



AGENDA
SPECIAL CALLED COUNCIL MEETING
4040 S. BERKELEY LAKE RD.
BERKELEY LAKE, GEORGIA 30096
DECEMBER 1, 2022

7:00 PM Work Session | 8:00 PM Formal Session

Citizens are encouraged to offer comments on issues of concern as agenda items are reached and at the end of the meeting for all other issues. Please limit citizen comments to 2 minutes. Longer citizen comments are welcome in writing and will be added to the official record of this meeting.

WORK SESSION

CALL TO ORDER

AGENDA

PUBLIC HEARING

- a) O-22-245 - Proposed Amendment to Sections 78-3(Definitions), 78-111(Walls and Fences), and 78-203(RMD Residential Multifamily Duplex District) of the Zoning Ordinance regarding short-term rentals and front yard walls and fences

CONSENT AGENDA

- a) Minutes of November 17, 2022, Council Meeting
- b) Financial Statements of October 2022 – Unaudited
- c) Public Works: Waste Management Contract Addendum for 2023 Services
- d) Council Confirmation of George Kaffezakis Appointment to Planning & Zoning Commission
- e) Finance: Policy Setting a Capital Expense Minimum

OLD BUSINESS

- a) O-22-244- Proposed 2023 Budget
- b) O-22-245 – Proposed Amendment to Sections 78-3(Definitions), 78-111(Walls and Fences), and 78-203(RMD Residential Multifamily Duplex District) of the Zoning Ordinance Regarding Short-term Rentals and Front Yard Walls and Fences

NEW BUSINESS

EXECUTIVE SESSION (if needed)

CITIZEN COMMENTS

ADJOURNMENT

Requests for reasonable accommodations required by individuals to fully participate in any open meeting, program, or activity of the City of Berkeley Lake government should be made at least five days prior to the event by contacting the ADA Coordinator at 770-368-9484.



**COUNCIL MEETING
4040 SOUTH BERKELEY LAKE ROAD
BERKELEY LAKE, GEORGIA 30096
DRAFT MINUTES
NOVEMBER 17, 2022**

ATTENDANCE

Mayor: Lois Salter

Council Members: Rodney Hammond, Scott Lee, Chip McDaniel, Bob Smith and Rebecca Spitler

City Officials: Leigh Threadgill - City Administrator

Dick Carothers – City Attorney

Members of the Public: 1

Members of the Press: 0

WORK SESSION

The mayor and council reviewed the meeting agenda and materials with staff.

CALL TO ORDER

Salter called the meeting to order at 8:07 PM. A quorum of council members was in attendance.

PUBLIC HEARING

- a) O-22-244 – Proposed 2023 Budget

Salter solicited comments from the public regarding the proposed 2023 budget.

There were no comments.

AGENDA

Salter solicited motions regarding the agenda.

Hammond made a motion to accept the agenda as submitted. McDaniel seconded the motion. All council members were in favor and the motion passed.

CONSENT AGENDA

Salter noted the following as items on the consent agenda and solicited a motion:

- a) Minutes of October 20, 2022, Council Meeting
- b) Financial Statements of September 2022 – Unaudited
- c) Public Works: ARPA Stormwater Project, Change Order #1 (to fix sink hole in Hermitage Dr.)

Lee made a motion to approve all items on the consent agenda. Spitler seconded the motion. All were in favor and the motion passed.

OLD BUSINESS

- a) O-22-244 – Proposed 2023 Budget

Threadgill: O-22-244 is the proposed budget for 2023. This measure as presented anticipates no increase in the real property tax millage rate for 2023 over the rollback rate for 2022. The measure is presented for second read consideration.

Smith made a motion to place O-22-244, an ordinance to establish the budget for the year 2023, to repeal conflicting ordinances, to provide for an effective date and for other purposes, on second read. Hammond seconded the motion. All were in favor and the motion passed.

NEW BUSINESS

- a) O-22-245 – Proposed Amendment to Sections 78-3(Definitions), 78-111(Walls and Fences), and 78-203(RMD Residential Multifamily Duplex District) of the Zoning Ordinance regarding short-term rentals and front yard walls and fences

Threadgill: O-22-245 is a proposed amendment to the zoning ordinance. Section 78-3, Definitions, is proposed for amendment to add a definition of short-term rental as well as to fix formatting, spelling and grammatical errors. Section 78-203 is proposed for amendment to add short-term rentals as a permitted use in the RMD, Residential Multifamily Duplex district, subject to certain criteria. Section 78-111 is proposed for amendment to add standards governing walls and fences in the front yard. The Planning & Zoning Commission considered the proposed amendments at their meeting on October 25, 2022, and recommended approval.

McDaniel made a motion to place O-22-245, an ordinance to amend Sections 78-3(Definitions), 78-111(Walls and Fences), and 78-203(RMD Residential Multifamily Duplex District) to adopt regulations pertaining to short-term rentals and front yard walls and fences, to repeal conflicting ordinances, to provide for an effective date and for other purposes, on first read and to schedule a public hearing on the matter for Thursday, December 1st at 8:00 PM. Lee seconded the motion. All were in favor and the motion passed.

PUBLIC COMMENTS

There were none.

ADJOURNMENT

There being no further business to discuss, Spitler moved to adjourn. Smith seconded the motion. All were in favor and the motion passed.

Salter adjourned the meeting at 8:12 PM.

Submitted by:

Leigh Threadgill, City Clerk

City of Berkeley Lake

Budget vs. Actuals: 2022 Capital and Operating Budget - FY22 P&L

January - October, 2022

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
100 100 General	1,459,135	1,435,684	23,451	102.00 %
230.33.2100 ARP Act 230.33.2100		319,464	-319,464	
320 320 SPLOST Income	339,143	982,208	-643,065	35.00 %
Total Income	\$1,798,277	\$2,737,356	\$ -939,079	66.00 %
GROSS PROFIT	\$1,798,277	\$2,737,356	\$ -939,079	66.00 %
Expenses				
1 Gen Govt	344,908	546,565	-201,657	63.00 %
2 Judicial	1,372	9,190	-7,818	15.00 %
230 ARP Act Expenses 230	68,795	720,348	-651,553	10.00 %
3 Public Safety	86,330	141,819	-55,489	61.00 %
4 Public Works	73,152	149,869	-76,717	49.00 %
6 Culture and Recreation	12,541	20,580	-8,039	61.00 %
7 Housing and Development	22,060	119,100	-97,040	19.00 %
SPLOST Expenses	14,271	1,029,885	-1,015,614	1.00 %
Total Expenses	\$623,430	\$2,737,356	\$ -2,113,926	23.00 %
NET OPERATING INCOME	\$1,174,848	\$0	\$1,174,848	0%
NET INCOME	\$1,174,848	\$0	\$1,174,848	0%

City of Berkeley Lake

Income & Expense

October 2022

	TOTAL
Income	
100 100 General	200,285.28
320 320 SPLOST Income	714.79
Total Income	\$201,000.07
GROSS PROFIT	\$201,000.07
Expenses	
1 Gen Govt	28,748.59
230 ARP Act Expenses 230	6,227.50
3 Public Safety	5,569.14
4 Public Works	10,331.24
6 Culture and Recreation	861.95
7 Housing and Development	664.65
Total Expenses	\$52,403.07
NET OPERATING INCOME	\$148,597.00
NET INCOME	\$148,597.00

City of Berkeley Lake

Balance Sheet

As of October 31, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
General Fund	3,954,597.09
SPLOST Fund	907,969.56
Total Bank Accounts	\$4,862,566.65
Accounts Receivable	
Accounts Rec 1.11.1900.1	12,180.46
Total Accounts Receivable	\$12,180.46
Other Current Assets	
Accounts Rec - SPLOST 1.11.2000	38,804.35
Franchise Tax Rec 1.11.1550	112,500.00
Prepaid Expense 1.11.3600	7,382.43
Prepaid items 1.11.3800	3,749.67
Taxes Receivable 1.11.1600	243,592.18
Undeposited Funds 1.11.1114	150.95
Total Other Current Assets	\$406,179.58
Total Current Assets	\$5,280,926.69
Fixed Assets	
Building & Improvements 1.11.7400	1,770,036.08
Computer Equipment 1.11.6700	48,172.61
Furniture & Fixtures 8.11.7700	71,493.47
Land 8.11.7100	9,392,320.74
Machinery & Equipment 1.11.6500	121,737.28
Total Fixed Assets	\$11,403,760.18
TOTAL ASSETS	\$16,684,686.87
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable 1.12.1100	21,424.35
Total Accounts Payable	\$21,424.35
Credit Cards	
Credit Card (3322)	372.95
Total Credit Cards	\$372.95
Other Current Liabilities	
Deferred revenue 1.12.2500	7,150.93
Direct Deposit Payable	-0.01
Payroll Liabilities	66.10
PTO Accrual	7,694.60
Regulatory Fees Payable	7,065.14
Total Other Current Liabilities	\$21,976.76

City of Berkeley Lake

Balance Sheet

As of October 31, 2022

	TOTAL
Total Current Liabilities	\$43,774.06
Total Liabilities	\$43,774.06
Equity	
Fund Bal Unrsvd 1.13.4220	3,008,505.07
Investmt in fixedassets 1.13.4K	11,275,940.89
Reserve for prepaids 1.13.4125	12,599.12
Restricted4CapitalProj 1.13.4155	1,555,329.59
Retained Earnings 1.13.3000	-386,309.46
Net Income	1,174,847.60
Total Equity	\$16,640,912.81
TOTAL LIABILITIES AND EQUITY	\$16,684,686.87

ADDENDUM TO CONTRACT

THIS ADDENDUM TO CONTRACT (“Amendment”) is made and entered into as of the _____ day of _____, 2022, by and between the CITY OF BERKELEY LAKE, GEORGIA, (the “City”), and GEORGIA WASTE SYSTEMS, LLC, successor in interest to ADVANCED DISPOSAL SERVICES ATLANTA, LLC (the “Contractor”). The City and the Contractor are hereinafter collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Parties entered into that certain contract dated December 1, 2004, which provided the Contractor with the exclusive right to provide residential and commercial solid waste and collection services to the City (the “Contract”);

WHEREAS, the Contract has been amended on various prior occasions by Addenda setting forth modified terms and conditions agreed upon by the Parties; and

WHEREAS, the Parties desire to further extend the term of the Contract and amend Contractor’s compensation and certain other terms of the Contract;

NOW THEREFORE, in consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, do hereby agree as follows:

1. The Contract is hereby extended for an additional term of up to three (3) one-year periods beginning January 1, 2023. Either party may provide written notice by certified mail to the other party before ninety days-notice (90 days) of January 1 of each year of their intent not to renew the ensuing annual term. The Contract will automatically renew for an additional one-year term if no notice is provided after the 90 days-notice period. The term of the Contract may be further extended upon the mutual agreement of the parties expressed in writing prior to the expiration of the Contract.
2. Effective January 1, 2023, the compensation payable by the Customer to Contractor for once-a-week recycling with either a cart or bin, garbage with a cart, bulky waste and yard waste service to all Residential Units in the City shall be \$22.00 per month per Residential Unit. The rate for an additional cart per Residential Unit shall be charged at a rate of \$14.00 per month. Contractor shall only be required to collect Cart contents of garbage, no extra garbage bags outside of cart. The Senior discount enumerated in a previous addendum is no longer valid.
3. The fuel surcharge set forth in the Contract shall be eliminated effective January 1, 2023.
4. The CPI adjustment on all of Contractor’s compensation shall occur each January 1 during the term of the Contract beginning January 1, 2024. The CPI index used for this extended term shall be 100% of the Consumer Price Index for Water, Sewer, and Trash CPI, Not Seasonally Adjusted, All Areas, (WST CPI) published by the Bureau of Labor Statistics, U.S. Department of Labor (“C.P.I.”).

5. Contractor shall be entitled, with the City's approval, to an increase in compensation from the customer to offset any increases in recycling processing costs should the Contractor pay such fees. Documentation of such an increase shall be submitted to the City at its request. If the City's approval is not granted for such an increase in compensation, Contractor may provide City with a one hundred- and twenty-day (120 days) notice to terminate contract. In addition, in the event Contractor becomes liable for or is required to collect and/or pay any governmental tax or surcharge upon collection, such tax or surcharge shall be the responsibility of the customer to be paid along with Contractor's normal monthly compensation.

6. Free services to City include the weekly collection of garbage and recycling from one garbage Cart and recycling Cart at City Hall.

7. The Contractor shall continue to sponsor Earth Day at no charge at City Hall. Contractor's Earth Day sponsorship shall be limited to providing two trucks at City Hall from 7:00 am to 1:00 pm for the collection of bulky items delivered by residents on Earth Day.

8. The discount for City residents at Contractor's Doraville Transfer Station for contractor generated construction debris shall be discontinued effective January 1, 2023.

9. The definition of Force Majeure in the Contract shall be amended and replaced with the following language:

Except for the failure to make payment when due, neither Party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected Party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, epidemics and pandemics, labor shortages, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), declarations or acts of domestic or foreign governments, or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.

10. The services described herein do not include the collection and disposal of any increased volume of waste resulting from a flood, pandemic, hurricane or similar or different acts of God over which the Contractor has no control. In the event of such a flood, hurricane or other acts of God, Contractor and the City shall negotiate the payment to be made to Contractor for additional services, if the Contractor and City agree that the increased volume is to be handled by the Contractor. Further, if the City and Contractor reach such agreement, the City shall grant the Contractor variances in routes and schedules as deemed necessary by the Contractor.

11. Bulky Waste shall be collected weekly provided residents call in to request the service at least 24 hours before their collection day. Residents shall be limited to one Bulky Waste Item per week. Yard Waste shall be collected weekly. Leaves and grass shall be placed in paper bags provided by residents. Bags may weigh no more than 50 pounds. Shrubs and limbs shall be tied, bundled and placed at the curb. Limbs and shrubs may not exceed 4 feet in length or 4 inches in diameter.

12. Notices and Communication

City of Berkeley Lake
City Manager
4040 S. Berkeley Lake Road
Berkeley Lake, GA 30096

Waste Management
5374 Goshen Springs Road
Norcross, GA 30096

With a copy to: Waste Management Legal Department
800 Capitol Street, Suite 3000
Houston, TX 77002

13. Except as expressly set forth herein or as necessary to carry out the terms of this Amendment, no amendment of the terms of the Contract is intended hereby and all of the terms and conditions of the Contract shall remain in full force and effect.

14. This Addendum is hereby incorporated into the Contract, which together with prior addenda, contain the entire agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Addendum and the Contract shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal as of the date first above written.

CITY OF BERKELEY LAKE, GEORGIA

By: _____

Print Name: _____

Attest

GEORGIA WASTE SYSTEMS, LLC

By: _____

Print Name: _____

Attest

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM: LEIGH THREADGILL
SUBJECT: FINANCIAL POLICY – ESTABLISHING MINIMUM THRESHHOLD TO BE CONSIDERED A CAPITAL EXPENSE
DATE: NOVEMBER 23, 2022

During the last audit, the auditor suggested raising the minimum value of a capital expense to \$10,000. No written policy exists that addresses this issue, but past practice has been to consider anything \$500 or more to be a capital expense.

This memorandum is to establish the minimum value of a capital expense to be \$10,000 as a matter of policy.

City of Berkeley Lake - 2023 Proposed Budget Highlights

Please be advised of the following items of note regarding the proposed 2023 budget:

General

The City Treasurer and the Citizen Finance Committee approved the proposed 2023 budget as presented.

Revenues

- 1) The proposed budget anticipates no increase in the real property tax millage rate for 2023 over the rollback rate for 2022.
- 2) *Title Ad Valorem Taxes* have been increased by \$15,000 or 22% due to 2022 pacing.
- 3) *Occupation Taxes* have been increased by \$3,725 or 11% due to an increase in employee numbers across Berkeley Lake businesses during 2022.
- 4) *Interest Revenues* have been increased by \$21,060 or 557% in the 2023 budget over the 2022 budget due to market trends.
- 5) *SPLOST Revenues* have been increased by \$49,346 or 12.5% due to 2022 pacing.
- 6) *American Rescue Plan Act (ARPA)* grant revenue represents the funds carried over from 2021 and the second tranche of funds disbursed in 2022 less money expected to be spent before the end of the year on the ARPA Stormwater Project. Monies must be obligated by December 31, 2024 and disbursed by December 31, 2026.

Expenses

- 1) A total of \$15,500 in *Contingency* funds has been distributed over most departments.
- 2) *General Fund* expenses overall will be increased by 6.5%. The increase is due to the following:
 - a. increased costs across multiple sectors - city hall janitorial service, accounting services, engineering services and landscaping services,
 - b. a 7% cost of living adjustment, and
 - c. two license plate reader software subscriptions.
- 3) The General Government line includes salaries for the City Administrator and Assistant to the City Administrator. However, the City Administrator acts as the planning director (Housing and Development line item) and public works director (Public Works line item), spending approximately 30% of her time on each. The Assistant to the City Manager is the court clerk and spends approximately 10% of her time on court related duties (Judicial line item). In addition, she supports code enforcement (Public Safety line item) and permitting (Housing and Development line item) with approximately 10% and 25% of her time respectively.

	2022 Budget	2022 Forecast	2023 Budget	2023 vs 2022 Budget
100 General	1,034,800	1,118,342	1,108,565	7.1%
100 Reserves	-	-	-	
230 ARPA	400,884	400,884	-	
230 Reserves	-	-	620,348	
320 SPLOST	396,240	443,900	445,586	12.5%
320 Reserves	585,968	-	1,003,507	71.3%
Total Revenue	2,417,892	1,963,126	3,178,006	31.4%
General Government	546,565	451,934	565,823	3.5%
Judicial	9,190	3,112	9,190	0.0%
Public Safety	141,819	110,016	170,031	19.9%
Public Works	149,869	116,073	158,643	5.9%
Culture & Recreation	20,580	19,217	22,462	9.1%
Housing & Development	119,100	27,204	125,101	5.0%
General Expenses	987,123	727,557	1,051,251	6.5%
SPLOST Public Works	586,333	1,625	1,013,370	72.8%
SPLOST Admin Facilities	321,448	4,629	344,474	7.2%
SPLOST Public Safety	74,427	8,038	91,249	22.6%
SPLOST Expenses	982,208	14,292	1,449,093	47.5%
ARPA Expenses	-	100,000	620,348	
Total Expenses	1,969,331	841,849	3,120,692	58.5%
Addition to General Reserves	47,677	390,786	57,315	20.2%
Addition to SPLOST Reserves	-	429,608	0	

ORDINANCE

AN ORDINANCE TO ESTABLISH A BUDGET FOR THE YEAR 2023; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Be it ordained by the Mayor and the City Council of the City of Berkeley Lake that the 2023 Budget shall be appropriated as follows:

<u>Revenues</u>	
General	1,108,565
American Rescue Plan Act	620,348
SPLOST	<u>1,449,093</u>
Total Revenues	\$3,178,006
<u>Expenditures</u>	
General Government	565,823
Judicial	9,190
Public Safety	170,031
Public Works	158,643
Culture & Recreation	22,462
Housing & Development	125,101
Additions to General Reserves	57,315
SPLOST – Public Works	1,013,370
SPLOST – Admin Facilities	344,474
SPLOST – Public Safety	91,249
American Rescue Plan Act	<u>620,348</u>
Total Expenditures	\$3,178,006

All ordinances and parts of ordinances in conflict herewith are repealed to the extent of any such conflict. This ordinance shall be effective upon adoption by the Council of the City of Berkeley Lake.

So ordained, this 1st day of December 2022.

ATTEST:

Lois D. Salter, Mayor

Leigh Threadgill, City Clerk

First Read: October 20, 2022
Second Read/Hearing: November 17, 2022
Adoption: December 1, 2022

ORDINANCE NO. O-22-245

AN ORDINANCE AMENDING CHAPTER 78, ARTICLE I, SECTION 3, ARTICLE V, SECTION 111 and ARTICLE VIII, SECTION 203 OF THE CODE OF ORDINANCES OF THE CITY OF BERKELEY LAKE TO ADD A DEFINITION OF AND REGULATIONS REGARDING SHORT-TERM RENTALS AND AMEND REGULATIONS REGARDING WALLS AND FENCES IN FRONT YARDS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Section 1. It is hereby ordained by the governing authority of the City of Berkeley Lake that Chapter 78 of the Code of the City of Berkeley Lake be AMENDED by deleting Sections 78-3, 78-111 and 78-203, and substituting new Sections 78-3, 78-111 and 78-203 to read as follows:

Sec. 78-3. Definitions.

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

Accessory buildings and uses means a subordinate building or portion of the main building, the use of which is incidental to that of the dominant use of the main building or land including bona fide servants quarters. An accessory use is one which is incidental to the main use of the premises.

Accessory structure means a detached subordinate structure, the use of which is clearly incidental or related to that of the principal structure or use of the land, and which is located on the same lot as that of the principal structure or use.

Adjoining ~~and adjacent~~ and adjacent mean lying near, close; neighboring.

Basement means an area below the first floor which may have part but not more than one-half of its height aboveground level.

Boardinghouse ~~and roominghouse~~ and rooming house mean a dwelling in which meals or lodging, or both, are furnished for compensation to more than two but not more than ten nontransient persons.

Building means a structure which is designed and suitable for the habitation or shelter of human beings, or animals, or the shelter or storage of property, or for use and occupation for some purpose of trade or manufacture.

Building, detached, means a building having no party wall common with another building.

Building coverage means that portion of a lot that is covered by buildings as determined by the horizontal area measured within the outside of the exterior walls of the ground floor of all principal buildings, accessory buildings, and accessory structures on the lot, not including steps, terraces, and uncovered porches.

Building line and setback line mean a line dropped from the outer edge of any portion of the structure to the surface of the ground.

Business and business use mean necessarily requiring employment for one or more persons for the purpose of earning a livelihood, activities or persons to improve their economic conditions and desires, and generally relate to commercial and industrial engagements.

Customary home occupation means an occupation customarily carried on within a dwelling for gain or support involving the sale of only those articles, products or services produced on the premises, conducted entirely

within the dwelling by members of the immediate family residing in the dwelling unit and involving no display of articles or products.

Duplex means a residential structure designed for two-family occupancy.

Dwelling means a building or portion thereof designed exclusively for residential use, including one-family, two-family and multiple-family dwellings but not including hotels, boardinghouses, lodgings, or house trailers, whether such trailers be mobile or located in a stationary fashion as on blocks or other foundation.

Dwelling, detached, means a dwelling entirely surrounded by open space.

Dwelling, single-family, means a building designed for or occupied exclusively by one family.

Dwelling unit means a room or suite of two or more rooms that is designed for the occupancy, cooking and sleeping of one or more persons living as a family.

Exterior architectural feature means the architectural treatment and general arrangement of such portion of the exterior of a structure as is designed to be exposed to public view, including kind, color, and texture of the building material or such portion thereof and the type of all windows, doors, lights, signs and any other fixture appurtenant to such portion.

Family means one or more persons living as a single housekeeping unit and in a single living space. The term "family" does not include any organization or institutional group.

Floor area means the sum of the gross horizontal areas of the several stories of the building measured from the exterior faces of the exterior walls or from the centerline of the party walls; included shall be any basement floor, interior balconies and mezzanines, elevator shafts and stairwells and enclosed porches.

Floor area, single dwelling, means the gross horizontal area of the several floors of the one family residential structure, exclusive of carport, unfinished basement, attic and open porches.

Front and *frontage* mean that side of a lot abutting on a street or way and ordinarily regarded as the front of a lot, but it shall not be considered as the ordinary side of a corner lot.

Garage, private, means a detached accessory or portion of a main building used for the storage of self-propelled vehicles.

Height of building means the vertical distance from the mean, finished grade level at the front of the building to the highest point of the roof or parapet.

Improvement means any building, structure, place, work of art or other object constituting a physical betterment of real property, or any part of such betterment.

Incompatible use means a use which is incapable of existing in harmony with other uses situated in its immediate vicinity.

Junkyard means a place where junk, waste, discarded or salvage materials are bought or sold, exchanged, stored, baled, packed, disassembled or handled, including automobile wrecking yards, house wrecking, and structural steel material or equipment, scrap metal, rags, paper, or other scrap materials, used lumber, or for the dismantling, demolition or abandonment of automobiles or other vehicles or machinery or parts thereof.

Lot means a developed or undeveloped tract of land in one ownership, legally transferable as a single unit of land.

Lot area means the area of a horizontal plane bounded by the front, side and rear lot lines.

Lot, building, means land occupied or to be occupied by a building and its accessory buildings, or by a dwelling group and its accessory buildings, together with such open spaces as are required in the provisions of this chapter, having not less than the minimum area and width required by this chapter for a lot in the district in which such land is situated, and having its principal frontage on a street or on such other means of access as may be determined in accordance with the provisions of the law to be adequate as a condition of the issuance of a building permit for building on such land.

Lot, corner, means a lot which occupies the interior angle of two street lines which make an angle of less than 135 degrees with each other.

Lot coverage means that portion of a lot that is covered by impervious surfaces. Impervious surfaces include, but are not limited to, rooftops, buildings, drives, parking spaces, walkways, decks, patios, tennis courts, swimming pools and similar structures, compacted gravel, and any concrete or asphalt surface.

Lot depth means the mean horizontal distance between the front lot line and the rear lot line of a lot measured within the lot boundaries.

Lot, through, means a lot other than a corner lot having frontage on more than one street.

Lot width means the horizontal distance between the side lot lines measured along the setback or building line as established by this chapter.

Mobile home lot means a parcel of land for the exclusive use of the occupants of a single mobile home.

Mobile home park means a tract of land in single ownership which has been developed with all necessary facilities and services in accordance with a site development plan for the placement of mobile homes for nontransient use.

Mobile homes means a detached, single-family dwelling designed for ~~longterm~~long-term occupancy; designed to be transported after fabrication on its own wheels, arriving at a site where it is to be occupied as a complete dwelling unit usually, but not necessarily, including appliances and furniture and ready for occupancy. Any such structure shall be deemed to be a mobile home whether or not the wheels have been removed therefrom and whether or not resting upon a temporary or permanent foundation. Travel trailers or camp-type trailers are not mobile homes.

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

Nonconforming building or structure means a building or structure that does not meet one or more setbacks for the zoning district in which said building or structure is located, or a building or structure that exceeds the maximum lot coverage for the zoning district in which said building or structure is located, or a principal building or accessory structure that otherwise does not comply with dimensional requirements established by this ordinance for the particular principal building or accessory structure or for the zoning district in which the nonconforming building or structure is located.

Nonconforming use means any building or land lawfully occupied by a use at the effective date of the ordinance from which this chapter is derived or amendments thereto which does not conform after the passage of this chapter or amendment with the use requirements of this district in which it is situated.

Noxious matter means material which is capable of causing injury to living organisms by chemical reaction or is capable of causing detrimental effects upon the physical or economic ~~well-being~~well-being of individuals.

Occupancy pertains to and is the purpose for which a building is used or intended to be used. A change of occupancy is not intended to include a change of tenants or proprietors.

Office means a room or building in which a person transacts his business or carries on his stated occupation.

Open air market means display and retail sales of new goods, merchandise, and farm products in unenclosed space.

Open space means an unoccupied space open to the sky on a single lot with a building.

Park means a pleasure ground set apart for recreation of the public, to promote its health and enjoyment.

Porch, open, means a roofed open structure projecting from the outside wall of a building without window sash or any other form of permanent enclosure.

Principal use means the primary purpose that a lot serves or is intended to serve.

Private deed restrictions or covenants means private deed restrictions or covenants that are imposed on land by private landowners. They bind and restrict land in the hands of present owners and subsequent purchasers. They are enforced only by the landowners involved and not by any city or other public agency.

Public building means any building held, used or controlled exclusively for public purposes by any department or branch of government without reference to the ownership of the building or of the realty upon which it is situated.

Setback means the distance between a street line and the front building line of a principal building or structure, projected to the side lines of the lot and including driveways and parking areas, except where otherwise restricted by this chapter.

Short-term rental means an accommodation for transient guests where, in exchange for compensation, a residential dwelling unit or portion thereof is provided for lodging for a period of less than 30 days. For the purposes of this definition, a short-term rental shall include all housing types, but shall exclude boarding and rooming houses as they are defined by this code. Short-term rentals shall not constitute professional home offices or home occupations and shall not be subject to the general requirements and performance criteria governing home occupations set forth in Sections 78-204 through 78-207.

Sign, business or institution identification, means a sign which directs attention to a business or profession conducted or to a commodity, service or entertainment sold upon the premises where said sign is located or to which it is affixed.

Sign, flashing, means any illuminated sign on which the artificial light is not maintained stationary or constant in intensity and color at all times when the sign is in use. For the purpose of this chapter, any revolving illuminated sign shall be considered a flashing sign.

Sign, outdoor advertising, means an attached or freestanding sign that directs attention to a business, commodity or service not normally available on the premises on which the sign is located.

Start ~~and commencement~~ and commencement means the doing of some act upon the ground on which the building is to be erected, and in pursuance of a design to erect, the result of which act would make known to a person viewing the premises, from observation alone, that the erection of a building on that land had been commenced.

Storage means holding or safekeeping goods in a warehouse or other depository to await the happening of some future event or contingency which will call for removal of the goods.

Street means a public thoroughfare which affords the principal means of access to abutting property.

Street line means the dividing line between a lot, tract or parcel of land and a contiguous street.

Structural alteration means any change in either the supporting members of a building such as loadbearing walls, columns, beams or girders or in the roof and exterior walls.

Structurally altered means the making of a substantial change in the construction, identity and use of a present building.

Structure means anything constructed or erected, the use of which requires a location on the ~~ground,~~ ground, or ground or attached to something having a location on the ground. A single structure encompasses all manmade materials which are tightly integrated to form the whole.

Terrace ~~and patio~~ and patio mean an open porch without a permanent roof.

Townhouse means a single-family dwelling constructed as part of a series of dwellings, all of which are either attached to the adjacent dwelling or dwellings by party walls or are located immediately adjacent thereto with no visible separation between the walls or roofs having two stories, not including a basement.

Use means:

- (1) Any purpose for which a building or structure or tract of land may be designed, arranged, intended, maintained or occupied, or
- (2) Any activity, occupation, business or operation carried on, or intended to be carried on, in a building or other structure or on a tract of land.

Warehouse means a structure or part of a structure for storing goods, wares and merchandise, whether for the owner or for others and whether it is a public or private warehouse.

Way means a street or alley or other thoroughfare or easement permanently established for passage of persons or vehicles.

Width means a dimension measured from side to side at right angles to length.

Yard means an open space at grade between a building and the adjoining lot line occupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein. In measuring a yard for the purpose of determining a side yard, the depth of a front yard or the depth of a rear yard, the minimum horizontal distance between the lot line and the main building shall be used.

Yard, front, means a yard extending across the full width of the lot and measured between the front lot line and the front line of the main building.

Yard, rear, means a yard extending across the full width of the lot and measured between the rear line of the lot and the rear line of the main building.

Yard, side, means a yard between the exterior wall of the building and attached structures and the adjacent side line of the lot and extending from the front yard to the rear yard.

Zone and *zoning district* mean an area within which certain uses of land and buildings are permitted and certain others are prohibited. Yards and other open space are required, lot areas, building height limits and other requirements are established, all of the foregoing being identical for the zone in which they apply.

(Code 2004, § 39-103; Ord. No. O-109-09, 11-19-2009; Ord. No. O-119-10, 12-16-2010; Ord. No. O-143-12, 4-26-2012)

Sec. 78-111. Walls and fences.

The setback requirements of this chapter shall not prohibit any necessary retaining wall nor prohibit any wall or fence subject to the following requirements:

- ~~(1)~~ (1)—In a residential district, no wall or fence shall exceed six feet in height within a side or rear yard, ~~rear yard~~ or four feet within a front yard and no ~~chainlink~~chain-link fence is permitted in a front yard.
- (2) In a nonresidential district, fencing shall be allowed in the side and rear yard provided it does not exceed eight feet in height. Fencing not exceeding eight feet in height shall be allowed in the front yard in industrial zoning districts subject to the following:
 - a. All front yard fences shall be setback a minimum of five feet from the property lines and planted with a landscape strip consisting of one tree and eight shrubs for each 50 linear feet of strip length. The remaining ground area shall be sodded, seeded or hydroseeded with grass, and/or planted with groundcover species and/or provided with other landscaping material, or any combination thereof.
 - a.b. Chain-link fencing is prohibited in the front yard.
- ~~(2)~~ (3) Barbed wire is permitted only on top of fences in non-residential districts, a minimum of six feet above the natural grade.
- ~~(3)~~ (4) Walls and fences must be constructed of bricks, masonry, stone, metal, wood, rigid plastic, composite or fiberglass or other weather and decay-resistant materials designed for permanent outdoor use. Wood fences must be constructed of cedar, redwood, pressure-treated pine or other decay-resistant

wood. Fences must not be constructed from razor wire, filter fabric, plastic sheeting, plywood, or materials originally intended for other purposes.

- (54) Fences must be installed so that posts and lateral supports are not on the side of the fence facing an adjacent property or public right-of-way, unless exposed on both sides. Concrete block shall have a decorative treatment applied to any side facing adjacent property or public right-of-way.
- (65) Temporary fences constructed of light-duty wire or plastic mesh are permitted in residential districts for residential garden uses only for a period not to exceed six months.
- (76) The provisions of this section shall not apply to barriers erected for erosion and sedimentation control, tree protection, safety or security during construction or land disturbance activities.

(Code 2004, § 39-501; Ord. No. O-173-14, § 1, 9-18-2014)

Sec. 78-203. RMD residential multifamily duplexes.

- (a) This zoning district is intended to provide a mixed residential area for both single-family and duplex use.
- (b) The minimum area required for designation in the RMD multifamily residence district is ten acres.
- (c) Within the RMD multifamily residence district, the following uses are permitted:
 - (1) Residential structures designed for one- or two-family occupancy.
 - (2) No more than one duplex may be constructed on each lot of record.
 - (3) To partially offset the greater density of development, the minimum lot area and minimum floor space for duplexes is 50 percent larger than that required for single-family structures.

(4) Short-Term Rentals subject to the following standards:

a. Permit required. No person shall rent, lease, or otherwise exchange for compensation all or any portion of a dwelling unit as short-term rental, as defined in this Code, without first obtaining a permit from the city clerk and complying with the regulations contained in this section. No permit issued under this chapter may be transferred or assigned or used by any person other than the one to whom it is issued, or at any location other than the one for which it is issued.

b. Application for permit. Applicants shall submit, on an annual basis, an application for a short-term rental permit to the city clerk. Such application shall include:

1. The name, address, telephone, and email address of the owner(s) of record of the dwelling unit for which a permit is sought. Applications shall be limited to owner-occupiers receiving a current homestead exemption through Gwinnett County;

2. The address of the dwelling unit to be used as a short-term rental;

3. The name, address, telephone number and email address of the short-term rental agent, which shall constitute his or her 24-hour contact information;

4. The owner's sworn acknowledgement that he or she has received a copy of this section, has reviewed it and understands its requirements;

5. The number and location of off-street parking spaces allotted to the premises;

6. The owner's agreement to use his or her best efforts to assure that use of the premises by short-term rental occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties; and

7. Any other information that this chapter requires the owner to provide to the city as part of an application for a short-term rental permit. The city clerk shall have the authority to obtain additional information from the applicant as necessary to achieve the objectives of this chapter.

8. If the rental agent changes, the property owner shall notify the city within five business days.

9. Application fees shall be as established by the city council.

c. All short-term rentals shall be subject to excise tax pursuant to Chapter 34 of this Code.

d. All short-term rentals shall be subject to the nuisance and noise regulations pursuant to Chapter 26 of this Code.

e. The city clerk shall conduct a reasonable search of the city's records to determine if the applicant property has been the subject of two or more citations for a violation of the City Code in the preceding calendar year. If the search reveals two or more citations, without regard to a finding of adjudication of guilt, the permit shall not be renewed.

f. No property authorized by this subsection for short-term rentals may list the property for such use for more than 180 days per calendar year.

g. There shall be only one short-term rental of the premises during any particular time period.

(54) Except as stated above, RMD shall otherwise include and be subject to all of the regulations of the R-100 zoning district.

(Code 2004, § 39-810; Ord. No. O-106-09, 11-19-2009)

Section 2: Should any article, section, subsection, paragraph, clause, phrase or provision of this ordinance be adjudged invalid or held unconstitutional, such decision shall not affect or invalidate the remaining portions of this ordinance.

Section 3: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. This ordinance shall be effective upon adoption.

Passed and adopted by the Mayor and Council on this 1st day of December, 2022.

LOIS D. SALTER
Mayor

ATTEST:

LEIGH THREADGILL
City Clerk

1st Reading: November 17, 2022

2nd Reading: December 1, 2022

Council Adoption: December 1, 2022