** Section 6-1 of Chapter 6 of the Ordinance of the City of Snellville, Georgia is hereby amended to add the following:

*Special Event Facility* is an indoor facility, other than a private residence, hotel, motel, other lodging place, private club, restaurant, bottle shop, lounge, night club or bar used by a for-profit host which serves as rental space for group functions for the purposes of honoring a person or an event, such as wedding, wedding reception, bridal shower, retirement party, holiday party, award dinner or luncheon, bar/bat mitzvah, celebration

of life or similar type of function, with or without live entertainment, with the catering of food and drink for consumption on-premises by persons in attendance. This definition shall not include a free standing place of worship, or publicly-owned non-profit civic associations and facilities in which the predominant activities or events are publicly accessible without pre-invitation, such as operations consistent with that of a restaurant, lounge, nightclub, bar or late-night establishment. "Publicly accessible" means that entry is available to the general public, whether or not admission is free or dependent on payment by the individual attendees.

**Section 2.** Article 6 of Chapter 6 of the Ordinance of the City of Snellville, Georgia is hereby amended to add the following:

"Section 6-202. Special Event Alcohol Licenses.

- (a) Notwithstanding any other provision of this chapter, the planning and development director is authorized to issue Special Events Facility Alcohol Licenses for a Special Event Facility, as defined in this Chapter and has obtained a Special Use Permit for such use according to the Unified Development Ordinance, that wishes to allow the consumption of alcoholic beverages on premises, either for sale or not.
- (b) Any Special Event Facility shall be required to first obtain an appropriate state license, in accordance with the laws and regulations of the state and the state department of revenue. The Special Events Facility itself cannot possess an alcohol license, and food may not be prepared on-site. Neither the special events facility nor its employees shall provide any food or beverages, including alcoholic beverages to guests. Rather only the caterer or its employees may do so. Caterers must obtain the necessary permits from the State of Georgia as well as from their County of origin to provide food and beverage services at the event or gathering. Only a licensed alcoholic beverage caterer shall be

permitted to sell alcoholic beverages for consumption at a catered special event or function, subject to the licensing and other requirements for alcoholic beverage caterers in Chapter 6 (Alcoholic Beverage Ordinance) of the city code and state law.

(c) Any Special Events Facility that desires to sell alcoholic beverages for consumption on premises or that allows alcoholic beverages to be consumed at said facility by private guests attending a private event must first obtain a Special Use Permit from the City of Snellville. Special Event Facilities shall not be eligible for temporary special event licenses under Section 6-192.

(d) Each Special Event Facility that wishes to sell or distribute alcohol according to this ordinance shall only be able to sell or distribute alcohol through a licensed caterer as defined in this Ordinance and state law.

(e) Any alcoholic beverage consumed at a Special Events Facility by private guests attending a private event must be purchased from a licensed caterer under subsection (f) of this Section.

(f) *Licensed alcoholic beverage caterer pouring.* A licensed alcoholic beverage caterer, as defined and licensed by the state pursuant to O.C.G.A. § 3-11-1 et seq. and by the City of Snellville, may distribute and sell alcoholic beverages at a special events facility in the city so long as the licensed alcoholic beverage caterer complies with all requirements of O.C.G.A. § 3-11-1 et seq. and the special events facility has first registered with the city according to these requirements:

(i) It is required that employees of caterers be at least twenty-one (21) years of age to distribute, sell, or otherwise dispense alcohol beverages.

(ii) Submit the catering application at least five (5) business days prior to the planned event.

(ii) Provide evidence of general liability insurance in the amount of at least one million dollars (\$1,000,000) to cover the catering activities.

(iii) If selling liquor by the drink (does not apply to beer or wine), caterer is required to submit the Excise Tax Report and tax payment thirty (30) days following the event. Such report calculates the number of individual alcoholic beverages served. This requirement does not apply to special event non-profit organizations.

**(g) Facility must be approved.** A special events facility must be authorized by the Unified Development Ordinance, must first obtain a Special Use Permit from the City to operate, and be approved by the Gwinnett County Fire Marshall.

**(h) Timing of sales or consumption.** All sales of alcoholic beverages or consumption of alcoholic beverages at special events facilities shall comply in all respects to the time restrictions found in Section 6-187 herein.

**(i) Food to be served when alcoholic beverages are consumed.** All sales of alcoholic beverages or consumption of alcoholic beverages at special events facilities shall be served with food provided by a licensed caterer.

**(j) Exemptions.** All free-standing places of worship, Masonic Lodges, and indoor publicly owned civic and cultural center located within the City of Snellville shall be exempted from obtaining a special use permit to serve or sell alcohol under this ordinance. An indoor publicly owned civic and cultural center shall be any event space owned by the City of Snellville that hosts events and leases out the space for special events. An indoor publicly owned civic and cultural center shall still be subject to hiring a caterer, as defined in Section 6-202(f) to serve or sell alcohol and be subject to other provisions of the Alcohol Ordinance.

**Section 2.** Section 6-186 of Chapter 6 of the Ordinance of the City of Snellville, Georgia is hereby deleted in its entirety and replaced with the following:

**“Sec. 6-186. - Locations at which sale of distilled spirits by the drink for consumption on the premises is permitted.**

Distilled spirits may only be sold by the drink for consumption on the premises:

(1) In eating establishments regularly serving prepared food, with a full-service kitchen.

A full-service kitchen will consist of a three-compartment pot sink, a stove or grill permanently installed, and a refrigerator, all of which must be approved by the health and fire departments. Such eating establishment will regularly serve food every hour they are open and derive at least as much gross receipts annually from the sale of prepared meals or food as it derives from the sale of distilled spirits.

(2) When eating establishments are located in hotels, motels, and high-rise office and apartment buildings, every entrance to the establishment shall be from a public lobby, hallway, mall or other publicly used interior portion of the primary use structure.

(3) In indoor commercial recreation establishments.

(4) In a publicly owned indoor publicly owned civic and cultural center

(5) Public stadium, coliseum or auditorium.

(6) Distilleries, when the distilled spirit being offered is manufactured on-premises.

(7) Special event facilities, in accordance with Sec. 6-202.

(8) Free standing places of worship”



**Section 3.** Section 6-189 of Chapter 6 of the Ordinance of the City of Snellville,

Georgia is hereby deleted in its entirety and replaced with the following:

Malt beverages and/or wine may only be sold for consumption on the premises in the following locations:

(1) In eating establishments having a full-service kitchen (a full-service kitchen will consist of a three-compartment sink, a stove or grill permanently installed, a refrigerator, all of which must be approved by the health and fire departments), prepared to serve food every hour they are open.

(2) In indoor commercial recreation establishments.

(3) In a publicly owned indoor publicly owned civic and cultural center capable of serving prepared food, with a full-service kitchen (a full-service kitchen will consist of a three-compartment pot sink, a stove or grill permanently installed, and a refrigerator, all of which must be approved by the health and fire departments), prepared to serve food every hour it is open and deriving at least 70 percent of its total annual gross sales from the sale of prepared meals or foods and recreational, promotional or entertainment or operational activities.

(5) Public stadium, coliseum or auditorium.

(6) A bottle shop.

(7) A craft beer market.

(8) A brewpub.

(9) A brewery, limited to malt beverages produced on-premises.

(10) A farm winery tasting room, limited to wine produced on-premises.

(11) Special Event Facility, in accordance with Sec. 6-202.”

**Section 4.** Section 6-192 of Chapter 6 of the Ordinance of the City of Snellville, Georgia is hereby deleted in its entirety and replaced with the following:

**“Sec. 6-192. - Eligibility for issuance of a temporary special event permit.**

The planning and development director may issue a temporary permit to any person, firm or corporation, for a period not to exceed three days for an approved small or event for an indoor event (outdoor event are subject to Section 6-196), and no more than six such permits may be issued to the applicant organization in any one calendar year.

(1) The person, firm or corporation shall be a submit an application and pay the fee required by the ordinances and specified on the fee schedule and shall be required to abide by all other City of Snellville ordinances.

(2) The special event must meet the following criteria prior to the issuance of a permit to sell alcoholic beverages:

a. The applicant must include in the application a letter of intent, the date and time of the event, fully describe the nature of the proposed event and provide a State license for serving alcohol.

b. The applicant must submit with the application the fee specified in the fee schedule on file with the city clerk's office, as it may be amended from time to time on *www.snellville.org*. The planning and development director may issue a permit authorizing the organization to sell alcoholic beverages. The permittee or permittee's employees shall be at least twenty-one (21) years old and supervise all aspects of the special event pertaining to the handling and storage of alcoholic beverages and the distribution of alcoholic beverages to consumers in the metro Atlanta area. The permittee shall be responsible for compliance with all aspects of this article and state law, and shall be liable for infractions thereof.

c. The applicant must show proof of the hiring of a licensed alcoholic beverage caterer, as defined and licensed by the state pursuant to O.C.G.A. § 3-11-1 et seq. and by the City of Snellville, as prescribed in Section 6-202 (f).

d. Submit the temporary special event application at least twenty (20) days prior to the event.

(3) The chief of police or his designee may immediately revoke any temporary license for a special event if it is determined continued alcohol sales may endanger the health, welfare or safety of the public. If the licensee is found in violation of Federal, State, or local law, the licensee shall not be eligible for any other temporary special event licenses for twelve (12) months from the date of violation and shall be subject to fines subject to Section 1-11 of this Ordinance.

(4) As a condition on the issuance of a temporary special event permit, the permittee shall indemnify and hold the City of Snellville harmless from claims, demand or cause of action which may arise from activities associated with the special event.”

**Section 5.** Section 6-196 of Chapter 6 of the Ordinance of the City of Snellville, Georgia is hereby deleted in its entirety and replaced with the following:

**“Sec. 6-196. - Special event outdoor alcohol drinking area.**

(a) A special event outdoor alcohol drinking area shall be located outside in an area clearly marked for identification as an outdoor alcohol drinking area pursuant to a special use permit issued by the planning director, or his designee, to allow consumption outside of a licensed establishment. Only establishments with a Georgia State license to dispense alcoholic beverages may apply for this special use permit for a temporary license to serve alcohol outdoors. The license shall be granted for a maximum of three consecutive days and shall be governed by all of the other rules and regulations of the city as if the alcohol was being dispensed within a licensed establishment. License fees applicable to this chapter are set forth in the schedule of fees and charges on file in the office of the planning department, on the city website and at the reception center in City Hall. The applicant shall be required to provide adequate security officers for the event as established by the mayor and council at the expense of the applicant. Security officers shall be off-duty police officers or sheriff's deputies from the City of Snellville, or other officers expressly approved by the City of Snellville Chief of Police for that event. Special use permits issued pursuant to this subsection shall not require presentation to the planning commission nor a second reading prior to issuance.

(b) The following additional regulations shall apply to dispensing and drinking alcohol pursuant to subsection (a) above:

(1) *Two drink limit.* Any establishment licensed to dispense alcoholic beverages by the drink for consumption on the premises is authorized to dispense an alcoholic beverage in a paper or plastic cup, or other container other than a can, bottle or glass, for removal from the premises; provided, however, that no establishment shall dispense to any person more than two such alcoholic beverages at a time; and provided the alcohol is consumed in the area specified in the special use permit granted in subsection (a) above.

(2) *Size limited to 16 ounces.* No container in which an alcoholic beverage is dispensed pursuant to subsection (a) shall exceed 16 fluid ounces in size. No person shall hold in possession within the designated area any open alcoholic beverage container which exceeds 16 fluid ounces in size.

(3) *Drinking from can, bottle or glass prohibited.* It shall be unlawful for any person to drink or attempt to drink any alcoholic beverage from a can, bottle or glass or to possess in an open can, bottle or glass any alcoholic beverage outside or in the designated area.

(4) *Drinking outside the designated area.* It shall be a violation of subsection (a) to take an alcoholic beverage served in the designated area outside of the designated area for any reason.

(5) The chief of police or his designee may immediately revoke any temporary license for a special event if it is determined continued alcohol sales may endanger the health, welfare or safety of the public. If the licensee is found in violation of Federal, State, or

local law, the licensee shall not be eligible for any other temporary special event licenses for twelve (12) months from the date of violation and shall be subject to fines subject to Section 1-11 of this Ordinance.

(6) *Hours and days.* It shall be unlawful for any person to purchase, distribute or consume alcoholic beverages outside of the timeframes provided in [sections 6-90, 6-187](#) and [6-190](#).”

**Section 6.** (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the

greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

**Section 7.** All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

**Section 8.** This Ordinance was adopted \_\_\_\_\_, 2025. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Barbara Bender, Mayor

*ATTEST:*

\_\_\_\_\_  
Tod Warner, Mayor Pro Tem

\_\_\_\_\_  
Melisa Arnold, City Clerk

\_\_\_\_\_  
Norman A. Carter, Council Member

*APPROVED AS TO FORM:*

\_\_\_\_\_  
Kerry Hetherington, Council Member

\_\_\_\_\_  
John J. Crowley, City Attorney  
Powell & Crowley, LLP

\_\_\_\_\_  
Cristy Lenski, Council Member

\_\_\_\_\_  
Gretchen Schulz, Council Member





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## **Agenda Item Summary**

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**TO:** The Mayor and Council

**FROM:** Jason Thompson, Director  
Department of Planning and Development

**DATE:** March 10, 2025

**CASE:** #RZ 24-04 LUP 24-02 – Summit Chase West

**STATUS:** 1<sup>st</sup> Reading

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Applications by KJ Luxury Homes, LLC (applicant) and Summit Chase Country Club, Inc. (property owner) requesting to:

- a) amend the Snellville 2045 Future Land Use Map from Park/Residential to Residential –Low Density; and,
- b) amend the Official Zoning Map from RS-30 (Single-family Residential) District to RS-5 (Single-family Residential) District,

For a 150-lot single-family (detached) subdivision with 26.50± acres of open space including country club style tennis courts, swimming pool, clubhouse and other amenities for residents to enjoy on a 95.386± acre vacant golf course and country club site with a gross density of 1.57 lots per acre, situated along Green Turf Drive and Classic Drive, 3197 Classic Drive, Snellville, Georgia (Tax Parcel 5093 106).

**Financial Impact:** Site Development Permit fees; Building Permit fees; and Real Property Taxes

**Planning Department Recommendation:** Approval with Conditions

**Planning Commission Meeting and Recommendation:** February 25, 2025 (Denial of LUP 24-02)

**Mayor and Council Meetings:** March 10, 2025 (1<sup>st</sup> Reading)  
March 24, 2025 (2<sup>nd</sup> Reading and Public Hearing)

**Action Requested:** Consideration and Waive the 1<sup>st</sup> Reading

**Draft Ordinance(s):** Attached

**Case Documents (website link):**

- Letter of Intent (9-10-2024)
- #RZ 24-04 Rezoning Application (9-10-2024)
- #LUP 24-02 Land Use Plan Amendment Application (9-10-2024)
- Sample Front Building Elevations (9-10-2024)
- 9-10-2024 Rezoning Site Plan (9-10-2024)
- 10-17-2024 Applicant Request to Table Oct 22nd Planning Commission Action (10-17-2024)
- Oct 22 2024 Planning Commission Case Report (10-23-2024)
- 11-26-2024 Second Request to Table Dec 10th Planning Commission Action to Jan 28 2025 (11-26-2024)
- Dec 10 2024 Planning Commission Case Report (12-11-2024)
- 1-15-2025 Third Request to Table Jan 28th Planning Commission Action to Feb 25 2025 (1-16-2025)
- 1-17-2025 REVISED Rezoning Site Plan (1-29-2025)
- Jan 28 2025 Planning Commission Case Report (1-29-2025)
- 1-30-2025 REVISED Rezoning Site Plan (2-3-2025)
- Feb 25 2025 Planning Department Case Summary & Analysis (2-13-2025)
- Feb 25 2025 Planning Commission Case Report (2-26-2025)
- *Unofficial* Feb 25 2025 Planning Commission Regular Meeting Minutes (3-7-2025)
- Mar 10 2025 Planning Department Case Summary & Analysis with Planning Commission Report (3-4-2025)

**STATE OF GEORGIA**

**CITY OF SNELLVILLE**

**ORDINANCE LUP 24-02/ RZ 24-04**

AN ORDINANCE TO GRANT/ DENY THE APPLICATION A) TO AMEND THE SNELLVILLE 2045 FUTURE LAND USE MAP FROM PARK/RESIDENTIAL TO RESIDENTIAL –LOW DENSITY; AND, B) AMEND THE OFFICIAL ZONING MAP FROM RS-30 (SINGLE-FAMILY RESIDENTIAL) DISTRICT TO RS-5 (SINGLE-FAMILY RESIDENTIAL) DISTRICT FOR A 150-LOT SINGLE-FAMILY (DETACHED) SUBDIVISION AND 26.50± ACRES OF OPEN SPACE INCLUDING COUNTRY CLUB STYLE TENNIS COURTS, SWIMMING POOL, CLUBHOUSE AND OTHER AMENITIES FOR RESIDENTS TO ENJOY ON A 95.386± ACRE VACANT, UNUSED GOLF COURSE AND COUNTRY CLUB SITE WITH A GROSS DENSITY OF 1.57 LOTS PER ACRE, SITUATED ALONG GREEN TURF DRIVE AND CLASSIC DRIVE, 3197 CLASSIC DRIVE, SNELLVILLE, GEORGIA (TAX PARCEL 5093 106).

**CASE NUMBER:** #RZ 24-04/ LUP 24-02

**APPLICANT/PROPERTY OWNER:** KJ Luxury Homes, LLC (applicant) and Summit Chase Country Club, Inc. (property owner)

**LOCATION:** Along Green Turf Drive and Classic Drive, 3197 Classic Drive, Snellville, Georgia

**TAX PARCEL:** R5093 106

**DEVELOPMENT/PROJECT:** Summitt Chase Property

**WHEREAS**, the governing authority of the City of Snellville, Georgia is the Mayor and Council thereof; and

**WHEREAS**, a public hearing was held before the Mayor and Council on \_\_\_\_\_.

**WHEREAS**, the health, safety, and welfare of the citizens of Snellville, Georgia, will be positively impacted by the adoption of this Ordinance; therefore:

**IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF SNELLVILLE, GEORGIA, and by the authority thereof:**

**Section 1.** For reasons stated in the public hearing, the council has made the following decision with the following conditions:

**Section 3.** The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set forth herein.

**Section 4.** The changes in zoning classification is to be noted on the Official Zoning Map of the City of Snellville, Georgia as approved by the Mayor and Council as soon as reasonably possible following the adoption of this Ordinance. The Official Zoning Map of the City of Snellville, Georgia, shall also be amended with an editorial note specifying the date these Snellville zoning amendments were approved by the Mayor and Council and specifying the parcels affected by this Ordinance. Until the changes are indicated on the Official Zoning Map of the City of Snellville, Georgia, as approved by the Mayor and Council, this Ordinance shall govern over Official Zoning Map of the City of Snellville, Georgia approved by the Mayor and Council to the extent of any discrepancy between this Ordinance and the Official Zoning Map of the City of Snellville, Georgia approved by the Mayor and Council.

**Section 5.** (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or

phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

**Section 6.** All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

**Section 7.** This Ordinance was adopted on \_\_\_\_\_, 2025. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

**ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Barbara Bender, Mayor

*ATTEST:*

\_\_\_\_\_  
Tod Warner, Mayor Pro Tem

\_\_\_\_\_  
Melisa Arnold, City Clerk

\_\_\_\_\_  
Cristy Lenski, Council Member

*APPROVED AS TO FORM:*

\_\_\_\_\_  
Gretchen Schulz, Council Member

\_\_\_\_\_  
John J. Crowley, City Attorney  
Powell & Crowley, LLP

\_\_\_\_\_  
Kerry Hetherington, Council Member

\_\_\_\_\_  
Norman Carter, Council Member

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## **Agenda Item Summary**

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**TO:** The Mayor and Council

**FROM:** Jason Thompson, Director  
Department of Planning and Development

**DATE:** March 10, 2025

**RE:** Fee Schedule Amendment

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Proposed amendment to the Planning Department's Fee Schedule to:

1. Update the appearance of the fee schedule.
2. Categorize the various fee and license types by category:
  - a. Planning & Zoning Fees
  - b. Land Development Fees
  - c. Building Permit Fees
  - d. Licensing Fees
  - e. Alcoholic Beverage Licensing
3. Increase permit and licensing fees to be more in-line with Gwinnett County and other municipal fee schedules.
4. Meet the requirements of Georgia House Bill 461 requiring:
  - a. the collection of regulatory fees to be used for regulatory activities (inspections, background checks, generating permits, etc.) and not for general fund operating expenses.
  - b. building permit fees for renovation projects to be based off a flat fee, hourly rate or square footage and not based upon the cost of the renovation project.
5. Provide for an April 1, 2025 effective date.

**Planning Department**

**Recommendation:** Approval

**Action Requested:** Consideration and Action

**Resolution:** Attached

**Attachments:** DRAFT (V4) 2-27-2025 Planning Department Fee Schedule Amendment

**Current Planning Department Fee Schedule  
(adopted 2-27-2023)**

# Planning & Zoning Fees

(Effective April 1, 2025)

## Rezoning - Special Use Permit - Future Land Use Map Amendment\* - Change-in-Conditions Application Fees

### Single-family (RS-5, RS-15, RS-30, R-DU, R-TH, RO, PRC, Build-to-Rent)

Less than 1 Acres	1 to 5 Acres	5 to 10 Acres	10 to 15 Acres	15 to 20 Acres	Over 20 Acres
\$500	\$650	\$800	\$1,100	\$1,500	\$2,000 + \$25/acre over 20 acres

### Multi-family and Special Residential (RM and RX)

Less than 1 Acres	1 to 5 Acres	5 to 10 Acres	10 to 15 Acres	15 to 20 Acres	Over 20 Acres
\$750	\$1,000	\$1,500	\$2,000	\$2,500	\$2,750 + \$40/acre over 20 acres

### Non-Residential (OP, CI, BG, HSB, NR, LM)

Less than 1 Acres	1 to 5 Acres	5 to 10 Acres	10 to 15 Acres	15 to 20 Acres	Over 20 Acres
\$750	\$1,000	\$1,500	\$2,000	\$2,500	\$3,000 + \$50/acre over 20 acres

### Mixed-Use (TC-MU, TC-R, TCO)

Less than 1 Acres	1 to 5 Acres	5 to 10 Acres	10 to 15 Acres	15 to 20 Acres	Over 20 Acres
\$750	\$1,000	\$1,500	\$2,000	\$2,500	\$3,000 + \$50/acre over 20 acres

### Fee Calculation Example

*4.25 acres rezoned to BG with Special Use Permit and \*FLUM amendment: and 3 Variances from UDO  
Fee Calculation = \$1,000 + \$1,000 + \$400 + \$300 = \$2,700 (plus public notification Fees)*

<b>Concurrent Variance/Waiver Request (Rezoning, Special Use Permit, Change in Conditions)</b>	\$100 (ea.)
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### Variance, Waiver and Appeal Applications

<b>Zoning Variances &amp; Waiver Application</b>	Single-Family Residential	\$250
	Multi-Family Residential	\$450
	Non-Residential and Mixed-Use	\$700
	Each Additional Variance/Waiver Req.	\$100
<b>Administrative Variance Application</b>	Single-Family Residential	\$100
	Multi-Family Residential	\$350
	Non-Residential and Mixed-Use	\$500
<b>Stream Buffer Variance Application</b>	Single-family Residential	\$250
	Non-Residential, Multi-Family, Mixed-Use	\$500
<b>Appeal the Decision of the Planning Director</b>		\$100

### Public Notification Fees

Legal Ad Publication for Public Hearing (per each public hearing date)	\$50
Public Notice Sign Fee (per sign)	\$100
Public Hearing Notification Mailing (per adjoining property owner, per public hearing)	\$20

### Miscellaneous Fees

Future Land Use Map Amendment (FLUM) *	40% Rezoning Fee
Annexation (100% Method)	\$125
Annexation (60% Method)	\$500
Ordinance/Regulation Text Amendment	\$250
Each Concurrent Variance and Waiver (Rezoning, Special Use Permit, Change in Conditions)	\$100
Zoning Certification Letter (per contiguous tax parcel)	\$100
Zoning Certification for New/Used Auto Broker	\$25



## Land Development Fees

(Effective April 1, 2025)

Application, Permit, or Service Type	Plan Review Fee	Permit or Plat Fee
<b>Limited Land Disturbance Plan Review &amp; Permit Fees</b>		
Clearing Permit	\$400	\$50/Acre (\$250 min.)
Clearing and Grubbing Permit	\$400	\$50/Acre (\$250 min.)
Grading Permit	\$400	\$50/Acre (\$250 min.)
Land Disturbance Renewal	N/A	\$50
Land Disturbance Extension (one 3-month ext prior to expiration)	N/A	\$50
Residential Drainage Plan	\$250	N/A
<b>Site Development Plan Review &amp; Permit Fees</b>		
Development Plans WITH Subdivision	Minor Subdivision (5 or fewer lots)	\$500
	Subdivision Development Permit	\$500
	Final Plat	\$250
Development Plans WITHOUT Subdivision	\$500	\$150/Acre (Min. \$1,000)
Development Permit Renewal	N/A	\$150
Development Permit Extension Fee	N/A	\$150
Development Permit Plan Resubmittal/Re-Review (each)	\$500	N/A
Minor Plan Revision (after permit issuance or plan approval)	N/A	20% of Total Plan Review Fee
Major Plan Revision (after permit issuance or plan approval)	N/A	50% of Total Plan Review Fee
<b>Miscellaneous Development Fees</b>		
Modification Application		\$100
Unified Development Ordinance Waiver Application		\$250
Driveway/Parking Area Expansion/Addition (Residential)		\$25
Communications Utility Right-of-Way Encroachment Permit		\$50
Tree Removal Permit (Non-Residential)		\$50
<b>Tree Replacement Fund Donation</b>		
Contribution Per 1.0 Unit of Density Credit Required		\$1,000
<b>Penalty Fees</b>		
Penalty for Site Activity Prior to Issuance of Permit		100% of the Permit Fee

**DRAFT (V4) 2-27-2025**

For Adoption Mar 10 2025

# Building Permit Fees

(Effective April 1, 2025)

## New Construction

Permit fees for new complete building construction will be calculated using the International Code Council (ICC) Building Valuation Data at a rate of \$6 per \$1,000 of construction value

### Steps to calculate fee:

Step 1: Determine the Construction Type and Occupancy Group from ICC Building Valuation Data

Step 2: Find the Construction Cost from ICC Building Valuation Data using total square feet of construction

Step 3: Multiply the Construction Cost by 0.006 to determine the permit fee (\$6 per \$1,000 construction value)

### General Notes:

A. Building permit fees will be updated annually on January 1st to reflect the current published ICC chart

B. Building permit fees for 'Shell Only Construction' will be based on 50% of the calculated building valuation

C. Building permit fees include building inspections, but not Plan Review or Re-inspections.

## Minor Renovation Projects

Minor Renovation Projects (less than \$75,000)	Construction Cost	One & Two-Family Residential	Non-Residential & Multifamily
	Up to \$15,000	\$80	\$100
\$15,001 - \$25,000	\$125	\$150	
\$25,001 - \$50,000	\$200	\$300	
\$50,001 - \$75,000	\$300	\$450	
Extensive Renovation Projects (greater than \$75,000)	Over \$75,000	\$6 per \$1,000 construction value	

## Other Permit Fees

Trade Permit (HVAC - Plumbing - Electric)		\$50
Re-Permit Fee (after 6-months no activity)		\$50
Re-Permit Fee (after 12-months no activity)		Re-Permit Job
Demolition Permit		\$50
Exterior Lighting (Addition - Modification)		\$50
Moving of Structure		\$50
Boarding-up Structure Permit		\$50
Temporary Use Permit (per 20-day period or time specified)		\$100
Portable Accessory Structure (annual for commercial)		\$100
Portable Accessory Structure (residential temporary)		\$25
Telecommunications Towers-Antennas	New Tower (Ground)	\$2,500
	New Rooftop	\$1,000
	Co-Locate on Existing Tower	\$500
Swimming Pool (inground/above-ground)		\$100
Temporary Trailer (Construction - Sales Office)		\$100
Driveway/Parking Area Expansion/Addition (Residential)		\$25
<b>Safety Inspection for Utility Reconnect</b>		
Safety Inspection to Authorize Utility Reconnect	Electric (only)	\$50
	Natural Gas (only)	\$50
	Electric & Natural Gas	\$100
<b>Roofed Accessory Structure / Detached Garage / Storage Building / Shed (Residential)</b>		
Roofed Accessory Structure (Detached Garage, Storage Building, Shed) (includes Plan Review & Certificate of Completion)	120 SF or Less	\$100
	121 SF - 500 SF	\$250
	Over 500 SF	\$350
<b>Uncovered Deck</b>		
Uncoverd Deck (Replace, Expand or Addition) - Includes Plan Review & Certificate of Completion		\$150
<b>Certificate of Occupancy</b>		
Certificate of Completion		\$50
Certificate of Occupancy		\$50
Certificate of Occupancy (additions - remodel)		\$25
Temporary Certificate of Occupancy		\$50

## Building Permit Fees

(Effective April 1, 2025)

Re-Inspections		
Building Permit Re-Inspection Fee	1st Re-Inspection	\$50
	2nd Re-Inspection	\$75
	3rd Re-Inspection	\$100
	4th Re-Inspection	\$125
	5th Re-Inspection	\$150
Sign Permit		
Sign Permit Application Review Fee (per sign type application)		\$25
Temporary Banner Sign/Feather Flag		No Charge
Sign Area	1 to 50 SF	\$50
	51 to 250 SF	\$100
	Over 250 SF	\$150
Building Permit (Sign Installation)		\$6 per \$1,000 construction value (\$50 min.)
Structural/Engineered Drawing Review		\$50
Certificate of Completion		\$50
Plan Review Fees (per review)		
New One- and Two-Family Residential		\$100
Multi-family or Commercial (new or remodel)		\$100
Exterior Lighting (Addition - Modification - Conversion)		\$50
Roofed Accessory Structure (detached garage - storage building - shed)		\$100
Residential Additions - Remodel - Renovation - Repair		\$50
Residential Deck (uncovered)		\$50
Residential Drainage Plan		\$250
Penalty Fees		
Penalty for Sign Installation Prior to Issuance of Approved Sign Permit		200% of Permit Fee
Penalty for Construction Prior to Issuance of Approved Permit		100% of Permit Fee

**DRAFT (V4) 2-27-2025**

**For Adoption Mar 10 2025**

## Occupation Tax (Business Licensing)

(Effective April 1, 2025)

### Occupation Tax Certificate (Business License)\*

Occupation tax is calculated based on gross receipts bracketed classification schedule (below).

#### Steps to calculate tax:

Step 1: Determine the profit Class (1-6) based on the profitability ratio for the business type as defined by the SIC system.

Step 2: Calculate (or project) the businesses 'Gross Receipts' based on a 12-months period.

Step 3: Using the gross receipts in Step 2, lookup the corresponding tax rate for the Class determined in Step 1.

#### Calculation Examples:

A. Class 3 business with (projected) annual gross receipts of \$150,000; the Occupation Tax is \$180.

B. Class 1 business with (projected) annual gross receipts of \$5,000; the Occupation Tax is \$40.

C. Class 5 business with (projected) annual gross receipts of \$502,000; the Occupation Tax is \$830.

D. Class 2 business with (projected) annual gross receipts of \$20,000 (Start Date Aug 1st) ; the Occupation Tax is \$21.25.

#### Notes:

1. All Occupation Tax Certificates EXPIRE Dec 31st annually and MUST be renewed BEFORE Mar 31st to AVOID penalty.

2. If Gross Receipt exceed \$30 Million, multiply Gross Receipts by Tax Rate.

3. Certain practitioners of Professionals may elect to pay a \$300 per practitioner fee in lieu of an occupation tax on gross receipts.

4. New businesses established AFTER July 1st pay one-half (1/2) tax amount determined in Step 3 (above).

5. Maximum annual tax is \$30,000.

### Gross Receipts Bracketed Classification Schedule

RANGE BRACKETS		CLASS / RATE						
At Least	No More Than	1	2	3	4	5	6	
<b>A</b>	0	\$25,000	\$40	\$42.50	\$45	\$47.50	\$50	\$52.50
<b>B</b>	\$25,001	\$50,000	\$50	\$55	\$60	\$65	\$70	\$75
<b>C</b>	\$50,001	\$100,000	\$70	\$80	\$90	\$100	\$110	\$120
<b>D</b>	\$100,001	\$250,000	\$130	\$155	\$180	\$205	\$230	\$255
<b>E</b>	\$250,001	\$500,000	\$230	\$280	\$330	\$380	\$430	\$480
<b>F</b>	\$500,001	\$1,000,000	\$430	\$530	\$630	\$730	\$830	\$930
<b>G</b>	\$1,000,001	\$2,000,000	\$830	\$1,030	\$1,230	\$1,430	\$1,630	\$1,830
<b>H</b>	\$2,000,001	\$5,000,000	\$2,030	\$2,530	\$3,030	\$3,530	\$4,030	\$4,530
<b>I</b>	\$5,000,001	\$7,500,000	\$3,030	\$3,780	\$4,530	\$5,280	\$6,030	\$6,780
<b>J</b>	\$7,500,001	\$10,000,000	\$4,030	\$5,030	\$6,030	\$7,030	\$8,030	\$9,030
<b>K</b>	\$10,000,001	\$12,500,000	\$5,030	\$6,280	\$7,530	\$8,780	\$10,030	\$11,280
<b>L</b>	\$12,500,001	\$15,000,000	\$6,030	\$7,530	\$9,030	\$10,530	\$12,030	\$13,530
<b>M</b>	\$15,000,001	\$17,500,000	\$7,030	\$8,780	\$10,530	\$12,280	\$14,030	\$15,780
<b>N</b>	\$17,500,001	\$20,000,000	\$8,030	\$10,030	\$12,030	\$14,030	\$16,030	\$18,030
<b>O</b>	\$20,000,001	\$22,500,000	\$9,030	\$11,280	\$13,530	\$15,780	\$18,030	\$20,280
<b>P</b>	\$22,500,001	\$25,000,000	\$10,030	\$12,530	\$15,030	\$17,530	\$20,030	\$22,530
<b>Q</b>	\$25,000,001	\$27,500,000	\$11,030	\$13,780	\$16,530	\$19,280	\$22,030	\$24,780
<b>R</b>	\$27,500,001	\$30,000,000	\$12,030	\$15,030	\$18,030	\$21,030	\$24,030	\$27,030
<b>S</b>	\$30,000,001	and over	0.040%	0.050%	0.060%	0.070%	0.080%	0.090%

#### Massage / Spa Establishment License

##### New or Renewal Massage / Spa Establishment License (annual)\*

Before July 1st	\$100
After July 1st	\$50

#### Short-Term Rental License

##### New or Renewal Short-Term Rental License (annual)\*

New License	\$250
Renewal	\$100

#### Depository Financial Institution License

##### Depository Financial Institution Business License Tax (annual)\*

Percent Gross Receipts	0.25%
Min.	\$1,000

#### Insurer License

##### New or Renewal Insurance License (annual)\*

1st Office	\$75
Each Add'l Office	\$75
Per Insurer	\$75

#### \*License Expiration Dates

License Type	Expiration Date	Penalty Beginning
Occupation Tax Certificate	Dec 31st	Apr 2nd
Occupation Tax Certificate (Attorneys)	Dec 31st	Jun 1st
Massage / Spa Establishment License	Mar 31st	Apr 2nd
Short-Term Rental License	Dec 31st	Jan 1st
Depository Financial Institution Business License	Mar 1st	-
Insurance License	Dec 31st	-

# Alcoholic Beverage Licensing

(Effective April 1, 2025)

## For On Premises and Off-Premises Consumption

Retail Dealers			
<b>Retail Dealers for Consumption ON PREMISES</b>	Distilled Sprints (first fixed bar only)		\$5,000
	- Additional Fixed Bar (each)		\$500
	- Moveable Bar (each)		\$100
	Beer (only)		\$750
	Wine (only)		\$750
	Beer and Wine (only)		\$1,500
	Beer, Wine & Distilled Sprints		\$6,500
<b>Retail Dealers for Consumption OFF PREMISES</b>	Beer (only)		\$500
	Wine (only)		\$500
	Beer and Wine (only)		\$1,000
	Distilled Sprints (only)		\$5,000
	Beer, Wine & Distilled Sprints		\$6,000
Non-Profit Private Club			
<b>Non-Profit Private Club for Consumption ON PREMISES</b>	Distilled Sprints (only)		\$700
	Beer (only)		\$120
	Wine (only)		\$120
	Beer and Wine (only)		\$240
	Beer, Wine & Distilled Sprints		\$940
Manufacturing			
<b>Brewery, Winery, or Farm Winery</b>			\$570
Outdoor Alcohol Drinking Area Permit (Single Event Fee)			
<b>Destination Marketing Organization of the City of Snellville (or designated alcohol provider)</b>	Per Event	\$50	
<b>Non-Profit Organizations</b>	Per Event	\$250	
<b>All other</b>	Per Event	\$1 per SF or \$2,000, whichever is greater	
Supplemental License (in addition to Retail Dealer License)			
<b>Brewpub License</b>			\$100
<b>Farm Winery Tasting Room License</b>			\$100
<b>Wine Tasting Event License</b>			\$100
Alcoholic Beverage Caterer Pouring Permit			
<b>Alcoholic Beverage Caterer Pouring Permit (per special or temporary event)</b>			\$50
Other License/Permit Types			
<b>Art Shop B-Y-O-B (annual)</b>			\$500
<b>Personal Service Amenity License (annual)</b>	Beer (only)		\$250
	Wine (only)		\$250
	Beer & Wine		\$500
<b>Temporary Special Event Permit (not to exceed 3-days/6 permits per calendar year)</b>			\$50
<b>Home Brew Event License (up to 5 events per calendar year)</b>			\$50
Alcohol Excise Tax			
<b>Per Drink Excise Tax on Distilled Spirits (Paid by Retailer)</b>			3% of Retail Price of Drink
<b>Wholesale Sales to Retailers (Paid by Wholesaler)</b>	Malt Beverage/Beer	By the Barrel	\$12 per 31 gal
		By the Bottle/Can	\$0.0041666 per oz.
	Wine	By the Package	\$0.22 per liter
	Distilled Spirits	By the Package	\$0.22 per liter

# Alcoholic Beverage Licensing

(Effective March 1, 2025)

## Other Fees

Hotel/Motel In-Room Service (annual)		\$100
Transfer of Licensed Location (no change in ownership)		\$300
Administrative Fee (new applications)		\$200
Applicant Investigation By Snellville Police Dept. (per person)	Fingerprinting	\$45
	Background	\$10

**DRAFT (V4) 2-27-2025**

**For Adoption Mar 10 2025**

**CITY OF SNELLVILLE**  
**Department of Planning and Development**  
**Fee Schedule Including Alcoholic Beverage License Fees**

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**Massage/Spa Establishment Licenses**

New or Renewal Massage/Spa Establishment License.....	\$ 50.00
New Massage/Spa Establishment License established after July 1.....	25.00

**Short-Term Rental Licenses**

New Short-Term Rental License.....	\$ 250.00
Renewal Short-Term Rental License.....	100.00

**Publications**

Unified Development Ordinance.....	\$ 200.00
Comprehensive Plan.....	25.00
City Wall Map.....	10.00
All BW documents (per page).....	0.10
All 8-1/2" x 11" color documents per page.....	1.00
Zoning Certification/Verification Letter (per tax parcel).....	100.00
Zoning Certification Letter (for Used Motor Vehicle Dealers).....	10.00
Occupation Tax License List.....	20.00
Color Maps.....	20.00
Postage for Mailing of Publications.....	Amount of Postage

**Sign Permit**

Sign Review Fee (per review).....	\$ 15.00
1 to 50 sq. ft. (sign area).....	50.00
51 to 100 sq. ft. (sign area).....	100.00
101 to 150 sq. ft. (sign area).....	150.00
151 to 200 sq. ft. (sign area).....	200.00
200 to 250 sq. ft. (sign area).....	250.00

**Applications**

**A. Zoning:**

1. Less than one acre.....	\$ 500.00
2. 1 to 5 acres.....	560.00
3. 5 to 10 acres.....	800.00
4. 10 to 15 acres.....	1,050.00
5. 15 to 20 acres.....	1,350.00
6. Over 20 acres.....	1,900.00

**B. Public Notice Sign (includes posting and removal by the City):**

1. Per single-faced sign.....	75.00
2. Per double-faced sign.....	125.00

**C. Special Use Permit:**

1. Without rezoning application.....	500.00
2. With rezoning application.....	250.00

**D. Land Use Plan Amendment..... 300.00**

**CITY OF SNELLVILLE**  
**Department of Planning and Development**  
**Fee Schedule Including Alcoholic Beverage License Fees**

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**Applications (contined):**

E. Ordinance/Regulation Text Amendment.....	\$ 200.00
F. Board of Appeals Variance, Waiver, Appeal.....	200.00
G. Administrative Variance.....	100.00
H. Annexation.....	125.00
I. Condition of Zoning Change.....	500.00
J. Temporary Use Permit (20-day period or time specified).....	100.00
K. Portable Accessory Structure (annual - commercial only).....	50.00
L. Portable Accessory Structure (residential).....	25.00
M. Adult Entertainment License (annual).....	750.00
N. Notices to Adjoining Property Owners (per item, per mailing).....	15.00
O. Temporary Consumer Fireworks Retail Sales Stand (expires January 31 after issuance).....	500.00
P. Change in Conditions.....	500.00

**Development Plan Review (per submittal)**

<b>A. Single Family Residential Plan Review:</b>	
1. Preliminary Plat Plan Review (w/construction documents).....	\$ 500.00
2. Final Plat Plan Review.....	500.00
3. Exemption Plat Plan Review.....	50.00
<b>B. Non-Residential and Multi-Family Residential Plan Review:</b>	
1. Preliminary Plat Plan Review (w/construction documents).....	500.00
2. Final Plat Plan Review.....	500.00
3. Site/Development Plan Review.....	500.00
<b>C. Other Plan Reviews:</b>	
1. Minor Review (clearing, clearing & grubbing, grading, minor building additions).....	400.00
2. Revision of plan/plat (after initial approval).....	50% of original fee
3. Residential Drainage Plan.....	250.00

**Development Permit Fees**

<b>A. Single-Family Residential Subdivision (\$50.00 minimum):</b>	
1. Clearing, Clearing and Grubbing, and Grading (per acre).....	\$ 50.00
2. Development Permit (per lot).....	50.00
<b>B. Non-residential/Multi-Family/Mixed-Use Development (\$50.00 minimum):</b>	
1. Clearing, Clearing & Grubbing, and Grading (per acre).....	50.00
2. Development Permit (multi-family) (per unit).....	40.00
3. Development Permit (non-residential) (per disturbed acre, \$150.00 minimum).....	150.00



**CITY OF SNELLVILLE**  
**Department of Planning and Development**  
**Fee Schedule Including Alcoholic Beverage License Fees**

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**Re-Permitting Fees (Development Permits)**

- A. After Expiration Date:
  - 1. Single Family.....\$ 50.00
  - 2. Non-residential/multi-family.....¼ original fee
  - 3. All others.....¼ original fee
- B. After revocation.....Double original fee

**Building Plan Review Fees (per submittal)**

- A. New Residential, ≥3000 sq. ft.....\$ 100.00
- B. New Residential, <3000 sq. ft..... 75.00
- C. Residential Additions/Renovations..... 50.00
- D. Commercial/Multi-Family, ≤\$25,000 Construction Cost..... 50.00
- E. Commercial/Multi-Family, >\$25,000 Construction Cost..... 100.00

**Building Permits**

Unless otherwise stated below, minimum fees shall be \$50.00. Calculated construction costs are follows:

- A. One & Two Family Residential:
  - 1. Construction Calculation Cost.....ICC Building Valuation Data
  - 2. Permit Fee.....\$6 per \$1,000, Construction Calculation Cost
  - 3. Certificate of Occupancy (additions/renovations).....\$ 25.00
  - 4. Certificate of Occupancy (new construction)..... 50.00
- B. Non-Residential and Multi-Family:
  - 1. Construction Calculation Cost.....ICC Building Valuation Data
  - 2. Permit Fee.....\$6 per \$1,000, Construction Calculation Cost
  - 3. Safety Inspection for Utility Reconnect.....\$ 25.00
  - 4. Certificate of Occupancy..... 50.00
- C. Cell Towers/Antennas:
  - 1. New Tower (ground mounted).....\$ 750.00
  - 2. Rooftop Tower.....375.00
  - 3. Co-locating on existing tower..... 375.00
- D. Other/Miscellaneous:
  - 1. Accessory Structures (\$25.00 minimum).....\$6 per \$1,000, Construction Calculation Cost
  - 2. Swimming Pool:
    - a. Above-Ground.....\$ 50.00
    - b. In-Ground.....100.00
  - 3. Temporary Construction/Sales Office..... 50.00
  - 4. Demolition Permit..... 50.00
  - 5. Tennis Courts or Similar Facilities (per court)..... 100.00
  - 6. Replacement Permit Card..... 25.00

**CITY OF SNELLVILLE**  
**Department of Planning and Development**  
**Fee Schedule Including Alcoholic Beverage License Fees**

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**Building Permits (continued):**

- 7. HVAC, Electric & Plumbing permits.....\$ 30.00
- 8. Re-Permit Fees:
  - a. No activity after six (6) months.....\$ 50.00
  - b. No activity after twelve (12) months.....Re-permit job
  - c. After revocation.....Double original permit fee
- 9. Re-Inspection Fees:
  - a. 1<sup>st</sup> re-inspection.....\$ 50.00
  - b. 2<sup>nd</sup> re-inspection.....75.00
  - c. 3<sup>rd</sup> re-inspection.....100.00
  - d. 4<sup>th</sup> re-inspection.....125.00
  - e. 5<sup>th</sup> re-inspection.....150.00
  - f. Subsequent re-inspections after the 5<sup>th</sup> re-inspection..... 150.00

**Subdivision Development Sign Fees (each)**

- 1. 24” Stop Sign, Street Sign(s), post, and sign bracket.....\$ 165.00
- 2. 30” Stop Sign, Street Signs(s), post, and bracket..... 175.00
- 3. Speed limit sign, post, bracket with Watch for Children..... 100.00
- 4. Speed limit sign, post, bracket..... 80.00
- 5. 30” Yield Sign, post, bracket..... 60.00
- 6. No Outlet sign..... 25.00

**Tree Replacement Fund Donation**

Contribution per 1.0 unit of density credit required.....\$1,000.00

**Alcoholic Beverage License (annual fee)<sup>1</sup>**

**A. Retail dealers for consumption ON PREMISES:**

- 1. Distilled Spirits
  - a. First Fixed Bar.....\$5,000.00
  - b. Additional Fixed Bar (each).....500.00
  - c. Movable Bar (each).....100.00
- 2. Beer (only)..... 750.00
- 3. Wine (only)..... 750.00
- 4. Beer and Wine..... 1,500.00

**B. Retail dealers sold in original unopened packages for consumption OFF PREMISES:**

- 1. Distilled Spirits (only).....\$5,000.00
- 2. Beer (only)..... 500.00
- 3. Wine (only)..... 500.00

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<sup>1</sup> Sec. 2-17(b): All licenses granted hereunder shall be for the calendar year. For initial application, the license fee shall be prorated based on the quarter of the year in which the City receives the application, except for applications for temporary licenses, which shall not be prorated. The four quarters of the year shall be deemed to start on the first of January, April, July and October. [Ordinance No. 2015-06 – 4-27-2015]

**CITY OF SNELLVILLE**  
**Department of Planning and Development**  
**Fee Schedule Including Alcoholic Beverage License Fees**

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**Alcoholic Beverage Licences (continued):**

4. Beer and Wine.....	\$1,000.00
5. Beer, Wine, and Distilled Spirits.....	6,000.00
C. Non-profit private club for consumption ON PREMISES:	
1. Distilled Spirits.....	\$ 700.00
2. Beer (only).....	120.00
3. Wine (only).....	120.00
4. Beer and Wine.....	240.00
5. Beer, Wine, and Distilled Spirits.....	940.00
D. Manufacturing (Brewery, Winery, or Farm Winery).....	\$ 570.00
E. Other fees:	
1. Hotel/Motel in-room service (annual).....	\$ 100.00
2. Transfer of Location (no ownership change).....	300.00
3. Filing fee for appeal to Board of Appeals.....	200.00
4. Administrative Fee.....	200.00
5. Investigative Fee (Background Check).....	40.00
6. Outdoor Alcohol Drinking Area Permit (Single Event Fee)	
a. The Destination Marketing Organization of the City of Snellville or its designated alcohol provider, as defined by the Georgia Secretary of State (per event).....	50.00
b. Non-profit organizations, as defined by the Georgia Secretary of State (per event)...	250.00
b. All other applicants shall pay a fee of \$1.00 per sq. ft. or \$2,000.00, whichever is greater.	
7. Art Shop Bring Your Own Bottle License (annual standalone).....	500.00
8. Personal Service Amenity License (Beer and/or Wine only) (annual standalone).....	250.00
9. Home Brew Event License (standalone - up to five per year).....	50.00
10. Special Event (Fee determined by the Director of Planning and Development).....	25.00 - 75.00
11. Brewpub License (supplemental license).....	100.00
12. Farm Winery Tasting Room License (supplemental license).....	100.00
13. Wine Tasting Event License (supplemental license).....	100.00

# 2011 OCCUPATION TAX FEE SCHEDULE

## GROSS RECEIPTS BRACKETED CLASSIFICATION SCHEDULE

	RANGE BRACKETS		CLASS / RATE					
	At Least	No More Than	1 0.040%	2 0.050%	3 0.060%	4 0.070%	5 0.080%	6 0.090%
<b>A</b>	0	\$25,000	\$40	\$42.50	\$45	\$47.50	\$50	\$52.50
<b>B</b>	\$25,001	\$50,000	\$50	\$55	\$60	\$65	\$70	\$75
<b>C</b>	\$50,001	\$100,000	\$70	\$80	\$90	\$100	\$110	\$120
<b>D</b>	\$100,001	\$250,000	\$130	\$155	\$180	\$205	\$230	\$255
<b>E</b>	\$250,001	\$500,000	\$230	\$280	\$330	\$380	\$430	\$480
<b>F</b>	\$500,001	\$1,000,000	\$430	\$530	\$630	\$730	\$830	\$930
<b>G</b>	\$1,000,001	\$2,000,000	\$830	\$1,030	\$1,230	\$1,430	\$1,630	\$1,830
<b>H</b>	\$2,000,001	\$5,000,000	\$2,030	\$2,530	\$3,030	\$3,530	\$4,030	\$4,530
<b>I</b>	\$5,000,001	\$7,500,000	\$3,030	\$3,780	\$4,530	\$5,280	\$6,030	\$6,780
<b>J</b>	\$7,500,001	\$10,000,000	\$4,030	\$5,030	\$6,030	\$7,030	\$8,030	\$9,030
<b>K</b>	\$10,000,001	\$12,500,000	\$5,030	\$6,280	\$7,530	\$8,780	\$10,030	\$11,280
<b>L</b>	\$12,500,001	\$15,000,000	\$6,030	\$7,530	\$9,030	\$10,530	\$12,030	\$13,530
<b>M</b>	\$15,000,001	\$17,500,000	\$7,030	\$8,780	\$10,530	\$12,280	\$14,030	\$15,780
<b>N</b>	\$17,500,001	\$20,000,000	\$8,030	\$10,030	\$12,030	\$14,030	\$16,030	\$18,030
<b>O</b>	\$20,000,001	\$22,500,000	\$9,030	\$11,280	\$13,530	\$15,780	\$18,030	\$20,280
<b>P</b>	\$22,500,001	\$25,000,000	\$10,030	\$12,530	\$15,030	\$17,530	\$20,030	\$22,530
<b>Q</b>	\$25,000,001	\$27,500,000	\$11,030	\$13,780	\$16,530	\$19,280	\$22,030	\$24,780
<b>R</b>	\$27,500,001	\$30,000,000	\$12,030	\$15,030	\$18,030	\$21,030	\$24,030	\$27,030
<b>S</b>	\$30,000,001	and over	*	*	*	*	*	*

\* If Gross Receipts exceed \$30,000,001, multiply Rate times Gross Receipts for Business Tax Class. Round to nearest dollar. Maximum Tax is \$30,000.

### **Professional Practitioners:**

Certain Practitioners of Professions may elect to pay a \$300 per practitioner fee in lieu of paying an occupation tax on gross receipts.

### **Penalties:**

Every person(s), corporation or company engaging in a business taxed under this chapter who fails to apply for a license and pay the business and occupation tax by April 1st of any given year shall be assessed a penalty in the amount of 10% of the regular tax at the time of payment or \$25, whichever sum is greater.

### **Interest:**

Interest at 1.5% for each month or partial month of delinquency shall also be included.

### **Financial Institution and Insurer Fees:**

The minimum annual amount of business license tax for any Depository Financial Institutions shall be \$1,000. The annual amount of business license tax for any Insurer shall be \$75.

## TAX RATES EFFECTIVE JUNE 11, 2007

**STATE OF GEORGIA**  
**CITY OF SNELLVILLE**

**RESOLUTION NO. 2025-02**

**A RESOLUTION TO ADOPT A REVISED FEE SCHEDULE  
FOR THE PLANNING AND DEVELOPMENT DEPARTMENT  
OF THE CITY OF SNELLVILLE, GEORGIA**

**WHEREAS**, the Planning and Development Department for the City of Snellville, Georgia is responsible to ensure and regulate the design and permitting of land subdivision, site development, buildings and structures in the City of Snellville and to provide for the administration and enforcement of the Georgia State Minimum Codes for Construction; and

**WHEREAS**, the Planning and Development Department for the City of Snellville, Georgia is responsible for the processing of applications for annexation, amendments to the Official Zoning Map and Future Land Use Map, Change in Conditions and variances and waivers from the Unified Development Ordinance for approval consideration by the Mayor and Council or Zoning Board of Appeals; and

**WHEREAS**, the Planning and Development Department for the City of Snellville, Georgia is responsible for the administration of applications and licensing for Occupation Tax Certificate, Massage and Spa Establishment, Short-Term Rental, and alcoholic beverages in the City of Snellville; and

**WHEREAS**, the City of Snellville, Georgia, from time to time, revises its Planning and Development Fee Schedule for various permits, taxes, fees, and licenses; and

**WHEREAS**, the Mayor and Council of the City of Snellville desire to revise the current Planning and Development Fee Schedule last amended February 27, 2023 for city services, administrative and regulatory fees, license fees, permit fees which are established for the purposes of financing, in whole or part, the city's operating expenses; and,

**WHEREAS**, the Mayor and City Council of the City of Snellville have studied and reviewed the city's cost to provide various services including but not limited to plan review, permitting, site development and building inspections, business and alcohol licensing, and special event permitting and have established a fee schedule to cover the cost of the services.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Snellville, Georgia, sitting in regular session on March 10, 2025, that the fee schedule for the Planning and Development Department is adopted as amended per Exhibit "A" and is effective April 1, 2025.

**SO RESOLVED** this 10<sup>th</sup> day of March, 2025.

\_\_\_\_\_  
Barbara Bender, Mayor

*ATTEST:*

\_\_\_\_\_  
Tod Warner, Mayor Pro Tem

\_\_\_\_\_  
Melisa Arnold, City Clerk

\_\_\_\_\_  
Norman A. Carter, Jr., Council Member

*APPROVED AS TO FORM:*

\_\_\_\_\_  
Kerry Hetherington, Council Member

\_\_\_\_\_  
Jay Crowley, City Attorney  
Powell & Crowley, LLP

\_\_\_\_\_  
Cristy Lenski, Council Member

\_\_\_\_\_  
Gretchen Schulz, Council Member

EXHIBIT "A"

# Planning & Zoning Fees

(Effective April 1, 2025)

## Rezoning - Special Use Permit - Future Land Use Map Amendment\* - Change-in-Conditions Application Fees

### Single-family (RS-5, RS-15, RS-30, R-DU, R-TH, RO, PRC, Build-to-Rent)

Less than 1 Acres	1 to 5 Acres	5 to 10 Acres	10 to 15 Acres	15 to 20 Acres	Over 20 Acres
\$500	\$650	\$800	\$1,100	\$1,500	\$2,000 + \$25/acre over 20 acres

### Multi-family and Special Residential (RM and RX)

Less than 1 Acres	1 to 5 Acres	5 to 10 Acres	10 to 15 Acres	15 to 20 Acres	Over 20 Acres
\$750	\$1,000	\$1,500	\$2,000	\$2,500	\$2,750 + \$40/acre over 20 acres

### Non-Residential (OP, CI, BG, HSB, NR, LM)

Less than 1 Acres	1 to 5 Acres	5 to 10 Acres	10 to 15 Acres	15 to 20 Acres	Over 20 Acres
\$750	\$1,000	\$1,500	\$2,000	\$2,500	\$3,000 + \$50/acre over 20 acres

### Mixed-Use (TC-MU, TC-R, TCO)

Less than 1 Acres	1 to 5 Acres	5 to 10 Acres	10 to 15 Acres	15 to 20 Acres	Over 20 Acres
\$750	\$1,000	\$1,500	\$2,000	\$2,500	\$3,000 + \$50/acre over 20 acres

### Fee Calculation Example

*4.25 acres rezoned to BG with Special Use Permit and \*FLUM amendment: and 3 Variances from UDO  
Fee Calculation = \$1,000 + \$1,000 + \$400 + \$300 = \$2,700 (plus public notification Fees)*

<b>Concurrent Variance/Waiver Request (Rezoning, Special Use Permit, Change in Conditions)</b>	\$100 (ea.)
--	-------------

### Variance, Waiver and Appeal Applications

<b>Zoning Variances &amp; Waiver Application</b>	Single-Family Residential	\$250
	Multi-Family Residential	\$450
	Non-Residential and Mixed-Use	\$700
	Each Additional Variance/Waiver Req.	\$100
<b>Administrative Variance Application</b>	Single-Family Residential	\$100
	Multi-Family Residential	\$350
	Non-Residential and Mixed-Use	\$500
<b>Stream Buffer Variance Application</b>	Single-family Residential	\$250
	Non-Residential, Multi-Family, Mixed-Use	\$500
<b>Appeal the Decision of the Planning Director</b>		\$100

### Public Notification Fees

Legal Ad Publication for Public Hearing (per each public hearing date)	\$50
Public Notice Sign Fee (per sign)	\$100
Public Hearing Notification Mailing (per adjoining property owner, per public hearing)	\$20

### Miscellaneous Fees

Future Land Use Map Amendment (FLUM) *	40% Rezoning Fee
Annexation (100% Method)	\$125
Annexation (60% Method)	\$500
Ordinance/Regulation Text Amendment	\$250
Each Concurrent Variance and Waiver (Rezoning, Special Use Permit, Change in Conditions)	\$100
Zoning Certification Letter (per contiguous tax parcel)	\$100
Zoning Certification for New/Used Auto Broker	\$25



## Land Development Fees

(Effective April 1, 2025)

Application, Permit, or Service Type	Plan Review Fee	Permit or Plat Fee
<b>Limited Land Disturbance Plan Review &amp; Permit Fees</b>		
Clearing Permit	\$400	\$50/Acre (\$250 min.)
Clearing and Grubbing Permit	\$400	\$50/Acre (\$250 min.)
Grading Permit	\$400	\$50/Acre (\$250 min.)
Land Disturbance Renewal	N/A	\$50
Land Disturbance Extension (one 3-month ext prior to expiration)	N/A	\$50
Residential Drainage Plan	\$250	N/A
<b>Site Development Plan Review &amp; Permit Fees</b>		
Development Plans WITH Subdivision	Minor Subdivision (5 or fewer lots)	\$500
	Subdivision Development Permit	\$500
	Final Plat	\$250
Development Plans WITHOUT Subdivision	\$500	\$150/Acre (Min. \$1,000)
Development Permit Renewal	N/A	\$150
Development Permit Extension Fee	N/A	\$150
Development Permit Plan Resubmittal/Re-Review (each)	\$500	N/A
Minor Plan Revision (after permit issuance or plan approval)	N/A	20% of Total Plan Review Fee
Major Plan Revision (after permit issuance or plan approval)	N/A	50% of Total Plan Review Fee
<b>Miscellaneous Development Fees</b>		
Modification Application		\$100
Unified Development Ordinance Waiver Application		\$250
Driveway/Parking Area Expansion/Addition (Residential)		\$25
Communications Utility Right-of-Way Encroachment Permit		\$50
Tree Removal Permit (Non-Residential)		\$50
<b>Tree Replacement Fund Donation</b>		
Contribution Per 1.0 Unit of Density Credit Required		\$1,000
<b>Penalty Fees</b>		
Penalty for Site Activity Prior to Issuance of Permit		100% of the Permit Fee

DRAFT (V4) 2-27-2025

For Adoption Mar 10 2025

# Building Permit Fees

(Effective April 1, 2025)

## New Construction

Permit fees for new complete building construction will be calculated using the International Code Council (ICC) Building Valuation Data at a rate of \$6 per \$1,000 of construction value

### Steps to calculate fee:

Step 1: Determine the Construction Type and Occupancy Group from ICC Building Valuation Data

Step 2: Find the Construction Cost from ICC Building Valuation Data using total square feet of construction

Step 3: Multiply the Construction Cost by 0.006 to determine the permit fee (\$6 per \$1,000 construction value)

### General Notes:

A. Building permit fees will be updated annually on January 1st to reflect the current published ICC chart

B. Building permit fees for 'Shell Only Construction' will be based on 50% of the calculated building valuation

C. Building permit fees include building inspections, but not Plan Review or Re-inspections.

## Minor Renovation Projects

Minor Renovation Projects (less than \$75,000)	Construction Cost	One & Two-Family Residential	Non-Residential & Multifamily
	Up to \$15,000	\$80	\$100
\$15,001 - \$25,000	\$125	\$150	
\$25,001 - \$50,000	\$200	\$300	
\$50,001 - \$75,000	\$300	\$450	
Extensive Renovation Projects (greater than \$75,000)	Over \$75,000	\$6 per \$1,000 construction value	

## Other Permit Fees

Trade Permit (HVAC - Plumbing - Electric)		\$50
Re-Permit Fee (after 6-months no activity)		\$50
Re-Permit Fee (after 12-months no activity)		Re-Permit Job
Demolition Permit		\$50
Exterior Lighting (Addition - Modification)		\$50
Moving of Structure		\$50
Boarding-up Structure Permit		\$50
Temporary Use Permit (per 20-day period or time specified)		\$100
Portable Accessory Structure (annual for commercial)		\$100
Portable Accessory Structure (residential temporary)		\$25
Telecommunications Towers-Antennas	New Tower (Ground)	\$2,500
	New Rooftop	\$1,000
	Co-Locate on Existing Tower	\$500
Swimming Pool (inground/above-ground)		\$100
Temporary Trailer (Construction - Sales Office)		\$100
Driveway/Parking Area Expansion/Addition (Residential)		\$25
<b>Safety Inspection for Utility Reconnect</b>		
Safety Inspection to Authorize Utility Reconnect	Electric (only)	\$50
	Natural Gas (only)	\$50
	Electric & Natural Gas	\$100
<b>Roofed Accessory Structure / Detached Garage / Storage Building / Shed (Residential)</b>		
Roofed Accessory Structure (Detached Garage, Storage Building, Shed) (includes Plan Review & Certificate of Completion)	120 SF or Less	\$100
	121 SF - 500 SF	\$250
	Over 500 SF	\$350
<b>Uncovered Deck</b>		
Uncoverd Deck (Replace, Expand or Addition) - Includes Plan Review & Certificate of Completion		\$150
<b>Certificate of Occupancy</b>		
Certificate of Completion		\$50
Certificate of Occupancy		\$50
Certificate of Occupancy (additions - remodel)		\$25
Temporary Certificate of Occupancy		\$50

## Building Permit Fees

(Effective April 1, 2025)

Re-Inspections		
Building Permit Re-Inspection Fee	1st Re-Inspection	\$50
	2nd Re-Inspection	\$75
	3rd Re-Inspection	\$100
	4th Re-Inspection	\$125
	5th Re-Inspection	\$150
Sign Permit		
Sign Permit Application Review Fee (per sign type application)		\$25
Temporary Banner Sign/Feather Flag		No Charge
Sign Area	1 to 50 SF	\$50
	51 to 250 SF	\$100
	Over 250 SF	\$150
Building Permit (Sign Installation)		\$6 per \$1,000 construction value (\$50 min.)
Structural/Engineered Drawing Review		\$50
Certificate of Completion		\$50
Plan Review Fees (per review)		
New One- and Two-Family Residential		\$100
Multi-family or Commercial (new or remodel)		\$100
Exterior Lighting (Addition - Modification - Conversion)		\$50
Roofed Accessory Structure (detached garage - storage building - shed)		\$100
Residential Additions - Remodel - Renovation - Repair		\$50
Residential Deck (uncovered)		\$50
Residential Drainage Plan		\$250
Penalty Fees		
Penalty for Sign Installation Prior to Issuance of Approved Sign Permit		200% of Permit Fee
Penalty for Construction Prior to Issuance of Approved Permit		100% of Permit Fee

**DRAFT (V4) 2-27-2025**

**For Adoption Mar 10 2025**

## Occupation Tax (Business Licensing)

(Effective April 1, 2025)

### Occupation Tax Certificate (Business License)\*

Occupation tax is calculated based on gross receipts bracketed classification schedule (below).

#### Steps to calculate tax:

Step 1: Determine the profit Class (1-6) based on the profitability ratio for the business type as defined by the SIC system.

Step 2: Calculate (or project) the businesses 'Gross Receipts' based on a 12-months period.

Step 3: Using the gross receipts in Step 2, lookup the corresponding tax rate for the Class determined in Step 1.

#### Calculation Examples:

A. Class 3 business with (projected) annual gross receipts of \$150,000; the Occupation Tax is \$180.

B. Class 1 business with (projected) annual gross receipts of \$5,000; the Occupation Tax is \$40.

C. Class 5 business with (projected) annual gross receipts of \$502,000; the Occupation Tax is \$830.

D. Class 2 business with (projected) annual gross receipts of \$20,000 (Start Date Aug 1st) ; the Occupation Tax is \$21.25.

#### Notes:

1. All Occupation Tax Certificates EXPIRE Dec 31st annually and MUST be renewed BEFORE Mar 31st to AVOID penalty.

2. If Gross Receipt exceed \$30 Million, multiply Gross Receipts by Tax Rate.

3. Certain practitioners of Professionals may elect to pay a \$300 per practitioner fee in lieu of an occupation tax on gross receipts.

4. New businesses established AFTER July 1st pay one-half (1/2) tax amount determined in Step 3 (above).

5. Maximum annual tax is \$30,000.

### Gross Receipts Bracketed Classification Schedule

RANGE BRACKETS		CLASS / RATE						
At Least	No More Than	1	2	3	4	5	6	
<b>A</b>	0	\$25,000	\$40	\$42.50	\$45	\$47.50	\$50	\$52.50
<b>B</b>	\$25,001	\$50,000	\$50	\$55	\$60	\$65	\$70	\$75
<b>C</b>	\$50,001	\$100,000	\$70	\$80	\$90	\$100	\$110	\$120
<b>D</b>	\$100,001	\$250,000	\$130	\$155	\$180	\$205	\$230	\$255
<b>E</b>	\$250,001	\$500,000	\$230	\$280	\$330	\$380	\$430	\$480
<b>F</b>	\$500,001	\$1,000,000	\$430	\$530	\$630	\$730	\$830	\$930
<b>G</b>	\$1,000,001	\$2,000,000	\$830	\$1,030	\$1,230	\$1,430	\$1,630	\$1,830
<b>H</b>	\$2,000,001	\$5,000,000	\$2,030	\$2,530	\$3,030	\$3,530	\$4,030	\$4,530
<b>I</b>	\$5,000,001	\$7,500,000	\$3,030	\$3,780	\$4,530	\$5,280	\$6,030	\$6,780
<b>J</b>	\$7,500,001	\$10,000,000	\$4,030	\$5,030	\$6,030	\$7,030	\$8,030	\$9,030
<b>K</b>	\$10,000,001	\$12,500,000	\$5,030	\$6,280	\$7,530	\$8,780	\$10,030	\$11,280
<b>L</b>	\$12,500,001	\$15,000,000	\$6,030	\$7,530	\$9,030	\$10,530	\$12,030	\$13,530
<b>M</b>	\$15,000,001	\$17,500,000	\$7,030	\$8,780	\$10,530	\$12,280	\$14,030	\$15,780
<b>N</b>	\$17,500,001	\$20,000,000	\$8,030	\$10,030	\$12,030	\$14,030	\$16,030	\$18,030
<b>O</b>	\$20,000,001	\$22,500,000	\$9,030	\$11,280	\$13,530	\$15,780	\$18,030	\$20,280
<b>P</b>	\$22,500,001	\$25,000,000	\$10,030	\$12,530	\$15,030	\$17,530	\$20,030	\$22,530
<b>Q</b>	\$25,000,001	\$27,500,000	\$11,030	\$13,780	\$16,530	\$19,280	\$22,030	\$24,780
<b>R</b>	\$27,500,001	\$30,000,000	\$12,030	\$15,030	\$18,030	\$21,030	\$24,030	\$27,030
<b>S</b>	\$30,000,001	and over	0.040%	0.050%	0.060%	0.070%	0.080%	0.090%

#### Massage / Spa Establishment License

##### New or Renewal Massage / Spa Establishment License (annual)\*

Before July 1st	\$100
After July 1st	\$50

#### Short-Term Rental License

##### New or Renewal Short-Term Rental License (annual)\*

New License	\$250
Renewal	\$100

#### Depository Financial Institution License

##### Depository Financial Institution Business License Tax (annual)\*

Percent Gross Receipts	0.25%
Min.	\$1,000

#### Insurer License

##### New or Renewal Insurance License (annual)\*

1st Office	\$75
Each Add'l Office	\$75
Per Insurer	\$75

#### \*License Expiration Dates

License Type	Expiration Date	Penalty Beginning
Occupation Tax Certificate	Dec 31st	Apr 2nd
Occupation Tax Certificate (Attorneys)	Dec 31st	Jun 1st
Massage / Spa Establishment License	Mar 31st	Apr 2nd
Short-Term Rental License	Dec 31st	Jan 1st
Depository Financial Institution Business License	Mar 1st	-
Insurance License	Dec 31st	-

# Alcoholic Beverage Licensing

(Effective April 1, 2025)

## For On Premises and Off-Premises Consumption

Retail Dealers			
<b>Retail Dealers for Consumption ON PREMISES</b>	Distilled Sprints (first fixed bar only)		\$5,000
	- Additional Fixed Bar (each)		\$500
	- Moveable Bar (each)		\$100
	Beer (only)		\$750
	Wine (only)		\$750
	Beer and Wine (only)		\$1,500
	Beer, Wine & Distilled Sprints		\$6,500
<b>Retail Dealers for Consumption OFF PREMISES</b>	Beer (only)		\$500
	Wine (only)		\$500
	Beer and Wine (only)		\$1,000
	Distilled Spirits (only)		\$5,000
	Beer, Wine & Distilled Spirits		\$6,000
Non-Profit Private Club			
<b>Non-Profit Private Club for Consumption ON PREMISES</b>	Distilled Sprints (only)		\$700
	Beer (only)		\$120
	Wine (only)		\$120
	Beer and Wine (only)		\$240
	Beer, Wine & Distilled Sprints		\$940
Manufacturing			
<b>Brewery, Winery, or Farm Winery</b>			\$570
Outdoor Alcohol Drinking Area Permit (Single Event Fee)			
<b>Destination Marketing Organization of the City of Snellville (or designated alcohol provider)</b>	Per Event	\$50	
<b>Non-Profit Organizations</b>	Per Event	\$250	
<b>All other</b>	Per Event	\$1 per SF or \$2,000, whichever is greater	
Supplemental License (in addition to Retail Dealer License)			
<b>Brewpub License</b>			\$100
<b>Farm Winery Tasting Room License</b>			\$100
<b>Wine Tasting Event License</b>			\$100
Alcoholic Beverage Caterer Pouring Permit			
<b>Alcoholic Beverage Caterer Pouring Permit (per special or temporary event)</b>			\$50
Other License/Permit Types			
<b>Art Shop B-Y-O-B (annual)</b>			\$500
<b>Personal Service Amenity License (annual)</b>	Beer (only)		\$250
	Wine (only)		\$250
	Beer & Wine		\$500
<b>Temporary Special Event Permit (not to exceed 3-days/6 permits per calendar year)</b>			\$50
<b>Home Brew Event License (up to 5 events per calendar year)</b>			\$50
Alcohol Excise Tax			
<b>Per Drink Excise Tax on Distilled Spirits (Paid by Retailer)</b>			3% of Retail Price of Drink
<b>Wholesale Sales to Retailers (Paid by Wholesaler)</b>	Malt Beverage/Beer	By the Barrel	\$12 per 31 gal
		By the Bottle/Can	\$0.0041666 per oz.
	Wine	By the Package	\$0.22 per liter
	Distilled Spirits	By the Package	\$0.22 per liter

# Alcoholic Beverage Licensing

(Effective March 1, 2025)

## Other Fees

Hotel/Motel In-Room Service (annual)		\$100
Transfer of Licensed Location (no change in ownership)		\$300
Administrative Fee (new applications)		\$200
Applicant Investigation By Snellville Police Dept. (per person)	Fingerprinting	\$45
	Background	\$10

**DRAFT (V4) 2-27-2025**

**For Adoption Mar 10 2025**

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## **Agenda Item Summary**

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**Date:** March 4, 2025

**Prepared by:** Matthew Pepper

**Agenda item:** Consideration and Action on the Contract Award for the construction of a new Community/Recreation Center at T.W. Briscoe Park.

**Background:** The T.W. Briscoe Park Community and Recreation Center is the next major project identified in the City's Park Master Plan. The Center will be approximately 34,000 square feet and will house two (2) basketball courts, an indoor walking track, an outdoor pavilion, two (2) multi-purpose activity rooms, and one (1) aerobics room. The project will include the required parking facilities to serve the building.

**Financial Impact:** The 2023 SPLOST Budget has \$9,100,000 remaining to design and construct a new Community/Recreation Center. In addition, the City has \$2,700,000 in 2017 SPLOST funds, and received \$900,000 in grant funding from the Community Development Block Grant program.

**Recommendation:** Approval of the contract with Place Services, Inc. in the amount of \$11,373,000 to construct a new Community/Recreation Center.

**Action requested: VOTE** to approve the award of the contract to Place Services, Inc. to construct a new Community/Recreation Center.

**Attachments:** Letter of Recommendation, Bid Tabulation, Contract



**Goodwyn Mills Cawood**

6120 Powers Ferry Road NW  
Suite 200  
Atlanta, GA 30339

T (770) 952-2481  
F (770) 955-1064

[www.gmcnetwork.com](http://www.gmcnetwork.com)

Matthew Pepper  
2342 Oak Road  
Snellville, GA 30078

February 19, 2025

RE: Snellville Briscoe Park Community Center

Dear Mr. Pepper:

As you are aware, Goodwyn, Mills and Cawood LLC. (GMC), solicited bids on behalf of the City of Snellville for the above referenced project on January 28, 2025 at 2:00 pm. The bids were received sealed and publicly opened and reviewed. Nine bids were received, of which seven were deemed complete and acceptable

The bids ranged from a low bid of \$11,373,602.00 to a high bid of \$14,900,000.00. Place Services Inc (PSI) provided the low bid of \$11,373,602.00 and their bid package was deemed complete and acceptable. Based on GMC's review of the submitted bids, we recommend PSI be considered for award.

We appreciate being part of this project and look forward to continued success as the project moves into construction. Please let us know if you should have any questions.

Sincerely,

Mark Videkovich, RA, LEED® AP.  
Atlanta Studio Manager, Architecture

Enclosure(s): Bid Tabulation



City of Snellville  
 Snellville Briscoe Park Community Center  
 GMC Job #AATL230037

Bid Opening: Tuesday, January 28, 2025 @ 2:00 PM EST

Name	CALIBER 1 COMPANY	COOPER & COMPANY GC	DIVERSIFIED CONSTRUCTION	HOGAN CONSTRUCTION	JCI CONTRACTORS	KEVIN PRICE CONSTRUCTION	MULTIPLEX	PLACE SERVICES INC (PSI)	SMITH BUILT CONSTRUCTION
Bid Form	✓	✓	✓	✓	✓	✓	✓	✓	✓
Addendum's Acknowledged	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>Bid Price</b>	<b>\$11,845,000</b>	<b>\$14,900,000</b>	<b>\$13,677,000</b>	<b>\$12,600,000</b>	<b>\$13,168,110</b>	<b>\$12,418,000</b>	<b>\$11,833,000</b>	<b>\$11,373,602</b>	<b>\$11,825,000</b>
Bid Bond / Security form	✓	✓	✓	✓	✓	✓	✓	✓	✓
Affidavit Pursuant to Georgia Immigration Laws	✓	✓	✓	✓	✓	✓	✓	✓	✓
Certificate of Drug-Free Workplace	✓	✓	✓	✓	✓	✓	✓	✓	✓
Non-Collusion Affidavit (Prime)	✓	✓	✓	✓	✓	✓	✓	✓	✓
Insurance		✓	✓	✓	✓	✓	✓	✓	✓
Contractors License		✓	✓	✓	✓	✓	✓	✓	
Unit Price Form	✓	✓	✓	✓	✓	✓	✓	✓	
<b>CBDG Documents</b>									
Equal Opportunity Provision Certifications	✓	✓	✓	✓	✓	✓	✓	✓	✓
Certification of Bidder Regarding Equal Employment Opportunity	✓	✓	✓	✓	✓	✓	✓	✓	✓
U.S. Department of Housing and Urban Development Certification of Nonsegregated Facilities (Prime)	✓	✓	✓	✓	✓	✓	✓	✓	✓
Certification Regarding Debarment and Suspension Section 3 Plan (Prime)	✓	✓	✓	✓	✓	✓	✓	✓	✓
Certification of Concerning Labor Standards and Prevailing Wage Requirements (Prime)		✓	✓	✓	✓	✓	✓	✓	✓
Certification of Concerning the Build America, Buy America Act (Prime)		✓	✓	✓	✓	✓	✓	✓	✓
<b>Ranking</b>	<b>4</b>	<b>9</b>	<b>8</b>	<b>6</b>	<b>7</b>	<b>5</b>	<b>3</b>	<b>1</b>	<b>2</b>

I certify that bids were received sealed and were publicly opened and reviewed. Tabulation above is an accurate reflection of the offeror's bid received for this project.

\_\_\_\_\_  
 Mark Videkovich, RA, LEED AP

## CONTRACT AGREEMENT

This Agreement made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Snellville, Georgia, party of the first part (hereinafter called the "Owner"), and Place Services, Inc., party of the second part, (hereinafter called the "Contractor"),

### WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out hereby agrees with the Owner as follows:

1. That the Contractor will furnish all products, tools, construction equipment, skill, and labor of every description necessary to carry out and to complete the T.W. BRISCOE PARK COMMUNITY AND RECREATION CENTER PROJECT in a good, firm, substantial and workmanlike manner the construction of but is not limited to the following major items:
  1. Construction of a 34,276 square foot multi-level community and recreation center.
  2. Site work that will include a new parking area and supporting utilities.
  
2. The term "CONTRACT DOCUMENTS" means and includes the following:
  1. Advertisement for Bids
  2. Instructions to Bidders
  3. Bid Proposal
  4. Contract Agreement
  5. Notice of Award
  6. Notice to Proceed
  7. Performance Bond
  8. Payment Bond
  9. General Conditions
  10. Contractor E-Verify Affidavit
  11. Subcontractor E-Verify Affidavit
  12. Drug-Free Workplace
  13. Non-Collusion Affidavit
  14. Community Development Block Grant Certifications

### ADDENDA

NO.

One (1)

Two (2)

DATE:

Friday, January 10, 2025

Thursday, January 23, 2025

3. The following drawings are part of this contract:

Briscoe Park Construction Documents  
Project Manual for Snellville Briscoe Park Community Recreation Center

4. That the Contractor shall commence the work to be performed under this Agreement on a date to be specified in a written Notice to Proceed and shall fully complete all work within three hundred sixty-five (365) consecutive calendar days. Time is of the essence and is an essential element of this Contract, and the Contractor shall pay to the Owner, not as a penalty, but as liquidated damages, the sum of One Thousand Dollars (\$1,000) for each working day that he shall be in default of completing the work within the time limit named herein. The Owner shall consider extensions to the Contract Time only if a formal request for extension is submitted in writing with back-up information, and the extension is due to circumstances beyond the Contractor's control. If the Contractor abandons the Contract before commencement of the work or defaults in completion of all the work after commencement thereof, the Contractor shall be liable for such liquidated damages. These fixed liquidated

damages are not established as a penalty but are calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages incurred by the Owner and the general public of the City of Snellville, Georgia, as a result of the failure on the part of the Contractor to complete the work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

5. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications and Proposal, in lawful money of the United States the sum of Eleven Million Three Hundred and Seventy-Three Thousand Six Hundred and Two Dollars (\$11,373,602) which sum shall also pay for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the execution of the work, and for all expenses incurred by, or in consequence of the work, its suspension or discontinuance, and for well and faithfully completing the work and the whole thereof, as herein provided, and for replacing defective work or products for a period of one year after completion.
6. The Owner shall make monthly partial payments to the Contractor in accordance with the provisions of the Contract Documents.
7. Contractor shall perform all the work for this project, in accordance with the provisions of the Contract Documents.
8. This contract is conditioned on both parties' compliance with the requirements of O.C.G.A. § 13-10-91. The City of Snellville employs 100 or more employees, and is in compliance with O.G.C.A. § 13-10-91. Contractor hereby states that it has complied with the requirements of O.G.C.A. § 13-10-91, as attested to by the attached affidavit, and will obtain the employee-number category and eligibility verification from all subcontracts it uses regarding this project.
9. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the surety bonds hereto attached for its faithful performance, the Owner shall deem the sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at his expense, within five (5) days after the receipt of notice from the Owner to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.
10. Disputes arising out of this contract shall be heard in the superior courts of Gwinnett County, Georgia. The Owner and Contractor agree that jurisdiction and venue are proper in the superior courts of Gwinnett County, Georgia, exclusively, and they hereby waive any defenses they may have to improper venue, lack of jurisdiction over their person, and lack of subject matter jurisdiction.
11. This agreement constitutes the entire agreement between the parties and supercedes all prior agreements or understandings between the parties.
12. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect the other provisions, and the remaining provisions of this agreement shall be given full effect.
13. The Contractor agrees to indemnify Owner and hold Owner and its agents and employees harmless from and against all actions, causes of action, suits, liabilities, claims, damages, losses, costs and expenses (including attorney's fees and costs) arising out of or resulting from (a) any act or omission of Contractor in the performance or non-performance of the Work or its obligations hereunder, (b) any breach of contract by Contractor, and (c) any claim for injury to person or property arising out of, or in the course of, the Work as contemplated by this Contract. The parties hereto agree that the terms of this Paragraph 5 shall survive any termination or expiration of the Contract.

In any and all claims against the Owner, or any of their agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals on the day and date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original Contract.

**CITY OF SNELLVILLE, GEORGIA**

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

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

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

Attest: \_\_\_\_\_

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

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

Approved As to Form Before Execution:

By: \_\_\_\_\_  
Attorney for the Owner

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

**CONTRACTOR:**

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

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

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

Attest: \_\_\_\_\_

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

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

Signed and Sealed in the presence of:

By: \_\_\_\_\_  
Notary Public

NOTE: If the Contractor is a corporation, the Agreement shall be signed by the President or Vice President, attested by the Secretary and the corporate seal affixed. If the Contractor is a partnership, the Agreement shall be signed in the partnership name by one of the partners, with indication that he is a general partner.

## GENERAL CONDITIONS

1. **Notice of Award of Contract:** Proposals submitted shall be good for a ninety (90) day period (any reference herein to "day" shall mean a calendar day). Within ninety (90) days after receipt of proposal, the Owner shall notify the successful bidder of the award of the Contract.

Should the Owner require additional time to award a Contract, the time may be extended by mutual agreement between the Owner and the successful bidder. If an Award of Contract has not been made within ninety (90) days from the bid date or within the extension mutually agreed upon, the bidder may withdraw the bid without further liability on the part of either party.

2. **Execution of Contract Documents:** With the notification of Award of Contract, the Owner shall furnish the Contractor two (2) conformed copies of Contract Documents for execution by him and his surety.

Within five (5) days after receipt the notification of Award of Contract, the Contractor shall return all the documents properly executed by himself and his surety. Attached to each document shall be the power of attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

Within five (5) days after receipt of the documents executed by the Contractor and his surety with the power of attorney and certificates of insurance, the Owner shall complete the execution of the documents. The General Contractor will receive one (1) copy of the completed signed documents and three (3) sets of plans and specifications.

Should the Contractor and/or surety fail to execute the documents within time specified, the Owner shall have the right to proceed on the bid bond accompanying the bid.

If the Owner fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw his bid without penalty.

Should either party require an extension of any of the time limits stated above, this shall be done only by mutual agreement between both parties.

3. **Contract Security:** The Contractor shall furnish a Performance Bond and a Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and products in the prosecution of the work provided by the Contract Documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Georgia and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the State of Georgia or is removed from the list of Surety Companies accepted on Federal bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety shall have furnished an acceptable bond to the Owner.

The person executing the bond on behalf of the surety shall file with the bond a general power of attorney, unlimited as to amount and type of bond covered by such power of attorney and certified to by an official of said surety.

4. **Insurance:** The Contractor shall not commence work under this Contract until all insurance described below has been obtained and such insurance has been approved by the Owner, nor shall the Contractor allow any

subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

(a) **Workmen's Compensation:** The Contractor shall procure and shall maintain during the life of the Contract Agreement, Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under this Contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation insurance. Workmen's Compensation insurance shall include Broad Form All States endorsement.

(b) **Comprehensive General Liability:** he Contractor shall procure and shall maintain during the life of the Contract Agreement, such Comprehensive General Liability insurance as shall protect him and any subcontractor performing work covered by this Contract from claims for damages for Bodily injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Contract Agreement, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of insurance shall not be less than the following:

\$2,000,000	Bodily Injury, including death, each occurrence.
\$1,000,000	Property Damage, each occurrence.
\$2,000,000	Property Damage, in the aggregate.

The insurance shall include coverage of the following hazards:

- Products/Completed Operations
- Independent Contractors
- Contractual Liability
- Underground
- Explosion/Collapse

(c) **Owner's Protective Liability:** The Contractor shall procure and shall maintain during the life of the Contract Agreement, Owner's Protective Liability Insurance with the same limits as the Comprehensive General Liability.

(d) **Automobile Liability:** The Contractor shall procure and shall maintain during the life of the Contract Agreement, Comprehensive Automobile Liability insurance in amounts not less than the following:

\$1,000,000	Bodily Injury or death to any one person.
\$1,000,000	Bodily Injury, each occurrence.
\$1,000,000	Property Damage, each occurrence.

The insurance shall include coverage for non-owned and hired vehicles.

(e) **Materials and Equipment Floater:** The Contractor shall procure and shall maintain during the life of the Contract Agreement, Materials, and Equipment Floater Insurance to protect the interests of the Owner, Contractor, and subcontractor against loss by vandalism, malicious mischief, and all hazards included in a standard All Risk Endorsement including a building risk insurance for the total amount of the building bid. The amount of the insurance shall at all times equal or exceed the full amount of the Contract. The policies shall be in the names of the Owner and the Contractor.

(f) **Certificates of Insurance:** Certificates acceptable to the Owner shall be attached to the signed Contract Documents when they are transmitted to the Owner for execution. These certificates shall contain the statement that "Coverage afforded under the policies will not be canceled unless **AT LEAST THIRTY (30) days** prior to cancellation written notice has been given to the Owner, as evidenced by receipts of registered or certified mail.

5. **Indemnification:** The Contractor agrees to indemnify Owner and hold Owner and its agents and employees harmless from and against all actions, causes of action, suits, liabilities, claims, damages, losses, costs and expenses (including attorney's fees and costs) arising out of or resulting from (a) any act or omission of Contractor in the performance or non-performance of the Work or its obligations hereunder, (b) any breach of contract by Contractor, and (c) any claim for injury to person or property arising out of, or in the course of, the Work as contemplated by this Contract. The parties hereto agree that the terms of this Paragraph 5 shall survive any termination or expiration of the Contract.

In any and all claims against the Owner, or any of their agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

6. **Notice to Proceed:** The Notice to Proceed shall be issued following the pre-construction conference within three (3) days of the execution of the Contract Agreement by the Owner. If there are reasons why the Notice to Proceed should not be issued within this period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the three (3) day period or within the period mutually agreed upon, the Contractor may terminate the Contract Agreement without further liability on the part of either party.

7. **Suspension of Work, Termination and Delay:**

- (a) If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtors act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen, materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of seven (7) days from delivery of a written notice, terminate the services of the Contractor and take possession of the project and of all products, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services such excess will be paid by the Contractor and/or his surety to the Owner. Such costs incurred by the Owner will be determined by the Owner and incorporated in a change order.

- (b) Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the Owner due to the Contractor will not release the Contractor from compliance with the Contract Documents.
- (c) After ten (10) days from delivery of a written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained.
8. **Assignments:** The Contractor shall not assign the whole or any part of this Contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this Contract, the Instrument of assignment shall contain a clause



substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

9. **Subcontracting:**

- (a) The Contractor shall utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

If the Contractor desires to perform specialty work he shall submit a request to the Owner accompanied by evidence that the Contractor's own organization has successfully performed the work in question, is presently competent to perform the work, and the performance of the work by specialty subcontractors will result in materially increased costs or inordinate delays.

- (b) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- (c) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- (d) Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

10. **Authority of the Owner:** The Owner will appoint a representative to act on its behalf during the construction period. The appointed representative shall decide questions which may arise, such as those pertaining to quality and acceptability of products furnished and work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The representative will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents. He shall judge as to the accuracy of quantities submitted by the Contractor in partial payment estimates and the acceptability of the work which these quantities represent. The decisions of the owners representative shall be final and conclusive and binding upon all parties to the Contract.

11. **Separate Contracts:**

- (a) The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their products and the execution of their work, and the Contractor and other Contractors shall properly connect and coordinate their work with each other. If the proper execution or results of any part of the Contractor's work depends upon the work of any other Contractor the Contractor shall inspect and promptly report to the owners representative any defects in such work that render it unsuitable for such proper execution and results.
- (b) The Owner may perform additional work related to the project with its own forces. The Contractor will afford the Owner reasonable opportunity for the introduction and storage of products and the execution of work, and shall properly connect and coordinate his work with theirs.
- (c) If the performance of additional work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the Owner or others cost him an additional expense or time, he may be entitled to

additional moneys or an extension of the Contract Time. The Contractor may make a claim therefore as provided in "Changes in the Contract."

12. **Laws and Regulations:** All applicable Federal, State, and County laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full herein. The Contractor shall keep himself fully informed of all laws, ordinances and regulations of the Federal, State, County, and municipal governments or authorities in any manner affecting those engaged or employed in the work or the materials used in the work or in any way affecting the conduct of the work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the Drawings or Specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, he shall promptly report the same in writing to the Owner. He shall at all times observe and comply with all such existing and future laws, ordinance and regulations and shall protect and indemnify the Owner and its agents against the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees.

Permits and licenses of a temporary nature, including building permits, necessary for the execution of the work shall be secured by Contractor. The City of Snellville will not charge any fees associated with any permits and licenses required by the City.

13. **Taxes:** The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the work is performed. The Owner will be responsible for any sales or use tax due on products furnished by the Owner to the Contractor to be incorporated into the work.

14. **Notice and Service Thereof:**

- (a) All Notices, demands, requests, instructions, approvals, and claims shall be in writing.
- (b) Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in the Bid (or at such other office as the Contractor may from time to time designate to the Owner in writing), or if deposited in the United States Mail in a sealed, postage, prepaid envelope, or delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.
- (c) All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the City of Snellville, at the office of the City Manager, Matthew Pepper, Snellville, Georgia. Any notice to or demand upon the Owner shall be sufficiently given if delivered to the office of the City Manager or if deposited in the United States Mail in a sealed, postage, prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Manager or to such other representative of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purposes.
- (d) Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post or (in the case of telegrams) at the time of actual receipt, as the case may be.
15. **Patents:** The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the owner and its officers, agents, and employees harmless from loss on account thereof, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such infringement unless he notifies the Owner prior to the bid date.
16. **Land and Rights of Way:** The Owner will provide, as indicated in the Contract Documents and prior to Notice to Proceed, the lands upon which the work is to be done, right-of-way for access thereto, and such other lands

which are designated for the use of the Contractor. The Contractor shall confine his work and all associated activities to the easements and other areas designated for his use. The Contractor shall comply with any limits on construction methods and practices which may be required by easement agreements.

If, due to some unforeseen reason, the necessary easements are not obtained, the Contractor shall receive an equitable extension of Contract Time and/or an equitable increase in the Contract Price to cover his additional costs as a result thereof. His claim therefor shall be handled as provided for under "Changes in the Contract."

17. **Products, Services and Facilities:**

- (a) It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all products labor (including labor performed after regular working hours, on Sundays, or on legal holidays), equipment, tools, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, place into operation, and deliver the work.

It is further understood that the Contractor's proposed construction schedule is based on a normal 40 hour work week, less recognized holidays. If the Contractor desires to work in excess of this limit, he shall submit a written request to the Owner a minimum of three (3) days prior to the desired work date. The Contractor shall be responsible for any additional expenses incurred by the Owner as a result of the extended work hours.

- (b) Products shall be so stored in accordance with the manufacturer's recommendations to ensure the preservation of their quality and fitness for the work. Stored products to be incorporated in the work shall be located so as to facilitate prompt inspection.
- (c) Manufactured products shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- (d) Products shall be furnished in accordance with shop drawings and/or samples submitted by the Contractor and approved by the Owner.
- (e) Products to be incorporated into the work shall not be purchased by the Contractor or the subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which any interest is retained by the seller.
- (f) The Contractor shall maintain a local office with telephone and fax. The contractor shall be required to have a responsible representative on call at all times. The Contractor will also be required to maintain a crew with necessary tools and equipment available on call after normal working hours, on weekends during inclement weather and other times when work is not in progress to perform any necessary emergency repair work which may occur as a result of the work under this Contract.

18. **Supervision of Work:** The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the project site a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

The supervisor shall have full authority to act on behalf of the Contractor and to execute the orders or directions of the Engineer without delay. He shall have full authority to promptly supply products, tools, plant equipment and labor as may be required. His authority shall be such that all communication given to him shall be as binding as if given to the Contractor.

The Contractor shall employ only competent and skilled personnel.

The Contractor shall, upon demand from the Owner, immediately remove any Superintendent, Foreman or workman whom the Owner may consider incompetent or undesirable.

19. **Interruption of Facility Operations:** The Contractor shall provide the Owner with at least five (5) days written notice prior to any interruption in the City of Snellville of any utility operations required by construction activity. The Notice shall include the date and time of the scheduled interruption; the length of time the interruption will be in effect; the procedures to be followed in effecting the interruption; a complete identification of all those processes, equipment and operations to be affected; and all other information the Owner may require. The Contractor shall provide any equipment, piping, auxiliary power or other means necessary to sustain facility operations or function for interruptions which have not been identified by the Specifications, or when interruptions must exceed the time allowed by the Specifications.

20. **Protection of Work, Property and Persons:**

- (a) The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work and all products to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- (b) The Contractor will comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the work may affect them.
- (c) The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by him or any of his subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- (d) In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor without special instruction or authorization from the Owner, shall act to prevent threatened damage, injury or loss. He will give the Owner prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and shall request a change order covering the changes and deviations involved.
- (e) During unseasonable weather, the Contractor shall stop all work when so directed by the Owner. Completed work and stored products shall be suitably protected.

21. **Protection of the Environment:**

- (a) All measures required to minimize water pollution to affected waters shall be undertaken in the proposed work. To achieve this end, regard shall be given to the protection of the watershed natural cover, measures instituted to assure minimal siltation and bank erosion from the construction, and other measures taken to reduce water pollution to a minimum.
- (b) Any area used or involved in the project disturbed by the Contractor, shall be restored to present or better condition even though such area is outside the limits of that specified for grading, grassing or landscaping.
- (c) All chemicals used during project construction or furnished for project operation whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

- (d) The Contractor shall so schedule his work that he does not interrupt the operation of any existing facility except as specifically allowed by the provisions of section 19, above.

Bypasses of untreated or partially treated wastes will not be permitted unless the Contractor has obtained prior approval from the Owner and the Environmental Protection Division. The Owner shall be notified in writing of the date, time and duration of such bypasses at least two weeks in advance. The Contractor shall pay all fines that may be imposed on the Owner for the bypassing of wastewater without prior approval.

- (e) Necessary sanitary conveniences for the use of the laborers on the work shall be erected and maintained by the Contractor, in such a manner and at such points as shall be approved by the Owner. Their use shall be strictly enforced.
- (f) Should the Contractor so desire, he may build shanties or other structures for housing tools, machinery, and supplies, but they will be permitted only at approved places, and their surroundings shall be maintained at all times in a sanitary and satisfactory manner. On or before the completion of the work, all such structures shall be removed, together with all rubbish and trash, at the expense of the Contractor.
- (g) Indemnification from Environmental Claims. The Contractor shall indemnify and hold harmless the Owner from any claims for damages or penalties for environmental violations arising from the Contractor's work on the project. The Contractor shall defend and hold harmless the Owner from claims made by the Federal Environmental Protection Agency, the State Department of Natural Resources or Environmental Protection Division, and any owners of property or affected citizens for environmental damage allegedly caused by the contractor's performance of work on the project. This indemnity shall be in addition to other promises and indemnities contained herein. The Contractor covenants and agrees with the Owner that the work called for in the contract documents, including the General Conditions and project Specifications, do not call for the contractor to perform any work or use any materials which would violate applicable state and federal environmental law.

22. **Protection of Underground Utilities:** The Contractor shall protect from damage all existing improvements or utilities at or adjacent to the site of the work, the location of which is made known to him by the Owner or his agent, and shall repair or restore any damage to such facilities resulting from failure to exercise reasonable care in the performance of work, provided these facilities are located on the drawing or located by the Contractor in cooperation with the Owner of such facilities or implied and obvious from adjacent structures or known utilities. If the Contractor fails or refuses to repair any such damage promptly, the Owner may have the work performed and charge the cost thereof to the Contractor. All Contractor cost caused by construction started by others after the bid date, shall be subject to adjustment by change order as provided elsewhere.

23. **Schedules, Reports and Records:** The Contractor shall submit to the Owner progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed. Within three (3) days of the execution of the Contract by the Owner, the Contractor shall deliver to the Owner a construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various tasks required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the Progress Schedule.

The Contractor shall maintain on the project site throughout the Contract Time an up to date set of record drawings. Record Drawings shall depict the project as actually constructed; providing elevations, dimensions, angles, details, sections, etc., as required to locate all exposed or concealed features of the construction. Special attention shall be given to recording deviations from the Contract Drawings. The locations shall be referred to easily by identifiable, permanent landmarks or benchmarks, to allow future reproducibility of the measurements with a minimum of personnel and equipment.

24. **Drawings and Specifications:** The Drawings, Specifications, Contract Documents, and all supplemental documents, are considered essential parts of the Contract, and requirements occurring in one are as binding as

though occurring in all. They are intended to define, describe and provide for all work necessary to complete the project in an acceptable manner, ready for use, occupancy, or operation by the Owner.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. In cases where products or quantities are omitted from the Specifications, the description and quantities shown on the Drawings shall govern.

Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Owner, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities and prior to the Owner's correction shall be done at the Contractor's risk.

The Owner will furnish the Contractor three (3) copies of the Contract Drawings and the Specifications, one (1) copy of which the Contractor shall have available at all times on the job site.

25. **Shop Drawings:** The term shop drawings shall mean drawings, prints, descriptive literature, test reports, samples, calculations, schedules, material lists, information and items of similar meaning. The Contractor shall furnish all shop drawings for this Project within sixty days of the notice to proceed.
26. **Surveys:** The Contractor shall survey and establish all base lines for locating all the components of the work according to bench marks provided by the Owner. From this survey, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all details needed for construction including slope stakes, batter boards, stakes for pile locations and other working points, lines and elevations .

The Contractor shall carefully preserve bench marks. In case of willful or careless destruction of the bench marks, the Contractor shall be charged with the resulting expense to reestablish any bench mark.

27. **Testing, Inspection and Rejection of Work:**

- (a) **Testing of Materials:** Unless otherwise specifically provided for in the Specifications, the inspection and testing of products to be incorporated in the work at the site shall be made by bureaus, laboratories, or agencies approved by the Owner and the cost of such inspection and testing shall be paid by the Contractor. The Contractor shall furnish evidence satisfactory to the Owner that the products have passed the required tests prior to their incorporation into the work. The Contractor shall promptly segregate and remove rejected products from the site of the work.
- (b) **Inspection:** The Contractor shall furnish the Owner with every reasonable facility for ascertaining whether or not the work performed and products used are in accordance with the requirements and intent of the Specifications and Contract Documents. No work shall be done or products used without suitable supervision or inspection by the Engineer or his representative. Failure to reject any defective work or product shall not in any way prevent later rejection when such defect is discovered, or obligate the Owner to final acceptance.
- (c) **Authority and Duties of the Resident Inspector:** Resident Inspectors shall be authorized to inspect all work done and all products furnished, including preparation, fabrication and manufacture of the products to be used, but they shall not be authorized to alter or waive any requirements of the Drawings, Specifications or Contract Documents. The Resident Inspector may reject products or suspend the work until any question at issue can be referred to and decided by the Owner. The responsibility of the Contractor is not lessened by the presence of the Resident Inspector.
- (d) **Rejection of Work and Materials:** All products furnished and all work done that is not in accordance with the Drawings or Specifications or that is defective will be rejected. All rejected products or work shall

be removed immediately. If rejected products or work is not removed within forty-eight (48) hours, the Owner shall have the right and authority to stop the work immediately and shall have the right to arrange for the removal of said rejected products or work at the cost and expense of the Contractor. All rejected products or work shall be replaced with other products or work which conform with the Drawings and Specifications.

- (e) **Contractor's Responsibility**: Inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract and defective work shall be made good regardless of whether such work has been previously inspected by the Owner and accepted or estimated for payment. The failure of the Owner to reject improper work shall not be considered a waiver of any defect which may be discovered later, or for work actually defective.

28. **Time for Completion and Liquidated Damages**: The Contract Time shall begin on a date specified in the Notice to Proceed issued by the Engineering Firm.

The Contractor will proceed with the work at a rate of progress which will insure completion within the Contract Time. It is expressly understood and agreed by and between the Contractor and the Owner, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

If the Contractor shall fail to complete the work within the Contract Time, or extended Contract Time if authorized by change orders, then the Contractor will pay to the Owner the amount of liquidated damages specified in the Contract Documents for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner.

- (a) To any preference, priority or allocation order duly issued by the Owner.
- (b) To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or acts of war, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes.
- (c) To any delays of subcontractors occasioned by any of the causes specified in paragraphs (a) and (b).

29. **Changes in the Contract**:

- (a) **Changes in the Work**: The Owner may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.

Any change in unit prices which increases the contract price by more than \$50,000.00 must be approved by the Mayor and Council before a change order may take effect.

The Owner, also, may at any time, by issuing a field order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Owner unless the Contractor believes that such field order entitles him to a change in Contract Price or time or both, in which event he shall give the Owner written notice thereof within five (5) days after the receipt of the field ordered change, and the Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

Should the Contractor encounter, or the Owner discover, during the progress of the work, subsurface or latent conditions at the site materially differing from those shown on the Drawings or indicated in the Specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Drawings and Specifications, the attention of the Owner shall be called immediately to such conditions before they are disturbed. The Owner shall thereupon promptly investigate the conditions. If he finds that they do so materially differ, and upon written request of the Contractor, an equitable adjustment shall be authorized by Change Order.

The Owner may, when changes are minor or when changes would result in relatively small changes in the Contract Price or Contract Time, elect to postpone the issuance of a Change Order until such time that a single change order of substantial importance can be issued incorporating several changes. In such cases, the Owner shall indicate this intent in a written response to the Contractor's request for a change.

(b) **Changes in Contract Price:** The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- (1) By estimating the number of unit quantities of each part of the work which is changed and then multiplying the estimated number of such unit quantities by the price bid (which price shall include the Contractor's overhead and profit) for a unit quantity thereof.
- (2) The Owner shall fix the total lump sum value of the change in the work of the Contractor and shall set out the price which shall be added to or deducted from the Contract Price (which price shall include the Contractor's overhead and profit). On any change which involves a net credit to the Owner, no allowance for overhead and profit shall be figured.
- (3) By ordering the Contractor to proceed with the work and to keep and present in such form as the Owner may direct a correct account of the cost of the change together with all vouchers therefor. The cost may include an allowance for overhead and profit not to exceed 15% of the net cost. The cost may also include all items of labor or materials, the use of power tools and equipment actually used, power and all items of cost such as public liability and Workmen's Compensation Insurance, pro rata charges for foremen, also Social Security, Old Age and Unemployment Insurance. If deductions are ordered, the credits shall be the net cost. Among the items considered as overhead are included insurance other than that mentioned above, bond or bonds, superintendent, timekeeper, clerks, watchmen, use of small tools, incidental job burdens and general office expenses.

Figuring changes, instructions for measurement of quantities set forth the Specifications shall be followed. The Contractor shall, when required by the Owner, furnish to the Owner an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered.

(c) **Changes in Contract Time:** The Contract Time may be changed only by a Change Order. Changes in the work described in section 29, part (a) and any other claim made by the Contractor for a change in the Contract Time (including those allowed under "Time for Completion and Liquidated Damages") shall be evaluated by the Owner and if the conditions warrant, an appropriate adjustment of the Contract Time will be made.

### 30. **Payments and Completion:**

(a) **Contract Price:** The Contract Price is the sum of the unit prices stated in the agreement for each item multiplied by the actual quantities installed of each item. The Contract Price is the total amount payable by the Owner to the Contractor for the performance of the work set forth in the Contract Documents.



(b) **Breakdown of Cost**: Before the first application for payment the Contractor shall submit to the Owner a breakdown of cost for the various portions of the work, including quantities if required by the Owner, aggregating the total Contract Price prepared in such form as specified or as the Owner and the Contractor may agree upon and supported by such data to substantiate its correctness as the Owner may reasonably require. This schedule, when approved by the Owner, shall be used only as a basis for the Contractor's application for payment.

(c) **Progress Payments**: At the end of each calendar month, the Contractor shall prepare an itemized application for payment supported by such other substantiating data as the Owner may reasonably require covering work completed during the month. The Contractor's Certificate for Payment shall be submitted to the Owner by the 5<sup>th</sup> of the month for consideration of payment for that month. The Contractor shall submit documentation of vendor payments for products and services, including all sub-contractors, used under this contract, lien releases and at least four photographs per day working.

The Contractor warrants and guarantees that title to all work and products covered by an Application for Payment, whether incorporated into the project or not, will pass to the Owner upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances (except retention equal in percentage to that being retained by the Owner which may be withheld from suppliers and subcontractors to guarantee completion and performance).

(d) **Certificate for Payments**: If the Contractor has made application for payment as above, the Owner will approve the Certificate for Payment, with a copy to the Contractor, for such amount as he determines to be properly due, or state in writing his itemized and specific reasons for withholding a Certificate as provided herein. The Contractor shall submit to the Owner a certificate for payment every month between the first and the fifth day of the month.

The Owner's representative has ten (10) days to approve the Certificate for Payment submitted by the contractor. The Owner shall pay to the Contractor the amount approved in the Certificate for Payment within thirty (30) days of receiving the approved form from the Owner's representative.

No certificate for a progress payment, nor any progress payment, nor any partial or entire use of occupancy of the project by the Owner, shall constitute an acceptance of any work not in accordance with the Contract Documents.

Each Certificate of Payment shall include any lien release from any manufacturer or subcontractor for work done or products purchase for the project.

(e) **Retention**: The Owner shall retain the 5% of the work completed totals and 5% for the stored materials from each properly certified pay request.

No form of collateral in lieu of cash will be acceptable as retainage.

Amounts retained by the Contractor from payments due to product suppliers and subcontractors (expressed as percentage) shall not exceed that being retained by the Owner.

(f) **Payments Withheld**: The Owner may decline to approve an Application for payment and may withhold his certificate in whole or in part as may be necessary to protect the Owner from loss because of:

- (1) Failure of the Contractor to make payments properly to subcontractors or for labor or products.
- (2) Unsatisfactory prosecution of the work by the Contractor.

When the above reasons for non-payment are corrected, then payment shall be made for amounts withheld because of such reasons, not later than the next payment.

- (g) **Failure of Payment** : If the Owner should fail to approve any Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, and if the Owner should fail to pay the Contractor within thirty (30) days after having received the Certificate for Payment, then the Contractor shall receive interest on the balance due with the interest being the legal annual rate of five percent (5%). In addition, the Contractor may elect, upon seven (7) days written notice to the Owner, to stop the work until payment, including interest has been received.

**Completion of the Work**: Upon receipt of written notice from the Contractor that the work is complete or substantially complete (except for items specifically listed by the Contractor as incomplete) and ready to be placed into service for the operating test period, the Engineer will, within a reasonable time, inspect the work. Prior to initiating the operating test, all work required by the Contract Documents, Contract Drawings, and Specifications must be completed or substantially complete before the operating test period is performed. This includes, but is not limited to the following:

- (1) Performing functional tests and providing manufacturer's required certification as required in Section 01027 "Testing" and what is defined in the Specifications for each item.
- (2) Furnishing completed Record Drawings.
- (3) Grassing and restoration of the work area.

If the Owner finds the work of the Contractor complete or substantially complete and acceptable in accordance with the provisions of the Contract Documents and the Record Drawings accurately depict the completed work, he shall recommend to the Owner that the operating test period begin.

The operating systems test period begins when the Owner finds the Contractor's work complete or substantially complete and runs for a period of thirty (30) days minimum. During this period, the Contractor shall complete all remaining items of work, make adjustments found to be necessary, and exercise all equipment and systems.

In the event that the final inspection reveals deficiencies in meeting the Contract requirements, the Contractor shall complete all remaining items of work, and make adjustments found to be necessary. Upon receipt of written notice from the Contractor that the work is complete and ready for re-inspection, the Owner will make a final inspection.

After final inspection the Contractor will be notified in writing by the Owner of the final acceptance of the work. The date of final acceptance shall be the termination date for the Contractor's liability for the physical properties of the facilities and the beginning of the guaranty period.

Before final payment can be made, the Contractor must certify in writing to the Owner that all payrolls, materials bills, and other indebtedness connected with the project have been paid.

Contractor shall not be entitled to final payment if there is disputed indebtedness or if there are liens upon the property.

Upon completion of all work if there is disputed indebtedness or there are liens upon the property, semifinal payment may, at the Owner's option, be made in accordance with the following provisions:

- (1) The Owner shall retain an amount equal to the disputed indebtedness and/or liens upon the property including all related cost and interest in connections with said disputed indebtedness and liens which the Owner may be compelled to pay upon and subsequent adjudication.
- (2) The Contractor shall certify to those items of work not disputed that all payable, materials bills and other indebtedness connected with the work have been paid or otherwise satisfied.

The making and acceptance of the final payment shall constitute a waiver of claims by the Owner other than those for faulty work covered by and appearing within the warranty period.

The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

31. **Guarantee:** The Contractor shall warrant and guarantee for a period of one (1) year from the date of final acceptance that the completed system or work is free from all defects due to faulty products or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

**END OF SECTION**



**MEMORANDUM**

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**TO:** Mayor and City Council

**FROM:** Mercy Montgomery, Assistant City Manager

**DATE:** March 5, 2025

**RE:** Update to Financial Policies

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**Overview**

The City of Snellville has both legal code and operating policies that govern the process for purchasing necessary goods and services related to City operations.

The City Manager, Assistant City Manager, Administrative Manager, and Finance Manager recently completed a thorough review of the City’s Purchasing Policy, which has not been updated in some time.

Several key changes are recommended:

- Increases in thresholds for each purchase category and updates to the pricing procedure
  - Current limits do not align with the purchasing environment and average prices for goods and services
  - The updated policy lists specific price comparison processes for each level of purchasing amount

<b>Previous Threshold</b>	<b>Recommended Threshold</b>	<b>Recommended Procedure for Pricing and Vendor Selection</b>
\$2,500 and below	\$10,000 and below	Selection by Department Director
\$2,500-\$5,000	\$10,000-\$40,000	<ul style="list-style-type: none"> <li>• Three recorded competitive quotes</li> <li>• Selection by Department Director</li> </ul>
\$5,000-\$10,000	\$40,000-\$75,000	<ul style="list-style-type: none"> <li>• Three written competitive quotations</li> <li>• Approval by City Manager</li> </ul>
Above \$10,000	Above \$75,000	<ul style="list-style-type: none"> <li>• Formal, sealed bid process</li> <li>• Approval by Mayor and City Council</li> </ul>

Recommended Key Changes (contd.):

- Clarification of procedures for requesting payment authorization, processing a payment request, and executing payment
- Edits to update policy language and accurately reflect the process and technology used for initiating and processing payments

The Purchasing Policy continues to provide requirements for unique purchasing needs, such as emergency repairs to infrastructure or purchasing items through statewide contract options previously negotiated by the Georgia Department of Administrative Services. The document also includes policy for credit card authorization and use and other internal financial procedures and operational details.

Recommendations are based on a review of the purchasing policy of other neighboring cities as well as the experience of City staff in managing the purchasing process across departments.

### **Relevant Code Update**

Snellville City Code Section 6.31 establishes Contracting Procedures, including the maximum amount the City Manager is authorized to expend outside of City Council approval.

In order to align purchasing policy and City code with the current economic environment and costs of city operations, a change to the code is needed to allow for changes in purchasing policy from time to time without the comprehensive charter amendment process.

### **Next Steps**

The updated Purchasing Policy and Procedure document and relevant code updates have been reviewed and discussed by City Council. An update to the relevant code section is on the agenda for the March 10, 2025 meeting.

Following Council direction, staff will work collaboratively to distribute policy information and implement any process changes.



## **City of Snellville Purchasing Policy and Procedure**

### **Goal Statement**

It is the intent of the City of Snellville to establish, foster, and maintain procedures of procurement that maximize value for each dollar of expenditure on necessary goods and services used by the City to provide governmental services for its citizens. Acting in the best interests of the City of Snellville is the highest priority. Additionally maintaining fair, open, well-communicated relationships with active and prospective vendors is a key consideration.

### **Objectives**

1. To assure taxpayers that money provided to the City of Snellville and appropriated by City Council is spent wisely and effectively. Such assurance shall include an accounting and record of purchases available for public inspection.
2. To provide instructions and guidance to all City personnel engaged in the purchasing /accounts payable process.
3. To establish levels of purchasing that relate procedural formality, cost of procurement activity, and levels of approval to the cost of the item(s) purchased.
4. To develop reliable, competitive sources of supply based upon fair and open vendor relations.
5. To establish ethical standards to assure that procurement is made without favoritism or inappropriate vendor inducements.
6. To remit payments to vendors in a timely manner without error, consistent with city terms and taking advantage of any discounts.
7. To establish and maintain internal controls over purchasing and vendor payments that deters misappropriation of City resources without creating unnecessary or excessive paper work.

### **General Rules and Principles**

- Purchasing activity in the City of Snellville is decentralized, empowering individual departments who have primary responsibility for their own purchasing. This puts accountability, as well as responsibility, into the hands of department directors to assure that all rules and expectations are met. It is the department director's obligation, with the assistance of the City Manager, Finance Manager, and City Clerk, to make certain that any departmental employees involved in procurement know, understand, and adhere to established policy and procedures. Any delegation of authority by department directors permitted under these procedures should be exercised with prudence with regard to both selection of individuals and monitoring of activity. The most important element of effective purchasing and proper purchasing conduct is the active understanding, support, and commitment of department directors and staff.
- It is the responsibility of the Finance Manager to assure that sound procedures are in place, to train and assist City departments in understanding the procedures, and to assure that the purchasing/accounts payable processes run smoothly.
- All purchasing activity is expected to comply with established budget procedures. Specifically, the departmental budget must contemplate or include the item(s) to be purchased, and funds must be available in the appropriate line item of the approved budget.
- Departments are expected to always seek the most cost-effective goods and services that meet departmental needs. Departments should anticipate needs so as to purchase in sufficient quantities to lower unit costs while avoiding waste due to over-stocking or pilferage.
- The City of Snellville is exempt from State of Georgia sales tax. Departments are expected to take active measures to avoid the payment of sales tax, including, but not limited, to providing a sales tax exemption certificate to vendors when needed to complete a tax-exempt transaction.
- City employees who are involved in the purchasing function in any manner must refrain from all indications or appearance of impropriety with regard to vendors, as these may be construed as evidence of favoritism or providing an unfair advantage. A conflict of interest arises when a purchase of goods or services would result in the employee or any member of the employee's family or household realizing a financial gain. The employee shall report all potential or actual conflicts of interest to their department director or City Manager (as applicable) and remove themselves from the decision making process. Specifically, employees are not to accept gifts, gratuities or offers from any individual, company, firm, or business establishment that is a current or prospective vendor. Offers may include, but are not limited to money, entertainment, gifts, favors, loans, or promises of employment. Any such offers should be politely declined, and any offers

of significant value that could be construed as an attempted bribe are to be reported immediately to one's supervisor.

## **Purchase Categories and Policy**

### ***Purchases under \$10,000***

Purchases in this category may be made based on the department director's knowledge of the market. Reasonable effort should be made to obtain the most favorable price for these purchases. However, no formal or informal competitive price analysis is required.

### ***Purchases between \$10,000 and \$40,000***

Vendor choice for purchases between \$10,000 and \$40,000 require department directors to solicit at least three competitive quotes.

Directors may obtain quotations by fax, by e-mail, by written quotation, from current printed catalogs, or from internet listings of goods or services. Regardless of the format of the quotation, comprehensive information documenting the quotations shall be compiled on a City of Snellville Purchasing Quotation Form.

A copy of the Purchasing Quotation Form must be sent to the City Clerk along with accompanying invoice to indicate proper procedure has been followed. The form includes the following information:

1. Item(s) for which the quotations are obtained
2. Date quote is obtained
3. Format quote is obtained in
4. Names of all businesses providing price quotations
5. Specific source of the price from within the businesses
  - a. The name and contact information of the individual providing the quotations and copy of email or written quotation, **or**
  - b. Copy of fax for faxed quotation, **or**
  - c. Catalog reference (name & date of catalog, page # of catalog), **or**
  - d. Link and Printed/PDF copy of website page if price is obtained from the internet.
6. The amounts of each quotation
7. The City employee obtaining the quotation

The Purchasing Quotation Form shall be available for public inspection and copies must be retained by each department.

### ***Purchases between \$40,000 and \$75,000***



Vendor choice for purchases between \$40,000 and \$75,000 requires at least three written quotations from responsive vendors and approval by City Manager.

If the item(s) is available for purchase under State contract, then the department director shall document and include the contract price as one of the quotations (see State Contracts section of this document for additional information).

### ***Purchases in Excess of \$75,000***

***Purchases for items costing in excess of \$75,000 require completion of the formal, sealed bid process and approval of a contract by Mayor and City Council. An exception to the formal bid process may be made for purchases above \$75,000 in cost that are available via State Contracts***

The State of Georgia Department of Administrative Services maintains statewide contracts on many items and services useful and necessary to the City's operations. Utilizing these pre-negotiated contract prices can save administrative time and money on needed purchases.

Since State contracts are already the result of a competitive process, departments are authorized to purchase off of State contracts at the prices bid or negotiated by the State of Georgia in lieu of requirements for obtaining additional competitive prices or completing the sealed bid process. However, departments should spot check State contract prices with prices available for the same item from other sources in an effort to obtain the most favorable price through the most appropriate process.

State contract information can be found on the internet at the State of Georgia's Department of Administrative Services website. This information can be reached by going to <http://www.doas.state.ga.us/> and clicking on "Procurement."

### **Bid Procedures**

1. **Public Notice of Invitation to Bid** - Public notice of an Invitation to Bid shall be advertised in the City's legal organ at least ten (10) calendar days before the bid opening date and as required by Georgia law or other relevant requirements associated with funding. The public notice shall contain a full description of the item or services to be purchased (including specifications as applicable), shall include all contractual terms and conditions applicable to the procurement, shall state the location where bid documents may be obtained and the date, time and place of bid opening. Notice of any required bonding and insurance (see Bonding section of document) shall be included in the bid package.
2. **Invitations to Bid** may be sent to any known suitable vendor as well as those vendors who participated in similar procurement in the past. Any other methods of advertisement identified as likely to result in optimal competition,

such as posting on the City of Snellville website, should be considered in addition to the required public notice in order to garner the highest level of response to bid.

- 3. Submittal of Bids** – Posted bid opportunities shall detail requirements for vendor delivery and identification of bid submissions, such as delivery in a sealed package that clearly identifies the bid being responded to. Bids are addressed and submitted to the project manager as listed in the issuance and administration of the bid. The staff member receiving the submission shall date and time stamp the package immediately upon receipt. Bids shall remain sealed and secured until time of bid opening. Bids may be withdrawn only by written request of the submitting party to the listed City project manager. Request for withdrawal may be made at any time prior to the bid opening. Mistakes realized by submitter before bid opening may be modified by written request of the submitting party to the relevant project manager prior to the bid opening. Bids received after the designated date and time of bid opening shall not be opened or considered, except at the sole discretion of the City of Snellville. An Invitation for Bid may be cancelled prior to opening date at the sole discretion of the City of Snellville.

- 4. Bid Opening** - Bids shall be opened in the presence of the project manager of the bid package or designee and at least one additional witness, who may be a City employee, on the date and at the time and place designated in the Invitation for Bid. The name of each bidder, the purchase price contained in each bid and such other information as deemed appropriate shall be announced as the bids are opened. A record of bid information and bid tabulation shall be recorded and maintained as a public record to be completed by the receiving project manager. The bid tabulation documentation must include all relevant information to illustrate responsiveness to the posted bid, including submission of any required bonds and appropriately detailed price information.

After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. However, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. Such correction and justification shall be provided in writing to the issuing project manager.

- 5. Bid Evaluation** - Bids shall be evaluated based on the requirements set forth in the Invitation to Bid, which may include criteria such as quality, delivery, and experience/suitability for a particular purpose. No criteria may be used in bid evaluation that is not specifically set forth in the invitation.

- 6. Rejection/Disqualification of Bids** - The City reserves the right to reject

any or all bids if it determines such rejection to be in the best interest of the City. The following types of bids shall be subject to disqualification for cause:

- A bid which is incomplete in any material aspect
  - A bid submitted without required bonds
7. **Bid Award** - Subject to approval by the Mayor and City Council, bids shall be awarded to the lowest responsible bidder whose bid, conforming to the Invitation for Bid, will be most advantageous to the City of Snellville, with price and other factors considered. However, no bid shall be awarded to a vendor who owes past due taxes or fees of any kind to the City of Snellville, unless the past due amount owed is paid in full prior to the awarding of the bid. Any rejections of low bids shall be explained and documented in writing and filed with bid documentation. A written award (such as a Notice to Proceed) mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the Invitation to Bid shall be deemed to result in a binding contract without further action by either party.
8. **Receipt of One Sealed Bid** - In the event only one sealed bid is received, no formal bid opening shall take place. If it is determined that specifications need revision, the one bid received will be returned unopened to the vendor with a letter of explanation, and a new Invitation for Bid shall be prepared. If it is determined that other vendors need to be contacted, the bid due date will be extended, and the one bid received will remain sealed until the new bid opening date. The vendor submitting the single bid will receive a letter of explanation.

### **Request for Qualifications**

For the procurement of services where the qualifications of the firm or its principals are central to the services performed, the initial step may be the issuance of a Request for Qualifications (RFQ) prior to or in place of issuance of an Invitation to Bid. RFQs are typically used when a specialized professional service is sought. An RFQ might seek information regarding background of the firm, summaries of similar work done by the firm, references, biographies of personnel, time allocation of staff for the project, etc. Price proposals for goods or services to be selected via RFQ must be submitted separately in a sealed price bid. Once RFQs have been received and evaluated, the top candidates might be invited for interviews and separately submitted pricing estimates are reviewed.

### **Bonding**

Bonds provide a form of financial protection against damages. A bond is a binding agreement executed by a bidder or vendor and another party to guarantee the performance of certain obligations or duties to the purchaser.

There are three types of bonds that may be appropriate for inclusion in procurement for costly items or construction projects.

### ***Bid Bond***

Bid bonds provide surety that the firm awarded a bid shall not withdraw the bid, shall insure the execution of the contract document, and shall furnish any required Payment and Performance Bonds. When specified in the Invitation for Bid and where the cost is greater than \$100,000 or as required by the City, each bid must be accompanied by a bid bond of not less than five (5) percent of the amount of the bid or as required by the City. The guarantee may be in the form of a Cashier's Check or Certified Check made payable to the City of Snellville, or a Bid Bond issued by a surety company. Bid Bonds will be returned upon award of the contract.

### ***Performance Bond***

A performance bond is executed following award to a successful bidder to protect the City of Snellville from loss due to the bidder's inability to complete the contract as agreed, and to secure the fulfillment of all contract requirements.

Following contract award and execution and prior to commencing work, the successful bidder will be required to furnish a performance bond if the contract is more than \$10,000 for road projects or more than \$50,000 for all other projects. The guarantee of performance may be in the form of a Cashier's Check, Certified Check made payable to the City of Snellville, Performance Bond, or irrevocable Letter of Credit issued by a Bank or Savings and Loan Association as defined in O.C.G.A., Section 7-1-4. Irrevocable Letters of Credit will not be accepted on contracts of more than \$300,000.

### ***Payment Bond***

The successful bidder will be required to furnish a guarantee of payment for the protection of all subcontractors, individuals, or businesses participating in the project or contract. The payment bond is normally in the amount of the contract awarded and must be provided prior to commencing work. This bond is required for construction or other projects with subcontractors that total \$25,000 or greater. This guarantee may be in the form of Payment Bond, Cashier's Check, Certified Check made payable to the City of Snellville, or an irrevocable Letter of Credit issued by a Bank or a Savings and Loan as defined in O.C.G.A., Section 7-1-4. Irrevocable Letters of Credit will not be accepted on contracts of more than \$300,000.

## **Purchase Methods**

### ***Purchase Requisition /Purchase Order***

Purchase of items valued at greater than \$1,000 through use of a Purchase Requisition followed by review and issuance of a Purchase Order is the

preferred method of payment.

A purchase requisition and purchase order both contain the same purchase information. The difference is that the purchase requisition is an internal document that establishes the intent and approval to purchase, whereas the purchase order is an external document that contractually authorizes the vendor to provide goods or services.

A purchase order is important because it is a legal document that creates a written obligation between the City of Snellville and a vendor. For this reason, it is important that purchase orders are created prior to the purchase, not "after the fact.. Purchase orders are also important to the City's accounting system because purchase orders encumber the department's budget.

Encumbering means that the budget line is reduced by the amount of the purchase order as soon as the Purchase Order is created, and before an invoice is received or paid. This improves budget control and reduces the chance of a budget accidentally being overspent.

The following procedures are used to prepare and issue purchase orders:

1. An authorized departmental representative completes an electronic purchase requisition using the appropriate software system. The requisition must include complete vendor name, item description (including a written description and stock number if applicable), quantity, cost,, and any other required product details as well as the appropriate budget account code the purchase is being charged to
2. The department director reviews the purchase requisition(s) for completeness and availability of budgeted funds before approving in the system.
3. Once the requisition is approved by the department director, a purchase order is automatically created in the system.
4. The Purchase Order is available in the system. Department directors may print and physically sign the PO before providing to a vendor if needed in order to proceed with purchase.

### ***Annual (or Term) Contracts and Blanket Purchase Orders***

It is often advantageous to procure goods or services on an annual or long-term basis. Such procurement might be for service or maintenance contracts, or for the purchase of commodities such as building or office supplies or petroleum products. Please note that all contracts including Annual or Term Contracts and Blanket Purchase Orders must comply with contracting requirements for signature and

attestation.

Service or maintenance contracts typically specify a term (length of agreement). Purchase of commodities may result in a pricing agreement. For example, a vendor might offer a percent discount from catalog or list price in anticipation of selling a greater quantity of goods to the City. Pricing agreements should require no commitment on the part of the City to buy a specific quantity of goods or service, and should contain a “nonexclusive” clause that allows the City flexibility to use other vendors when needed or desired.

In the event that the City enters into any pricing agreements, the City shall confirm the arrangements through a “blanket” purchase order that would confirm the pricing agreement but not indicate specific quantities or cost of goods to be purchased.

Normally, no contracts or blanket purchase orders shall exceed one year in length. Moreover, contracts or blanket purchase orders always expire at the end of the fiscal year due to the necessity for Mayor and Council to establish new budget authority.

### ***Charge Accounts /Charge Cards***

The City has a limited number of charge accounts and charge cards with area merchants. A list of these merchants is available from the Finance Manager. Staff should inquire with their department director and/or Finance Manager to remain informed about when availability and use of a charge account or card is the best payment option.

In general such arrangements are acceptable and beneficial when:

1. The City expects to have multiple purchase transactions with the merchant;
2. The City can authorize departments /individuals who have purchasing Privileges for these recurring transactions; and
3. Billing procedures provide an audit trail of what department or individual made the purchase

The City Manager and Finance Manager are responsible for processing any paperwork necessary to establish or alter such arrangements with prospective or existing vendors. Departments may request changes that are deemed to be of benefit to the City, but are not authorized to establish charge accounts on their own.

### ***City Credit Card***

The City Manager maintains two (2) credit cards for use by the City of Snellville. the Police Chief, at discretion of City Manager, is authorized to maintain one (1) credit card for purchases. Credit cards shall be used only for purchases that cannot easily

be made through alternative methods. Common uses for the card are:

- Conference and Training Registrations
- Purchases from Online Vendors Recurring (ie monthly) Service Costs

Departments who require use of the credit card to complete a purchasing transaction must coordinate use with the City Manager or a designee, including considering credit and purchasing limits and appropriate planning for timing (such as in the case of registering multiple staff for conferences or trainings that take place at the same time).

Authorized use of credit cards is achieved by:

- Verification of sufficient budgeted funds by staff and/or department director
- Signing out credit card from City Manager or designee
- Purchase completion and retention of receipt
- Printing of receipt, notation of appropriate fund code for cost, and signature by department director
- Submission of receipt with fund code information and signature to Administrative Manager or designee. Regular failure to provide required documentation and receipts will result in denial of use of City credit card.
- The Finance Manager or designee is responsible for reconciling the credit card statement and preparing the accounting entries to record expenditures.
- The credit card shall be paid prior to the due date to avoid any charges.

Use of the City credit card is absolutely prohibited in the following situations:

1. Any purchase that is not budgeted or exceeds the department's approved budget amount.
2. Any purchase that is not workrelated
3. Cash advances through ATMs or bank tellers.
4. Purchases of personal items of any nature.

### ***Petty Cash Purchases***

When warranted, petty cash funds may be established in an amount not to exceed \$250 per department. These petty cash funds are to be used for minor purchases that may be expedited more efficiently using cash than with a purchase order or charge card. Petty cash may under no circumstances be used to conduct personal

business. For instance, petty cash may never be used to cash employee checks.

Petty cash purchases must be approved by the department director and are reimbursed following submission of the Check Request Form and all related required documentation to the Finance Manager. Related receipts and itemized purchase documentation must be submitted with the Check Request Form and the form must also include proper budget account codes and approval by the appropriate Department Director.

Following review, funds are reimbursed to the appropriate petty cash fund by the Finance Manager.

Petty cash shall be maintained in a secure manner by each department director via a documented process approved by City Manager.. The total of cash and petty cash receipts on hand should always be equal to the authorized petty cash amount and is subject to unannounced desk audit by either City staff or external auditor. Any shortages or overages of petty cash should be reported immediately to the Finance Manager and City Manager along with documentation detailing the amount above or below recorded fund balance and any other relevant details.

## Other Purchasing Policies and Procedures

### ***Sanitation and Recycling Services Contract***

The City contracts for sanitation and recycling services, and then provides those services to citizens. As an approved exception to the bid requirement for purchases in excess of \$75,000, this contract may be extended by vote of the City Council when the public works department demonstrates that extension of service contract serves the best interests of the City's taxpayers. If the Council determines that a new contract is desired, then standard bid procedures apply.

### ***Receiving***

It is the responsibility of department directors to execute appropriate follow-up to purchases to ensure that the goods or services ordered are received according to the requisition and purchase order. When a shipment is received, all goods should be inspected and compared to both the packing slip that accompanies the shipment and the internal copy of the purchase order.

### ***Only Known Source (Sole Source) Purchases***

"Only known source" purchases are purchases of goods or services that are so unusual or unique that only one vendor is known to provide this item. If a vendor sells a product that is unique in design, but other vendors have products with a different design that performs the same function, then this is not an "only known source" situation.



An exception to the requirement of competitive purchasing for any procurement over \$5,000 may be made in the unusual circumstance when a good-faith review of all known or potential vendors determines that there is only a single known source for procurement. Departments must take care to avoid eliminating competition by written specifications or other requirements that needlessly and unfairly result in excluding sources of supply.

Departments are required to provide a written explanation of any "only known source" purchases and have the purchase approved by the City Manager prior to issuance of a purchase order. A copy of the approved explanation shall be retained with the copy of the purchase order.

### ***Long Lead Time Purchases***

Items known to have a significant lead time for delivery, such as vehicles and heavy equipment or custom-made items built to order specifications, may necessitate purchase to be initiated to account for long lead time. Such items are permitted to be purchased as available with City Manager approval of request by department director.

### **Cooperative Purchasing**

The City may participate in a cooperative purchasing agreement for procurement with other governmental entities or non-governmental organizations for contracts, agreements or bids. Cooperative purchasing helps to reduce the cost of purchased goods and services through pooling the purchasing power of multiple agencies.

The City may also participate in "piggy-backing" onto existing procurements of other governmental entities or non-governmental organizations provided that the procuring entity purchasing policies are compatible with Snellville's purchasing policies. These may include, but are not limited to, state contracts and bids, county contracts and bids and local government contracts and bids.

### ***Emergency Purchases***

Normal competitive purchasing procedures may be temporarily waived during bona fide emergencies. An emergency is hereby defined as any situation or circumstance that is determined to constitute a threat to public health, safety or welfare or to the soundness and integrity of public property, or to the delivery of essential services, and where the adverse effects of such emergency may worsen materially in the short term with the passage of time. Approval of purchases under emergency circumstances shall be based upon City Manager approval.

### ***End of Fiscal Year Purchases***

Snellville adheres to generally accepted accounting principles for local governments. These accounting principles provide that expenditures are accounted for when the "liability is incurred." For instance, if a purchase order is issued in June, the amount of the purchase order is not charged against that year's budget if the item is not received until July or August. An invoice must be issued before the order is charged to

a budget. If an item is bought through a charge account in June, it is charged against that year's budget, even if the charge card account statement is not received until July. Similarly, generally accepted accounting principles do not permit a purchase initiated in July to be charged against the prior year's budget.

To reduce end of year confusion and accounting problems, purchasing should be minimized to critical items only during the month of June. In particular, expenditures from departmental contingency accounts should not take place during the month of June.

All purchase orders are closed on June 30 and must be reissued and budgeted for in the next year's budget.

## **Invoices and Accounts Payable**

### ***General Rules and Principles***

- All purchasing activity that results in the issuance of a City check requires adequate supporting documentation prior to making the payment. Supporting documentation includes, as appropriate, purchase requisitions /purchase orders, invoices, receipts for expense reimbursement, Check Request Forms, charge card /credit card statements, contracts, expense reports, etc. .
- Payment authorizations should be supported by original invoices rather than a copy of an invoice or a statement. This is important to prevent duplicate payments to vendors. Any exceptions must be documented explaining the reason for using a copy.
- Payment checks to vendors shall not be issued until the department director or other authorized department employee has approved the invoice or other supporting document for payment.
- The City's standard terms of payment are to pay within 30 days of the receipt of an invoice. All personnel, within the Finance Office and within departments, must work together to assure that this standard is met. This standard is used to protect the City's creditrating and avoid late charges.
- Department directors shall assure themselves that the goods have been received in good condition and correct quantity, or that the service has been satisfactorily performed, prior to approving payment. Any charges in dispute shall promptly be communicated to the vendor, and then await resolution prior to payment.
- "Special handling" or "rush" handling of invoices is inefficient and expensive and therefore strongly discouraged except with City Manager approval. Priority must be given to standard, efficient invoice processing according to these procedures, and avoidance of invoice handling outside the norm due to failure to adequately plan.

## Operational Procedures

1. All invoices should be mailed or sent to the department initiating the purchase. The invoices shall be marked the date received, budget account and approval by department director.
2. Approval of invoices for goods or services purchased is part of each department's fiscal accountability. This step is intended to assure that no checks are issued merely because an invoice has been received or prior to verification that the ordered goods and services have been provided (see the Receiving section above for more details). Invoices should be carefully checked and checked for accuracy against any purchase orders and packing slips.
3. Invoices should be processed by departments on a daily basis. Approved invoices must be sent to the Finance Manager in a timely manner to be processed for payment.
4. For invoices initiated by a purchase order, the Purchase Order Manager (currently the City Clerk) shall receipt the corresponding purchase order filed by vendor and check the invoice and purchase order for conformity. Should there be any significant deviations, such as additional items on the invoice or prices that exceed the purchase order amount by more than 5%, or any other perceived irregularity, the invoice should be flagged for further explanation from the department or vendor.
5. Invoices will be paid every other Thursday to control workflow in the Finance Manager's Office. The Finance Manager must receive all invoices and related documentation **no later than 12:00 p.m. on the Tuesday before the check run**. This consideration is very important to avoid last minute problems and provide adequate time to carefully complete all check issuing procedures.

Approved invoices returned from the departments are entered into the accounts payable system by the Finance Manager in a timely manner that will assure all approved invoices are paid on the Thursday check run dates. These invoices are to be designated as 'entered.' Payment dates will be entered to meet the City's standard of paying valid invoices within 30 days of receipt. To provide adequate time for mail handling, invoices are to be set up for checks to be issued (at least) 5 days before the due date.

6. It is the responsibility of the Finance Manager to assure that the invoice payment process operates smoothly and invoices are paid within the 30 days. Any failures to meet this standard, any receipt of past due notices, or any problems that hinder meeting the 30-day standard shall be reported immediately to the Finance Manager.

8. Prior to a check run a Payable Register is run and reviewed for errors:
9. Checks are printed and signed through the financial software.
10. A Check Register is run following each check run.
11. Original checks are inserted into envelopes along with any remittance invoice copies furnished by the vendors. The check envelopes are put in the outgoing mail to be mailed the following morning.

### **Other Accounts Payable Issues**

#### ***Manual or "Rush" Checks, Pick-up of Checks***

Checks are issued bi-weekly on alternate Thursdays. There should seldom be situations that require special processing of checks. As stated above, special handling is inefficient, expensive, disruptive, and can lead to errors. It is realized that exceptions may have to be made on occasion, but the circumstances should truly be exceptional.

In keeping with sound business practices, vendors or payees are not allowed to pick-up checks from the Finance Office. Checks, other than checks to city employees, are mailed to the payee.

#### ***Request for Check Form***

A "Request for Check " form may be used for payments or purchases not requiring a purchase order or involving a City credit card or petty cash. The form is to be completed, approved by the department, and sent to the Finance Office with appropriate supporting documentation.

#### ***Partial Payments***

Because of back orders or because many contractual purchases are paid over time, invoices are received which are only partial payments against the purchase order. In these situations, a department using the Request for Check Form may initiate the partial payments. The requests should be sent to the Purchase Order Manager (currently the City Clerk). The purchase order shall remain open until the final terms of the purchase order have been completed.

This Policy is adopted the 10<sup>th</sup> day of March 2025.

\_\_\_\_\_  
Barbara Bender, Mayor

*ATTEST:*

\_\_\_\_\_  
Tod Warner, Mayor Pro Tem

\_\_\_\_\_  
Melisa Arnold, City Clerk

\_\_\_\_\_  
Norman A. Carter, Council Member

*APPROVED AS TO FORM:*

\_\_\_\_\_  
Kerry Hetherington, Council Member

\_\_\_\_\_  
Jay Crowley, City Attorney  
Powell & Crowley, LLP

\_\_\_\_\_  
Cristy Lenski, Council Member

\_\_\_\_\_  
Gretchen Schulz, Council Member



**City of Snellville  
Purchasing Quotation Form**

This form is to be used to document quotations for purchases between \$5,000 and \$20,000. A **minimum of three (3) quotations are required**. A copy of the completed form should be sent to the Purchase Order Manager (City Clerk) along with invoice. Departments are responsible for retaining original copies.

Item(s) for which quotations are obtained: \_\_\_\_\_

Budgeted Amount: \_\_\_\_\_

Account Code: \_\_\_\_\_

Employee Receiving Quotes: \_\_\_\_\_

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

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

Supplier	Quotation Amount	Quote Received From <i>Name of Representative and Email, Catalog Reference (name, date, pg. #), Website Link, or Fax</i> ***Submit relevant documentation along with form	Date Received
	\$		
	\$		
	\$		
	\$		
	\$		

Submitted by: \_\_\_\_\_ Department: \_\_\_\_\_ Date: \_\_\_\_\_

Approved: \_\_\_\_\_

Department Director Signature

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## **Agenda Item Summary**

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Date: March 10, 2025

Prepared by: David Mitchell  
Director Public Works

Agenda item:  
Consideration and Action on Surplus of Public Works Vehicles and Equipment

Background:

Public Works has multiple pieces of machinery that are old and inoperable in their current condition. The cost to repair for general use would exceed the value of the equipment. The items to be surplus are:

1. 1998 Ford F-800 Dump Truck VIN# 1FDNF80C0WVA29504
2. 2007 Ford F-350 Bucket Truck VIN# 1FDWF36P07EB31405
3. John Deer Gator 4x2 # W004X2X054914
4. Marathon Baler Model: Gemini Serial# 842192 Conveyor Model:4813 Serial# 154603
5. Selco Baler Model# V5-R Serial # 029663657
6. 37 Ton Wood Splitter
7. Northstar 30 Ton Wood Splitter

The City will dispose of these by selling them on Gov Deals.

Financial Impact:

There is no cost to list on Govdeals.

Recommendation:

Approve the surplus of the equipment listed for disposal.

Action requested:

Motion and affirmative vote to approve the listed equipment for surplus.

Attachments:

- None