



CITY OF JONESBORO
Work Session
1859 CITY CENTER WAY
February 6, 2023 – 6:00 PM

NOTE: As set forth in the Americans with Disabilities Act of 1990, the City of Jonesboro will assist citizens with special needs given proper notice to participate in any open meetings of the City of Jonesboro. Please contact the City Clerk's Office via telephone (770-478-3800) or email at rclark@jonesboroqa.com should you need assistance.

Agenda

- I. CALL TO ORDER - MAYOR PRO TEM TRACEY MESSICK**
- II. ROLL CALL - RICKY L. CLARK, JR., CITY MANAGER**
- III. INVOCATION**
- IV. ADOPTION OF AGENDA**
- V. WORK SESSION**

- 1. Discussion regarding the use of the City Center Council Chambers on March 7, 2023, as requested by Valencia Stovall for a graduation beginning at 6pm and ending at 8pm.
- 2. Discussion regarding a partnership with Chief Magistrate Court Judge Keisha Wright Hill, Chief Probate Court Judge Pam Ferguson to host free weddings on Valentine's Day in the Community Room of the Jonesboro City Center.
- 3. Discussion regarding Conditional Use Permit application, 23-CU-005, for a daycare by C Street Medical Consult Group / Alicia Cain, property owner, and Ann Doss, applicant, for property at 177 College Street (Parcel No. 13242D C001) Jonesboro, Georgia 30236.
- 4. Discussion regarding Conditional Use Permit application, 23-CU-004, for a nail school by Yaritza Francisco Hernandez, property owner, and LaPorsha Greer, applicant, for property at 184 North Avenue (Parcel No. 13239B B005) Jonesboro, Georgia 30236.
- 5. Discussion regarding Conditional Use Permit application, 23-CU-003, for wellness workshops by KIMCO Properties Inc., property owner, and Yolonda Welch-Jackson, applicant, for property at 194 Jonesboro Road, Suite A-5-A (Parcel No. 12048C A002) Jonesboro, Georgia 30236.
- 6. Discussion regarding a Conditional Use Permit application, 23-CU-002, for a convenience store by Asher Abraham, property owner, and Eizel Chavez, applicant, for property at 8274 Tara Blvd., Suite B (Parcel No. 13239D A002) Jonesboro, Georgia 30236.

7. Discussion regarding changing the City's Polling place for advanced voting and for the municipal election to the Jonesboro City Center located at 1859 City Center Way.
8. Discussion regarding a lease agreement by and between the City of Jonesboro and Clayton County, Georgia for the former City Hall building located at 124 North Avenue Jonesboro, GA 30236.
9. Discussion regarding a proposed text amendment to the City of Jonesboro Code of Ordinances, 23-TA-001, Ord. 2023-001, regarding a 6-month moratorium on certain uses listed in the "Table of Uses Allowed by Zoning District", Section 86-204, of Article VI – Conditional Uses, Chapter 86 – Zoning, of the City of Jonesboro Code of Ordinances. Specified uses to be considered for the 6-month moratorium include Air BnBs, Event Centers, Equipment Rental Businesses, Self-Storage Units, and Smoke / Vape Shops. The purpose of the moratorium is to clarify and improve development standards for these uses.
10. Discussion regarding acceptance of Jonesboro City Center Final Plat, 23-SUB-001.

VI. OTHER BUSINESS

- A. Executive Session for the purpose of discussing pending and/or potential litigation.

VII. ADJOURNMENT

	CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary	Agenda Item # - 1	5.1
	COUNCIL MEETING DATE February 6, 2023		
Requesting Agency (Initiator) Office of the City Manager		Sponsor(s)	
Requested Action <i>(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)</i> Discussion regarding the use of the City Center Council Chambers on March 7, 2023, as requested by Valencia Stovall for a graduation beginning at 6pm and ending at 8pm.			
Requirement for Board Action <i>(Cite specific Council policy, statute or code requirement)</i>			
Is this Item Goal Related? <i>(If yes, describe how this action meets the specific Board Focus Area or Goal)</i> Yes Community Planning, Neighborhood and Business Revitalization			
Summary & Background <i>(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)</i> A request has been received to utilize the Courtroom Chambers in the City Center for the graduation ceremony of the first cohort of "What's the 411: Clayton County." In 2020 Valencia Stovall formed Georgia Youth Career Center, LLC (GYCC) to provide career counseling and training to youth and young adults 12-23 years of age which will educate and empower them to be Georgia workforce ready. Her experience over the years as a business owner, policy maker, committee member, internet radio host, and public speaker allowed her to understand the importance of career counseling. GYCC has assembled top experts to ensure each client is approached with fresh eyes to develop customized, unique strategies for his/her career. GYCC is ready to help you on your path to success. As part of the cohort, they are seeking to utilize the Council Chambers for their graduation on March 7, 2023. There would be approximately 20 graduates to attend. There has not been a fee schedule assigned for the Council Chambers, but the staff has no issue with the request as presented. The hours of the graduation will be from 6:30 p.m. until 7:30 p.m. Several Jonesboro Staff members have participated as presenters in the cohort.			
Fiscal Impact <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>			
Exhibits Attached <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i> Re_ Program Graduation			
Staff Recommendation <i>(Type Name, Title, Agency and Phone)</i> Approval			

FOLLOW-UP APPROVAL ACTION (City Clerk)		
Typed Name and Title Ricky L. Clark, City Manager	Date February, 6, 2023	
Signature	City Clerk's Office	

From: [Valencia Stovall](#)
To: [Ricky , L. Clark, Jr.](#)
Subject: Re: Program Graduation
Date: Wednesday, February 1, 2023 8:41:54 AM

Good morning, it was good to see you last night. We would like to have access to the space from 6pm-8pm which includes setup & closeout.

Valencia Stovall
 Managing Member
 Georgia Youth Career Center, LLC
www.gayouthcarercenter.com
 678-632-2825

sent from my iPhone

> On Jan 27, 2023, at 12:23 PM, Ricky , L. Clark, Jr. <rclark@jonesboroga.com> wrote:

>

> What time are you thinking?

>

>

>

> Ricky L. Clark, Jr. | City Manager | City of Jonesboro, GA
 > Executive Director – Jonesboro DDA & Jonesboro Main Street
 > tel: 770-478-3800 | cell: 404-998-7060 | rclark@jonesboroga.com |
 > 1859 City Center Way Jonesboro, Georgia 30236 | www.jonesboroga.com
 > Like Us On Facebook Like Us on Twitter

>

>

> Confidential: Please be advised that the information contained in this email message, including all attached documents or files, is privileged and confidential and is intended only for the use of the individual or individuals addressed. Any other use, dissemination, distribution or copying of this communication is strictly prohibited. If you are not the intended recipient, please delete this message and notify us of incorrect delivery by immediate reply.

>

> -----Original Message-----

> From: Valencia Stovall <gycc820@gmail.com>

> Sent: Thursday, January 26, 2023 4:48 PM

> To: Ricky , L. Clark, Jr. <rclark@jonesboroga.com>

> Cc: Melissa Brooks <mbrooks@jonesboroga.com>

> Subject: Program Graduation

>

> Good afternoon pray all is well. The Making the Connection, What's the 411:Clayton County? Workshop series 1st cohort is almost completed. Thank you for being apart.

>

> A celebration of the graduates is planned on March 7, 2023. We would love to award the participants in the City of Jonesboro's Council Chambers followed by light refreshments. Please let me know if this possible. The tentative date is at. There will be an estimate of 20 graduates plus their families.

>

> Yours for a better Clayton County,

>

> Valencia Stovall

> Managing Member

> Georgia Youth Career Center, LLC

> www.gayouthcarercenter.com

> 678-632-2825
>
>
> sent from my iPhone

	CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary	Agenda Item # - 2
		COUNCIL MEETING DATE February 6, 2023
Requesting Agency (Initiator) Office of the City Manager	Sponsor(s)	
Requested Action <i>(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)</i> Discussion regarding a partnership with Chief Magistrate Court Judge Keisha Wright Hill, Chief Probate Court Judge Pam Ferguson to host free weddings on Valentine's Day in the Community Room of the Jonesboro City Center.		
Requirement for Board Action <i>(Cite specific Council policy, statute or code requirement)</i>		
Is this Item Goal Related? <i>(If yes, describe how this action meets the specific Board Focus Area or Goal)</i> Yes Innovative Leadership		
Summary & Background <i>(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)</i> In the spirit of Valentine's Day, staff is seeking approval for the City to partner with Chief Magistrate Court Judge Keisha Wright Hill, Probate Court Judge Pryor as well as other Magistrate Court judges to provide free weddings for the Community in the Community Room. The ceremonies will be performed from 9:00 a.m. – 4:00 p.m.. With all go around in the world as it relates to finances, this is just another way for our community to give back. Couples will be required to schedule a time to walk down the aisle and must bring their marriage license from probate court and a valid Id. Each couple may invite up to 10 guests to view the ceremony in person. This has been a growing trend across Georgia; however, we would be the first community in Clayton to offer this ceremony.		
Fiscal Impact <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>		
Exhibits Attached <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i> •		
Staff Recommendation <i>(Type Name, Title, Agency and Phone)</i> Approval		

FOLLOW-UP APPROVAL ACTION (City Clerk)		
Typed Name and Title Ricky L. Clark, City Manager	Date February, 6, 2023	
Signature	City Clerk's Office	



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

5.4

- 3

COUNCIL MEETING DATE
February 6, 2023

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

Community Development Director Allen

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Discussion regarding Conditional Use Permit application, 23-CU-005, for a daycare by C Street Medical Consult Group / Alicia Cain, property owner, and Ann Doss, applicant, for property at 177 College Street (Parcel No. 13242D C001) Jonesboro, Georgia 30236.

Requirement for Board Action *(Cite specific Council policy, statute or code requirement)*

City Code Section 86-105 – O&I Zoning Purpose and Standards; 86-122 Conditional Use Standards (Revised)

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board Focus Area or Goal)*

Yes Economic Development, Community Planning, Neighborhood and Business Revitalization

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Agency recommendation – **Denial of Conditional Use application**; Recently, the applicant submitted a zoning verification form for 177 College Street for a child day care and learning academy, which requires a conditional use permit. The property most recently served as a doctor's office. Zoned O&I (Office-Institutional), there is already a functional building and paved parking lot there. There are currently access drives to both College Street and Fayetteville Road.

In September 2019, the Council approved another daycare at the same property by another applicant, but the development did not come to pass. The approval conditions for that daycare were as follows:

1. Driveway exiting onto Fayetteville Road – right turn only.
2. Install a privacy fence for the fence portions facing Fayetteville Road, as specified on the diagram, minimum 4 feet in height.

The Council also required an evacuation plan for the daycare in 2019, due to the building being less than 500 feet from the potentially hazardous gas station and the Nex Air company (see enclosed correspondence). The past applicant coordinated with First Baptist Church of Jonesboro for an evacuation location. **The current applicant has not yet provided such a plan.**

Although the 2019 and current daycare applications are similar in some ways, especially the location of the required playground area towards the southern side of the building and the rear corner, a major difference in the plans is the treatment of the existing Fayetteville Road driveway. **The current application calls for the closing of the driveway and a new pickup / drop-off circulation pattern on the College Street side involving a new curb cut on College Street close to the College Street / Fayetteville Road intersection.**

Per the applicant, there would be 50 to 75 children participating daily.

(Note: The site plan requirements on page 3 of the application are typically for new developments that involve re-zonings.)

The City Code provides a definition for “day care center”:

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

February, 6, 2023

Signature

City Clerk's Office

Any place operated by a person, society, agency, corporation, institution, or group wherein are received, for pay, for group care for fewer than 24 hours per day without transfer of legal custody 19 or more children under 18 years of age.

The standards for daycares focus on the "Bright From the Start" program standards for children:

- (1) Every child day care facility shall provide proof of an approved Georgia Department of Human Services registration certificate prior to issuance of a Certificate of Occupancy, and shall conform to all applicable local, state, and federal standards, including Bright From the Start current program standards, O.C.G.A. Chapter 591-1-1. **The applicant will provide the certificate.**

An on-site outdoor play area is required, subject to the following minimum standards:

- (a) Size requirements.

(1) For Centers with a licensed capacity of 19 or more children first licensed after March 1, 1991, the Center shall provide or have ready access to an outdoor play area. The minimum size of the outdoor area must be equal to one hundred (100) square feet times one-third (1/3) of the Center's licensed capacity for children. **At 50 to 75 children planned daily, this would equal $100 \times (75 \text{ divided by three}) = 100 \times 25 = \text{minimum } 2500 \text{ square foot outdoor play area required.}$**

(2) For Centers with a licensed capacity of 18 or fewer children first licensed after April 21, 1991, the Center shall provide or have ready access to an outdoor play area. The minimum size of the outdoor area must be equal to one hundred (100) square feet times the center's licensed capacity for children.

With a minimum 50 children daily, this requirement would not be applicable.

(b) Playground Occupancy. At least one hundred (100) square feet shall be available for each child occupying the outside play area at any one time. Groups of children may be rotated if necessary so that one hundred (100) square feet per child is provided at all times. **At 50 to 75 children planned daily, this would equal $100 \times 75 = \text{maximum } 7500 \text{ square feet coverage required. At just half (38) the children outside on any shift, the minimum coverage required would be } 3800 \text{ square feet.}$**

(c) Location. Playgrounds shall be adjacent to the Center or in an area which can be reached by a safe route or method approved by the Department. Except in School-age Centers, the playground shall have shaded areas. **The grass areas between the building and College Street and the building and Fayetteville Road are not safe, as they are very close to these high traffic volume roads. Wooded areas along the southern and eastern property lines would be much further away from vehicle traffic but are probably too narrow for an adequately-sized and safe outdoor play area. Since most of the playground area cannot be hardscape, significant portions of existing asphalt would have to be removed.**

(d) Fence or Approved Barriers. Playgrounds shall be protected from traffic or other hazards by a four (4) foot or higher secure fence or other barrier approved by this Department. Fencing material shall not present a hazard to children and shall be maintained so as to prevent children from leaving the playground area by any means other than through an approved access route. Fence gates shall be kept closed except when persons are entering or exiting the area. **So noted.**

(e) Playground Surfaces. Except in School-age Centers, the playground shall have a surface suitable for varied activities. **Hard surfaces, such as gravel, concrete, or paving shall not exceed one-fourth (1/4) of the total playground area. So noted.**

(f) Equipment. Playground equipment shall provide an opportunity for the children to engage in a variety of experiences and shall be age-appropriate. For example, toddlers shall not be permitted to swing in swings designed for School-age Children. The outdoor equipment shall be free of lead-based paint, sharp corners and shall be regularly maintained in such a way as to be free of rust and splinters that could pose significant safety hazard to the children. All equipment shall be arranged so as not to obstruct supervision of children. **So noted.**

(g) Anchoring of Certain Equipment. Climbing and swinging equipment shall be anchored. **So noted.**

(h) Fall Zones and Surfacing. Climbing and swinging equipment shall have a resilient surface beneath the equipment and the fall zone from such equipment must be adequately maintained by the Center to assure continuing resiliency. **So noted.**

(i) Safety and Upkeep of Playground. Playgrounds shall be kept clean, free from litter and free of hazards, such as but not limited to rocks, exposed tree roots and exposed sharp edges of concrete. **So noted.**

(2) Off-street parking and/or drop-off space adequate to meet the needs of the proposed facility shall be provided. No on-street parking shall be permitted in conjunction with any child day care facility.

The City Code minimum parking requirements for day cares are as follows:

Section 86-410 (33) Kindergarten, day care centers and nursery schools shall provide one space for each employee and one space for every ten students, plus an area sufficient for the safe and convenient loading and unloading of students.

At one space for every ten students – $75/10 = 8 \text{ spaces required.}$

At one space for each employee (approximately 5) = 5 spaces required.

Total parking required = 13 spaces.

Staff counted and measured 17 parking spaces at the property, on 3 sides of the building. However, some parking would be lost on the south side if soft surface playground and fencing was installed.

Mayor and Council may attach conditions to an approval or may deny approval of a child day care facility upon finding that the proposed facility is within 500 feet of an establishment licensed for the sale of alcoholic beverages or within 500 feet of potentially hazardous land uses or activities that present unacceptable risks to operation of a child day care facility. "Potentially hazardous land uses or activities" include, but are not limited to, gasoline service stations, heavy industrial operations, storage of flammable materials, high pressure underground pipelines or truck or rail loading areas. Mayor and Council may attach conditions to an approval or may deny approval of a child day care facility upon a finding that traffic conditions present unacceptable risks to operation of the facility and/or the safety of children proposed to be served by the facility or that traffic impacts associated with the proposed facility would substantially jeopardize the appropriate use of neighboring properties.

There are no establishment selling alcohol beverages within 500 feet of the subject property, but there are two potentially hazardous land uses within 500 feet of the subject property (across Fayetteville Road): a gas station with gas pumps approximately 190 feet from the day care building, and a company called Nex Air with compressed gas cylinders and welding equipment approximately 145 feet from the day care building.

Staff recommendation: Denial of application; Although the property has adequate parking for a childcare center, staff has concerns with traffic circulation on the property during child drop-off times causing back-ups, particularly on College Street. Unlike the 2019 application, this applicant is proposing not to use the Fayetteville Road driveway and instead create a new, second driveway / curb cut on College Street. This would require Council approval, but the proposed location would be too close to the College Street / Fayetteville Road intersection, because the Code requires at least 150 feet of driveway / road separation. Two driveways close to Fayetteville Road would likely be a traffic nightmare during drop-off / pickup times, in area that already has congestion.

In addition, staff has doubts that the Code requirements for outdoor play space can be met on the narrow strips along the southern and eastern property lines. At least 2500 to 3500 square feet would have to be provided. These areas are also wooded. Staff does not believe that the required play areas could be safely located in the grass areas along College Street and Fayetteville Road. College Street is a relatively busy local road, and that portion of Fayetteville Road is very busy, just coming off of Tara Boulevard. Granted the play area would be required to be fenced, but if a child got out of the fence, they would be very near these roads.

Finally, the potentially hazardous land uses of the gas station and Nex Air are well below the 500-foot separation requirement. Due to several factors, this is not the safest spot for a child- care center with playing kids outdoors. No evacuation or safety plan has been provided by the current applicant.

An option other than denial would be to defer the application until next month's meeting in order to give the applicant more time to address these issues.

Fiscal Impact

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

Private Owner

Exhibits Attached (Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)

- Zoning Info
- Property Pictures
- Layout Plan
- 2019 Council Minutes

- Safety 2019
- Conditional Use - Daycare - Legal Notice
- Zoning Sign
- Acceptance Letter

Staff Recommendation *(Type Name, Title, Agency and Phone)*

Denial



CITY OF JONESBORO
 124 North Avenue
 Jonesboro, Georgia 30236
 City Hall: (770) 478-3800
 Fax: (770) 478-3775
 www.jonesboroga.com

MAR 14

ZONING VERIFICATION REQUEST

Important Notice:

BEFORE leasing, purchasing, or otherwise committing to a property you are STRONGLY ADVISED to confirm that the zoning and physical layout of the building and site are appropriate for the business use intended and will comply with the City's Zoning Ordinance. This includes having a clear understanding of any code restrictions, limitations or architectural guidelines that may impact your operation and any building and site modifications that may be necessary to open your business. This document does not authorize a business to conduct business without an Occupational Tax Certificate. This could result in closure and/or ticketing.

Applicant's Information

Name of Applicant: Ann Doss
 Name of Business: Garden of Angels Learning Academy and Day Care LLC
 Property's Address: 177 College St. Jonesboro GA 30236
 Email Address: ann6587@aol.com
 Phone: (Day): 470-473-3646 (Evening): Same

Property Information

Current Use of Property: It was a Adult day-care and Doctor office

Proposed Use of Property (Please provide in great detail the intended use of the property):

I would like to make this property a Day-Care for Special need Children.

Ann Doss
 Applicant's Signature

12-20-22
 Date

FOR OFFICE USE ONLY:

Current Zoning: O+1

NAICS Code: 62441

Required Zoning: H30+1, MX, C1, C2

Conditional Use Needed? ☒ Yes or ☐ No

☐ APPROVED

DENIED ☐

Comments:

CONDITIONAL USE PERMIT REQUIRED AND MUST COMPLY WITH SEC. 85-122

[Signature]
 Zoning Official Signature

12/21/22
 Date

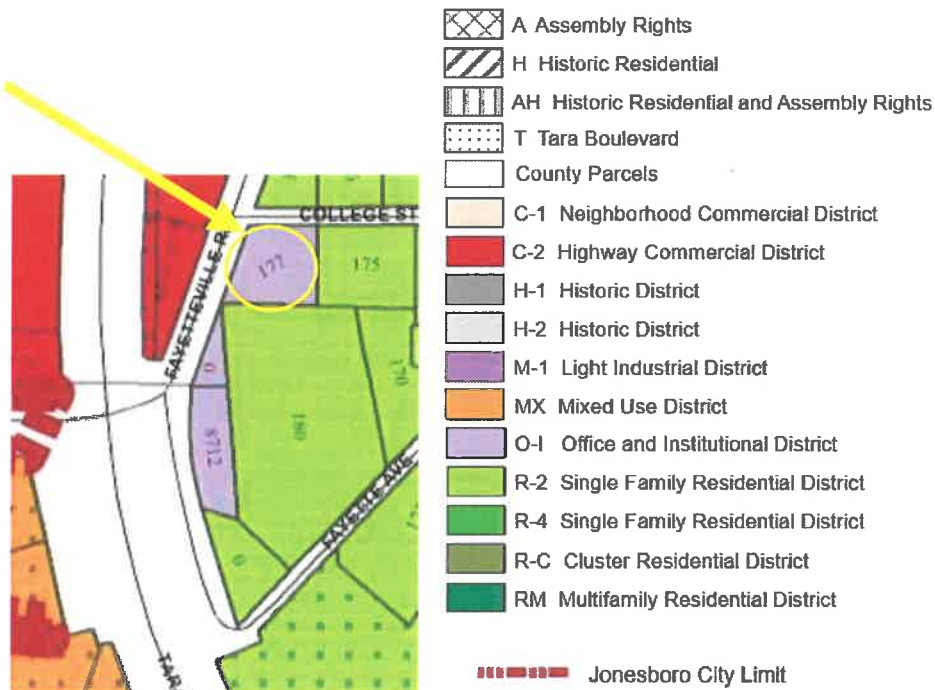
Applicant – Ann Doss
 Name of Business – Garden of Angels Learning Academy and Day Care LLC
 Address - 177 College Street
 Zoning District – O&I
 NAICS – 62441

Proposed Use: Childcare Center

NAICS Code	USES	R-2	R-4	R-C	CCM	RM	H-1	H-2	O&I	MX	C-1	C-2	M-1	Code Section
62441	Nursery school (Child Day Care Services) (Out of Home)	N	N	N	C	N	N	C	C	C	C	C	N	Sec. 86-122

Use is permitted "by right" in the district indicated = P; Use is permitted as a conditional use (section indicated) = C; Use is not permitted = N

Zoning Classifications



Sec. 86-122. – NAICS 62441, 6244 Child day care.

DAY CARE CENTER

Any place operated by a person, society, agency, corporation, institution, or group wherein are received, for pay, for group care for fewer than 24 hours per day without transfer of legal custody 19 or more children under 18 years of age.

(1) Every child day care facility shall provide proof of an approved Georgia Department of Human Services registration certificate prior to issuance of a Certificate of Occupancy, and shall conform to all applicable local, state, and federal standards, including Bright From the Start current program standards, O.C.G.A. Chapter 591-1-1. An on-site outdoor play area is required, subject to the following minimum standards:

(a) Size requirements.

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must be equal to one hundred (100) square feet times one-third (1/3) of the Center's licensed capacity for children.

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(d) Fence or Approved Barriers. Playgrounds shall be protected from traffic or other hazards by a four (4) foot or higher secure fence or other barrier approved by this Department. Fencing material shall not present a hazard to children and shall be maintained so as to prevent children from leaving the playground area by any means other than through an approved access route. Fence gates shall be kept closed except when persons are entering or exiting the area.

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(h) Fall Zones and Surfacing. Climbing and swinging equipment shall have a resilient surface beneath the equipment and the fall zone from such equipment must be adequately maintained by the Center to assure continuing resiliency.

(i) Safety and Upkeep of Playground. Playgrounds shall be kept clean, free from litter and free of hazards, such as but not limited to rocks, exposed tree roots and exposed sharp edges of concrete.

(2) Off-street parking and/or drop-off space adequate to meet the needs of the proposed facility shall be provided. No on-street parking shall be permitted in conjunction with any child day care facility. Mayor and Council may attach conditions to an approval or may deny approval of a child day care facility upon finding that the proposed facility is within 500 feet of an establishment licensed for the sale of alcoholic beverages or within 500 feet of potentially hazardous land uses or activities that present unacceptable risks to operation of a child day care facility. "Potentially hazardous land uses or activities" include, but are not limited to, gasoline service stations, heavy industrial operations, storage of flammable materials, high pressure underground pipelines or truck or rail loading areas.

Mayor and Council may attach conditions to an approval or may deny approval of a child day care facility upon a finding that traffic conditions present unacceptable risks to operation of the facility and/or the safety of children proposed to be served by the facility or that traffic impacts associated with the proposed facility would substantially jeopardize the appropriate use of neighboring properties.







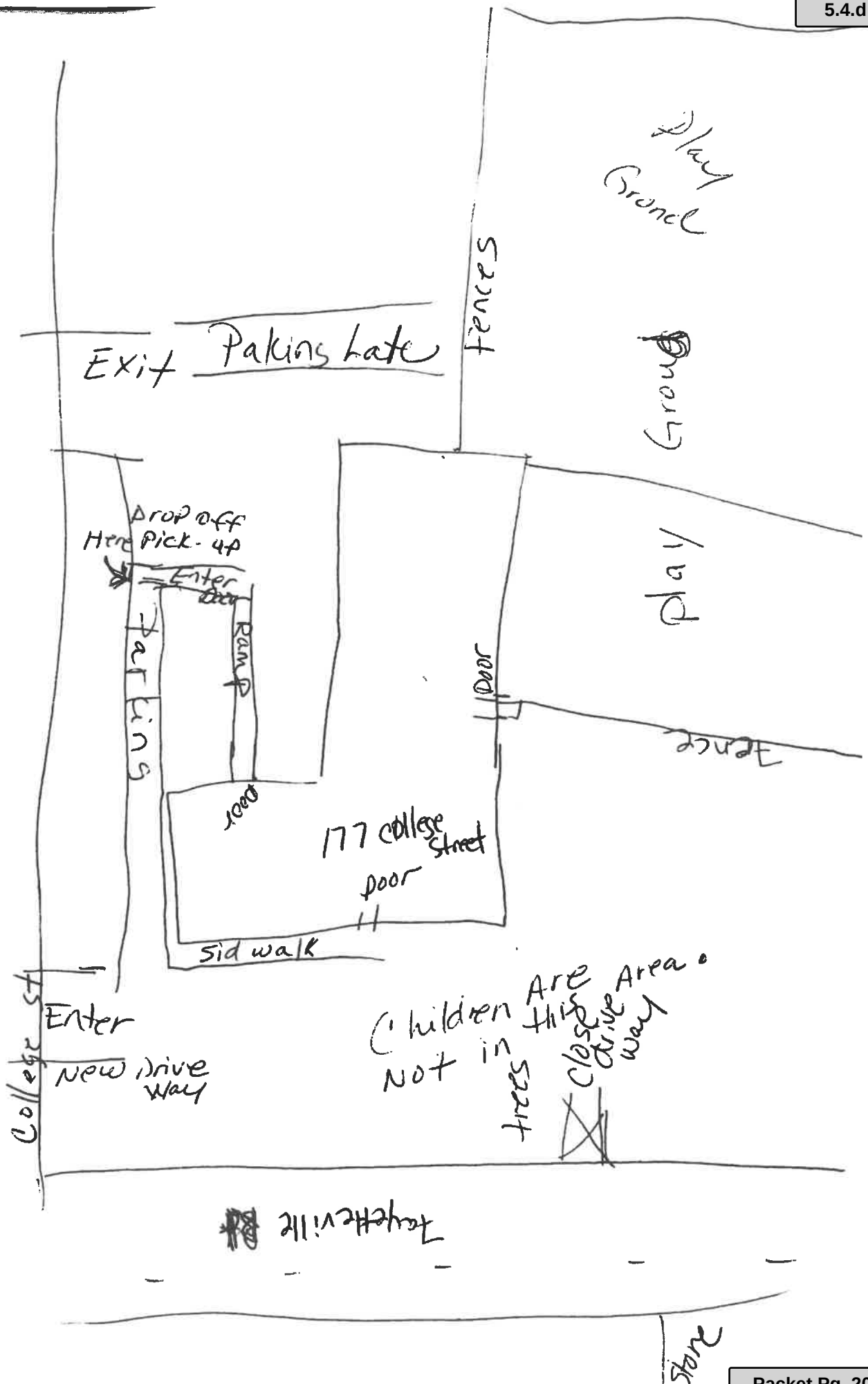


Attachment: Property Pictures (3310 : 177 College Street - Daycare)





Attachment: Property Pictures (3310 : 177 College Street - Daycare)





CITY OF JONESBORO
Regular Meeting
170 SOUTH MAIN STREET
September 9, 2019 – 6:00 PM

NOTE: As set forth in the Americans with Disabilities Act of 1990, the City of Jonesboro will assist citizens with special needs given proper notice to participate in any open meetings of the City of Jonesboro. Please contact the City Clerk's Office via telephone (770-478-3800) or email at rclark@jonesboroqa.com should you need assistance.

POST AGENDA MINUTES

This document is tentative, has not been ratified or approved by the Council, and is not binding on the City or any officer.

I. CALL TO ORDER - MAYOR JOY B. DAY

II. ROLL CALL - RICKY L. CLARK, JR., CITY MANAGER

Attendee Name	Title	Status	Arrived
Larry Boak	Councilmember	Absent	
Alfred Dixon	Councilmember	Present	
Bobby Lester	Councilmember	Present	
Billy Powell	Councilmember	Remote	
Pat Sebo-Hand	Councilmember	Present	
Ed Wise	Councilmember	Present	
Joy B. Day	Mayor	Present	
Ricky L. Clark	City Manager	Present	
Pat Daniel	Assistant City Clerk	Present	
Clifford Kelker	Chief of Police	Present	
Joe Nettleton	Public Works Director	Present	
Cable Glenn-Brooks	Executive Assistant	Present	
Derry Walker	Chief Code Officer	Present	
David Allen	Community Development Director	Present	

III. INVOCATION - PASTOR JARED NEWLOVE, ANTIOCH BAPTIST CHURCH

IV. PLEDGE OF ALLEGIANCE

V. ADOPTION OF AGENDA

1. Motion to adopt the agenda with the following amendments:

RESULT: APPROVED [UNANIMOUS]
MOVER: Pat Sebo-Hand, Councilmember
SECONDER: Alfred Dixon, Councilmember
AYES: Dixon, Lester, Powell, Sebo-Hand, Wise
ABSENT: Boak

Under Old Business

Add Item No. #3 - Council to consider the declaration of surplus for property located 144 Smith Street Jonesboro, Georgia 30236.

Under Executive Session -

Add the discussion of pending and/or potential litigation.

2. Motion to adopt the agenda

RESULT: APPROVED [UNANIMOUS]
MOVER: Alfred Dixon, Councilmember
SECONDER: Billy Powell, Councilmember
AYES: Dixon, Lester, Powell, Sebo-Hand, Wise
ABSENT: Boak

VI. PRESENTATIONS

Superintendent Morcease Beasley highlighted on Advanced and Accelerated Learning for all students in Clayton County. Dr. Beasley stated that the goal is to make sure all kids have the right experience so that they can take full advantage of opportunities that exist at the post-secondary level.

Mayor Day also recognized Audrey King who is serving as the new Metro South Regional Director for Georgia Power Company.

VII. PUBLIC HEARING

1. Public Hearing regarding a Conditional Use Permit Application #19-CU-005 for a child care center, by Teneshia Skrine for property located at 177 College Street (Parcel No. 13242D C001), Jonesboro, Georgia 30236.

RESULT:

CLOSED

At this time, Mayor Day opened the Public Hearing. As none were present to speak, the Public Hearing was duly adjourned.

VIII. PUBLIC COMMENT (PLEASE LIMIT COMMENTS TO THREE (3) MINUTES)

Joel Aviles, 800 N. McDonough Street, thanked Mayor and Council for all the work being done to improve the city.

Akina Sims, 7878 N. Main Street, Apt 69, Expressed her disappointment in the Council's efforts to create division and injustice.

IX. MINUTES

1. Consideration of the Minutes of the August 12, 2019 Regular Meeting.

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Pat Sebo-Hand, Councilmember
SECONDER: Alfred Dixon, Councilmember
AYES: Dixon, Lester, Powell, Sebo-Hand, Wise
ABSENT: Larry Boak

2. Consideration of the Minutes of the September 3, 2019 Work Session.

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Pat Sebo-Hand, Councilmember
SECONDER: Alfred Dixon, Councilmember
AYES: Dixon, Lester, Powell, Sebo-Hand, Wise
ABSENT: Larry Boak

X. CONSENT AGENDA

RESULT: ADOPTED [UNANIMOUS]
MOVER: Pat Sebo-Hand, Councilmember
SECONDER: Alfred Dixon, Councilmember
AYES: Dixon, Lester, Powell, Sebo-Hand, Wise
ABSENT: Larry Boak

1. Council to consider approval of an Agreement of Services by and between the City of Jonesboro and Terracon to provide Geotechnical Engineering Services and Special Inspections for the Broad Street Plaza Project.
2. Council to consider a master equity lease agreement by and between Enterprise Fleet Management and the City of Jonesboro.
3. Council to consider approval of Resolution #2019-009 recommending a service agreement with Piper Jaffray & Co. to perform services a financial advisor.
4. Council to consider approval of an agreement binding the City of Jonesboro and Georgia Power for the Broad Street Project overhead to underground conversion in the amount of \$1,251,290.63.

XI. OLD BUSINESS

1. Council to consider Conditional Use Permit Application #19-CU-005 for a child care center, by Teneshia Skrine for property located at 177 College Street (Parcel No. 13242D C001), Jonesboro, Georgia 30236.

RESULT: APPROVED [UNANIMOUS]
MOVER: Pat Sebo-Hand, Councilmember
SECONDER: Alfred Dixon, Councilmember
AYES: Dixon, Lester, Powell, Sebo-Hand, Wise
ABSENT: Boak

Approved with the following conditions:

- Exit onto Fayetteville Road - right turn only.
- Privacy fence facing Fayetteville Road, as specified on the diagram, minimum four feet in height.

2. Council to consider a Service Agreement by and between the City of Jonesboro and Syreta Kwindima to provide Logic & Accuracy Testing for the November 5, 2019 General Election.

David Allen

From: Inspired Minds <inspiredmsa@gmail.com>
Sent: Friday, September 6, 2019 1:29 PM
To: David Allen
Subject: Re: Site Plan
Attachments: CCLCEmergencyPlans IMSA 2.pdf

Great, thanks! Also, sending my emergency plans for that location to address the gas leak concerns. In addition, I have reached out Mr. Agnew and left a message with his secretary about using First Baptist Jonesboro as one of my Evacuation Locations. Furthermore, I reached out to the company Next Air and met with the manager, Mr. Elliot. He said that there are regular safety checks that the company performs to prevent the possibility of a gas leak. He stated that he would share that information with me as well to have for the next meeting. So, I am waiting for him to forward me the documents. Hopefully, I will have them in time.

Are there any questions or concern about the site plan?

Teneshia Skrine, Ed.S
 Executive Director

Inspired Minds S.T.E.A.M. Prep Academy

Office: 678-489-4450

Website: www.inspiredmsa.org

"At Inspired Minds S.T.E.A.M. Academy, *We Inspire, Engage, and Prepare each generation for STEAM learning!*"

On Fri, Sep 6, 2019 at 12:27 PM David Allen <dallen@jonesboroga.com> wrote:

Thank you. I will add all new information to the Council's packets

Attachment: Safety 2019 (3310 : 177 College Street - Daycare)

Legal Notice

Public Hearing will be held by the Mayor Pro Tem and Council of the City of Jonesboro at 6:00 P.M. on February 13, 2023, in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, GA, to consider a Conditional Use Permit application for a daycare by C Street Medical Consult Group / Alicia Cain, property owner, and Ann Doss, applicant, for property at 177 College Street (Parcel No. 13242D C001) Jonesboro, Georgia 30236. Mayor Pro Tem and Council will first discuss this item during their Work Session at 6:00 P.M. on February 6, 2023, also in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, GA.

David Allen
Community Development Director

Publish 1/25/23



Attachment: Zoning Sign (3310 : 177 College Street - Daycare)

CITY OF JONESBORO
PUBLIC NOTICE
An application has been filed for a
CONDITIONAL Use
at this location
177 College Street
A PUBLIC HEARING on this application will be
held on **February 13th to 2nd at 6 p.m.**
Any questions, call City Clerk, who
Date of Posting: **January 26th 20 23**
ATTENTION
DO NOT REMOVE UNTIL APPROVING DATE
Revised: 10/20/2022

CITY OF JONESBORO
PUBLIC NOTICE
An application has been filed for a
CONDITIONAL Use
at this location
177 College Street
A PUBLIC HEARING on this application will be
held on **FEBRUARY 13 120 23** at **6 p.m.**
1859 City Center Way
Any questions, call City Hall at 770-478-3800
Date of Posting - **JANUARY 26 20 23**
ATTENTION
DO NOT REMOVE UNTIL ABOVE MEETING DATE
Anyone caught defacing or removing this sign shall be guilty of a misdemeanor



MEMORANDUM

To: Ann Doss
P.O. Box 1282
Fayetteville, Ga. 30214

From: David D. Allen
City of Jonesboro
124 North Avenue
Jonesboro, GA 30236

Date: January 26, 2023

Re: Notification of Request for Conditional Use – Day Care, 177 College Street; Tax Map Parcel No. 13242D C001

Dear Applicant,

This letter is to serve as notification that the City of Jonesboro has received your request for the following requested conditional use for the above referenced property:

- Day Care

A Public Hearing has been scheduled for Monday, February 13, 2023 at 6:00 p.m. before the Jonesboro Mayor and City Council to consider the request as described above. The meeting will be conducted in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, Ga. A Work Session for this item will be held on Monday, February 6, 2023 at 6:00 p.m., also in the court chambers of the Jonesboro City Center. If you have any questions, please do not hesitate to contact me at 770-570-2977 or at dallen@jonesboroga.com.

Sincerely,

A handwritten signature in blue ink, appearing to be "D. Allen", with a long horizontal stroke extending to the right.

David D. Allen
Community Development Director / Zoning Administrator

Attachment: Acceptance Letter (3310 : 177 College Street - Daycare)



CITY OF JONESBORO, GEORGIA COUNCIL

Agenda Item Summary

Agenda Item #

5.5

- 4

COUNCIL MEETING DATE

February 6, 2023

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

Community Development Director Allen

Requested Action (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)

Discussion regarding Conditional Use Permit application, 23-CU-004, for a nail school by Yaritza Francisco Hernandez, property owner, and LaPorsha Greer, applicant, for property at 184 North Avenue (Parcel No. 13239B B005) Jonesboro, Georgia 30236.

Requirement for Board Action (Cite specific Council policy, statute or code requirement)

Section 86-107 C-2 District Standards; Conditional Uses, Article VI Sec. 86-198

Is this Item Goal Related? (If yes, describe how this action meets the specific Board Focus Area or Goal)

Yes Economic Development, Community Planning, Neighborhood and Business Revitalization

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Agency recommendation – **Approval of Conditional Use application**; Recently, the applicant applied for a nail training school at 184 North Avenue, suites 106 and 107. The property is a commercial development with three separate buildings, each with its own suites, but a shared parking lot. 184 North Avenue is the easternmost building and the subject suites are at the very northern end of the building. The property is zoned C-2 Highway Commercial. The property has access only off North Avenue.

The nail school will, obviously, teach students how to apply nails, which is a process requiring a State license. Per the applicant:

My passion continues as I am now pursuing the opening of a Nail School in Jonesboro that caters specifically to people with disabilities. The school curriculum is designed to accommodate the needs of these students and allow demonstrated mastery in nail artistry certification. Traditional nail schools often lack the necessary support and accommodations for students with disabilities on a level that offers schooling at the ability of the individual. I am determined to change that. At my school, my students will be able to learn at their own pace and receive the additional support they need to succeed. In the State of Georgia, it is typical for licensure as a Nail Technician to take between 5 to 6 months. Tailoring to the individual needs of students, the curriculum will me and my staff of instructors to work closely with registrants to ensure that they are able to reach their full potential.

- Days and hours of operation. 6 days (no Sunday)*
- Number of classes per day. 2 classes*
- Number of expected students per class. 10 to 15 per quarter*

Thus, with only 10 to 15 students per quarter, there will only be a handful of students at the property at any given time. Each suite is approximately 1200 square feet each.

Per the code, and per recent experience with a cosmetology school in the Kroger shopping center and a spa school on the same subject property (different building), this particular use requires a conditional use permit and must comply with Section 86-198:

Sec. 86-198. - NAICS 6116 Other schools and instruction, but not small-scale tutoring (10 students or less)

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

February, 6, 2023

Signature

City Clerk's Office

The following conditions are assigned in the H-1, H-2, O&I, and C-2 districts:

(1) Must be located on a street having a classification of collector or greater. **North Avenue is a collector street.**

(2) Must be established on a lot having a minimum area of one acre and a minimum frontage of 150 feet. **The total property is 2.2 acres and 275 feet wide.**

(3) Must be stand-alone buildings (no planned centers, connected storefronts sharing a common wall, or lots with zero lot line development or shared parking). **Although the proposed nail school suites connect to other suites, the school's relatively small student population should not impinge on nearby businesses. The intent of this standard is for large places of assembly to not negatively interfere with adjacent businesses, which is not the case here. The subject suites are also on the end of the building.**

(4) Must meet the requirements of Article XIII – Parking, Loading, and Interior Circulation.

Per Sec. 86-410 (30),

Colleges, universities, trade and vocational schools shall provide the larger of eight spaces for each classroom or one space for every 200 square-foot of classroom, plus one space for every two employees or administrative personnel.

With 2400 square feet of total space (12 spaces required) and two classrooms maximum (16 spaces required), plus two more spaces for personnel, the maximum number of parking spaces required at any given time is 18. There are over 50 parking spaces in the development. There will not be a large attendance at the school at any given time, so the need for 18 parking spaces at once will almost never occur.

(5) No paved parking area shall be established within 25 feet of a lot that is zoned residential or contains a residential use. **This is an existing building with an existing parking lot (in the front and one side). There is no parking or paving in the rear. The rear of this building abuts an auto repair shop, not residences.**

(6) Height regulations. The maximum height for buildings abutting a residential district or use shall be three stories or 35 feet as measured at any point 30 feet from any common property line. Building height may be increased one foot for every additional foot beyond a distance of 30 feet from any common property line.; however, no building shall ever exceed a total height of 75 feet.

Existing building not above 35 feet.

Should the Mayor and Council approve the request, the following minimal conditions shall apply:

- 1. All relevant State requirements for nail technicians shall apply.**
- 2. Facility shall have adequate ventilation, per current building codes.**
- 3. All new signage shall conform to City Sign regulations.**

Fiscal Impact

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

Private Owner

Exhibits Attached (Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)

- Zoning Info
- Introduction
- Property Pictures
- Conditional Use - Nail School - Legal Notice
- Acceptance Letter
- Zoning Sign

Staff Recommendation *(Type Name, Title, Agency and Phone)*

Approval



CITY OF JONESBORO
 124 North Avenue
 Jonesboro, Georgia 30236
 City Hall: (770) 478-3800
 Fax: (770) 478-3775
 www.jonesboroga.com

ZONING VERIFICATION REQUEST

Important Notice:

BEFORE leasing, purchasing, or otherwise committing to a property you are STRONGLY ADVISED to confirm that the zoning and physical layout of the building and site are appropriate for the business use intended and will comply with the City's Zoning Ordinance. This includes having a clear understanding of any code restrictions, limitations or architectural guidelines that may impact your operation and any building and site modifications that may be necessary to open your business. This document does not authorize a business to conduct business without an Occupational Tax Certificate. This could result in closure and/or ticketing.

Applicant's Information

Name of Applicant: LaPorsha Greer
 Name of Business: Aaliyah Beauty Bar LLC
 Property's Address: 186 North Ave Suit 104 — WRANG Building
 Email Address: aaliyahbeautybar22@gmail.com
 Phone: (Day): 678-604-6809 (Evening): 678-604-6809

Property Information

Current Use of Property: nail school
 Proposed Use of Property (Please provide in great detail the intended use of the property):
A nail school that is public that teaches how to do nails

LaPorsha Greer
 Applicant's Signature

Jan 5th 2023
 Date

FOR OFFICE USE ONLY:

Current Zoning: C2

NAICS Code: 6116

Required Zoning: H1, H2, O+1, C2

Conditional Use Needed? Yes or No

Comments: APPROVED

DENIED ☐

CONDITIONAL USE PERMIT REQUIRED AND MUST COMPLY WITH SEC. 86-198

[Signature]
 Zoning Official Signature

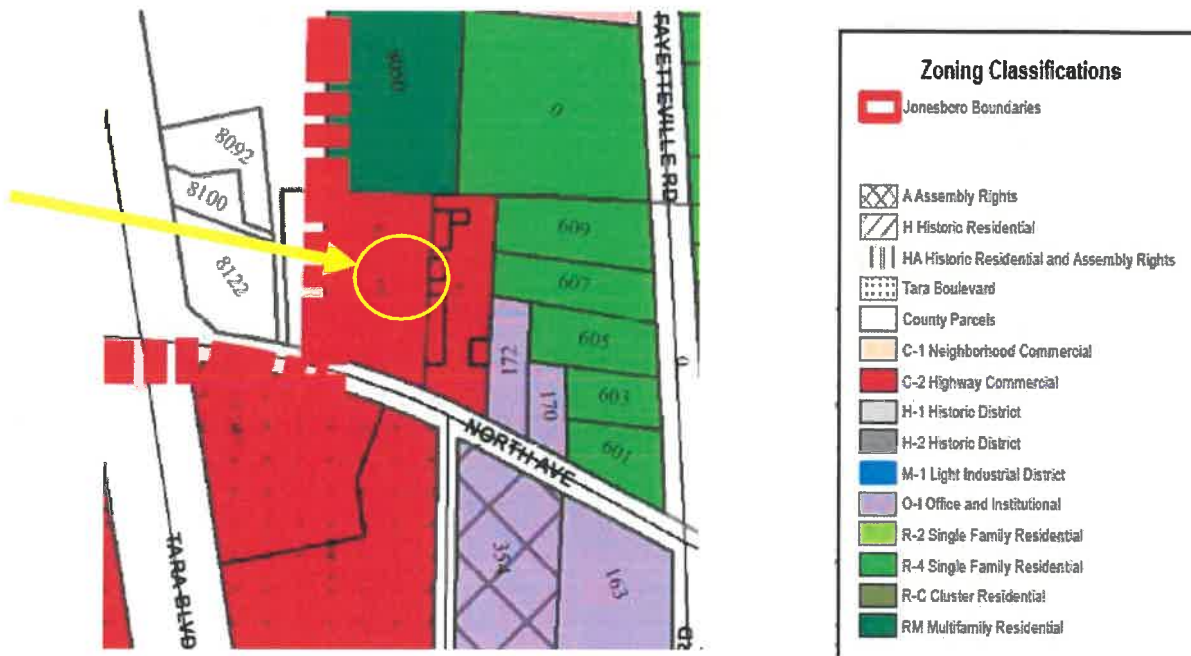
1/5/23
 Date

Applicant – LaPorsha Greer
 Name of Business – Aaliyah Beauty Bar LLC
 Address - 186 North Avenue, Suite 104
 Zoning District – C-2
 NAICS Code: 6116

Proposed Use: Nail school

Use is permitted "by right" in the district indicated = P; Use is permitted as a conditional use (section indicated) = C; Use is not permitted = N

NAICS Code	USES	R-2	R-4	R-C	CCM	RM	H-1	H-2	O&I	MX	C-1	C-2	M-1	Code Section
6116	Other Schools and Instruction, but not small-scale tutoring (10 students or less)	N	N	N	N	N	C	C	C	N	N	C	N	Sec. 86-198; Sec. 86-118



Sec. 86-198. - NAICS 6116 Other schools and instruction, but not small-scale tutoring (10 students or less)

The following conditions are assigned in the H-1, H-2, O&I, and C-2 districts:

- (1) Must be located on a street having a classification of collector or greater.
- (2) Must be established on a lot having a minimum area of one acre and a minimum frontage of 150 feet.
- (3) Must be stand-alone buildings (no planned centers, connected storefronts sharing a common wall, or lots with zero lot line development or shared parking).
- (4) Must meet the requirements of Article XIII – Parking, Loading, and Interior Circulation.
- (5) No paved parking area shall be established within 25 feet of a lot that is zoned residential or contains a residential use.
- (6) Height regulations. The maximum height for buildings abutting a residential district or use shall be three stories or 35 feet as measured at any point 30 feet from any common property line. Building height may be increased one foot for every additional foot beyond a distance of 30 feet from any common property line.; however, no building shall ever exceed a total height of 75 feet.



CITY OF JONESBORO
 124 North Avenue
 Jonesboro, Georgia 30236
 City Hall: (770) 478-3800
 Fax: (770) 478-3775
 www.jonesboroga.com

ZONING VERIFICATION REQUEST

Important Notice:

BEFORE leasing, purchasing, or otherwise committing to a property you are **STRONGLY ADVISED** to confirm that the zoning and physical layout of the building and site are appropriate for the business use intended and will comply with the City's Zoning Ordinance. This includes having a clear understanding of any code restrictions, limitations or architectural guidelines that may impact your operation and any building and site modifications that may be necessary to open your business. This document does not authorize a business to conduct business without an Occupational Tax Certificate. This could result in closure and/or ticketing.

Applicant's Information

Name of Applicant: **LaPorsha Grier**
 Name of Business: **Aaliyah Beauty Bar LLC**
 Property's Address: **184 North Ave Suit 106 & 107** ← **CORRECT ADDRESS**
 Email Address: **aaliyahbeautybar22@gmail.com**
 Phone: (Day): **678-604-6809** (Evening): **678-604-6809**

Property Information

Current Use of Property: **nail school**
 Proposed Use of Property (Please provide in great detail the intended use of the property):
A nail school that is public that teaches how to do nails

LaPorsha Grier
 Applicant's Signature

Jan 5th 2023

Date

FOR OFFICE USE ONLY:

Current Zoning: **C2**

NAICS Code: **6116**

Required Zoning: **H1, H2, Q+L, C2**

Conditional Use Needed? ☒ Yes or ☐ No

Comments:

☐ APPROVED

DENIED ☐

CONDITIONAL USE PERMIT REQUIRED AND MUST COMPLY WITH SEC. 86-198

Zoning Official Signature

Date



Aaliyah Alicia Thompson

FASHION | BEAUTY | LIFESTYLE

I AM AN ADVOCATE FOR PEOPLE WITH AUTISM

Instagram followers

@AALIYAHBEAUTYBAR



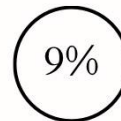
Autisim families



Reach



Women



Engagement

MY MISSION

A native from the Henry County Georgia area, I have always been passionate about the beauty industry and making a positive impact in my community. Early on in my life, I was diagnosed with autism, a diagnosis that can affect people in different ways. Determination, dedication and perseverance strengthen me as I challenged myself in thinking, learning, and problem solving in a way that allowed me to meet the challenges often faced by others like me. With a big heart and even bigger vision for life, and the support of my family who are beauty professionals, I endeavored to showcase my talents to the world through different lenses.



aaliyahbeautybar22@gmail.com

470 399 5356

A native from the Henry County Georgia area, I have always been passionate about the beauty industry and making a positive impact in my community. Early on in my life, I was diagnosed with autism, a diagnosis that can affect people in different ways. Determination, dedication and perseverance strengthen me as I challenged myself in thinking, learning, and problem solving in a way that allowed me to meet the challenges often faced by others like me. With a big heart and even bigger vision for life, and the support of my family who are beauty professionals, I endeavored to showcase my talents to the world through different lenses.

A graduate from Dutchtown High School in Jonesboro, Georgia I excelled academically graduating with honors in 2020. Through my elementary and high school years I developed a musical talent that was natural as compared to my peers around me. Playing music by ear was my super ability.

As a young black entrepreneur, I am the first autistic person in the country to open a beauty bar. My business, "Aaliyah's Beauty Bar" is located in Clayton County, Georgia offering services for Makeup Artists (MUA), LOC maintenance, and hair braiding.

My passion continues as I am now pursuing the opening of a Nail School in Jonesboro that caters specifically to people with disabilities. The school curriculum is designed to accommodate the needs of these students and allow demonstrated mastery in nail artistry certification. Traditional nail schools often lack the necessary support and accommodations for students with disabilities on a level that offers schooling at the ability of the individual. I am determined to change that. At my school, my students will be able to learn at their own pace and receive the additional support they need to succeed. In the State of Georgia, it is typical for licensure as a Nail Technician to take between 5 to 6 months. Tailoring to the individual needs of students, the curriculum will me and my staff of instructors to work closely with registrants to ensure that they are able to reach their full potential.

I am currently an ambassador for McDonald's Black & Positively Golden Change Leaders. I want to be a reminder to the world on the power of inclusion and the transformative impact one person can have on their community.

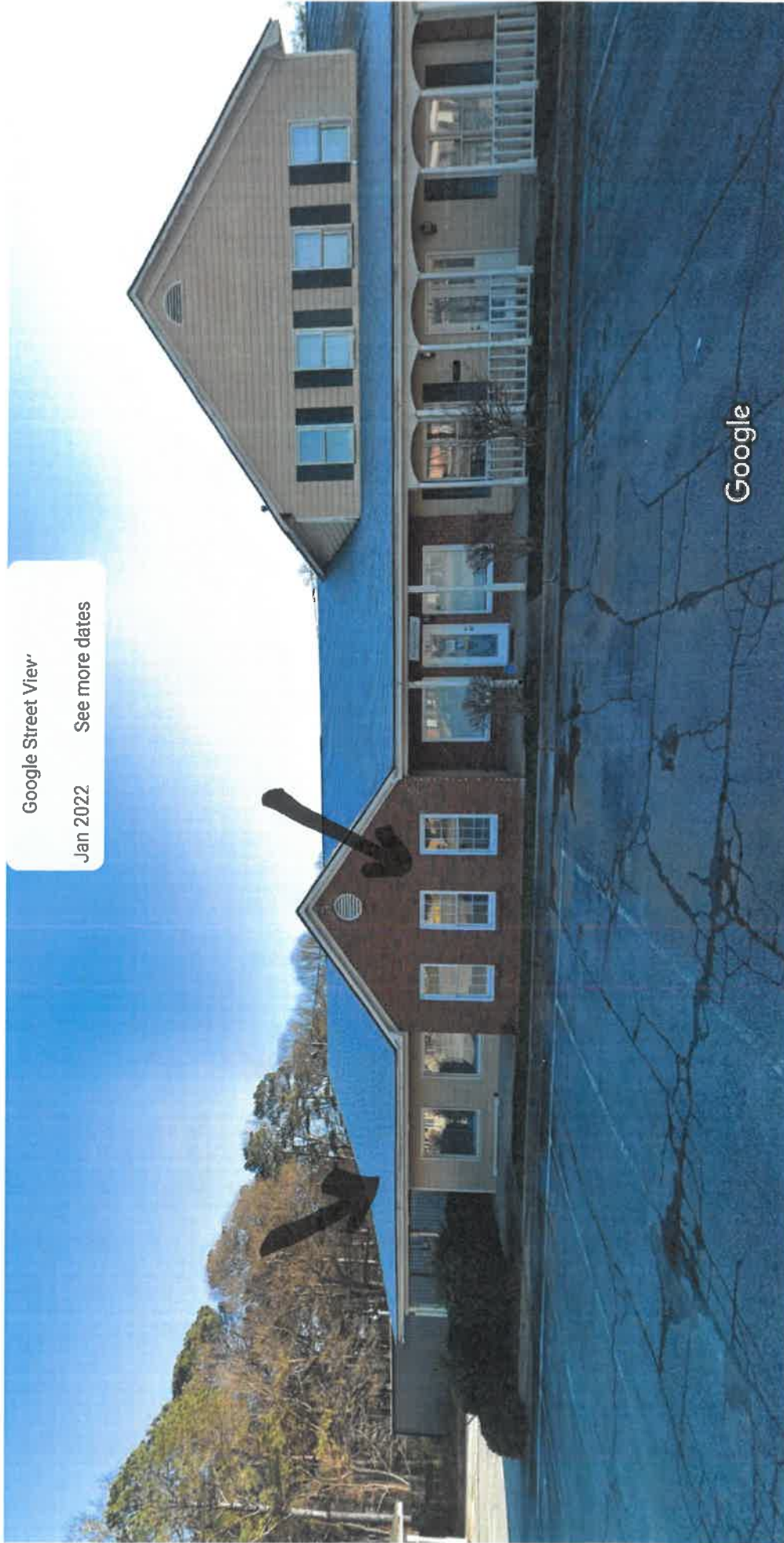


Image capture: Jan 2022 © 2023 Google



184 North Ave

All

Street View & 360°

Google Maps Jonesboro, Georgia

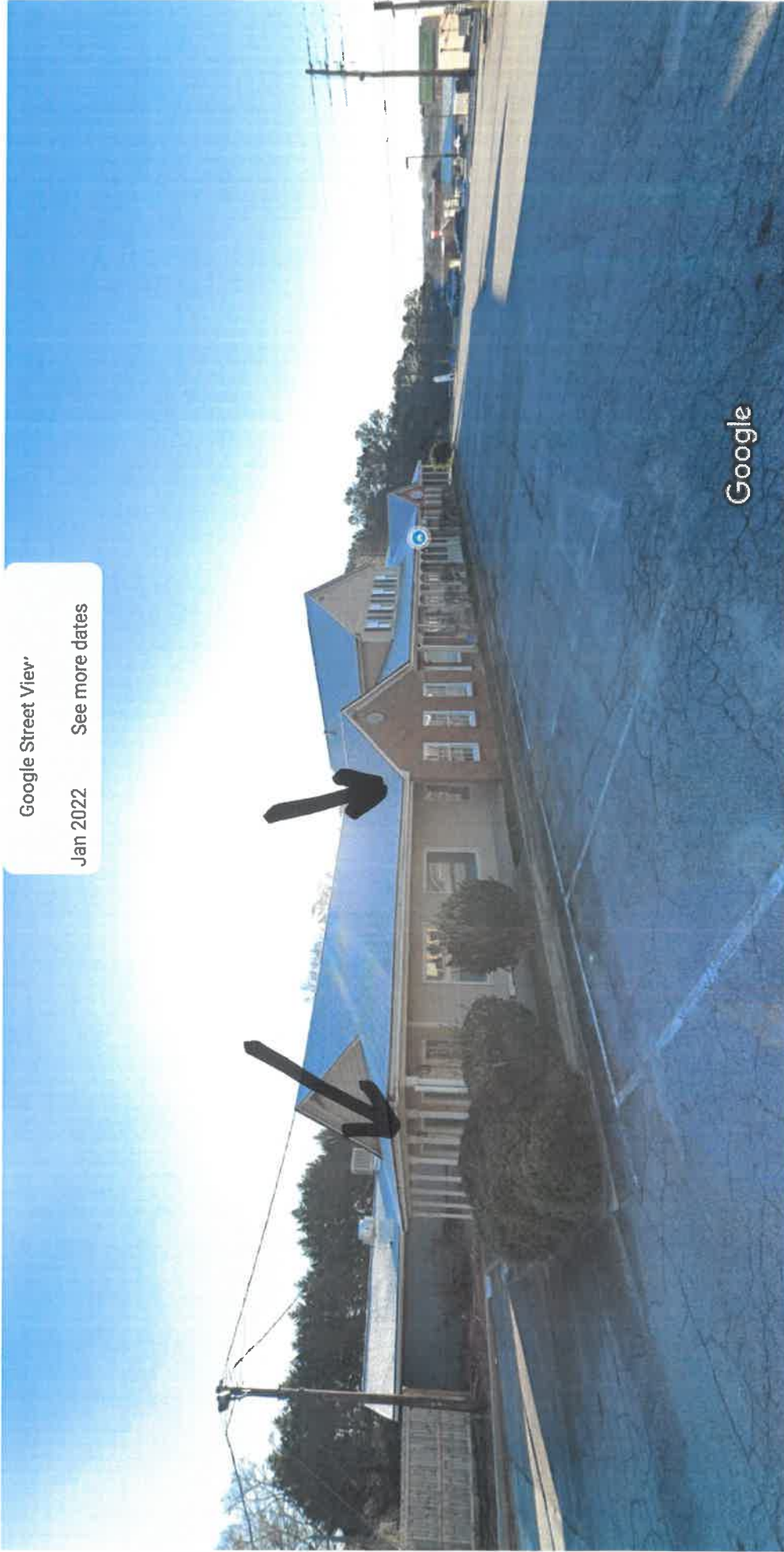


Image capture: Jan 2022 © 2023 Google

← 184 North Ave

Street View & 360°

All

Google Maps Jonesboro, Georgia

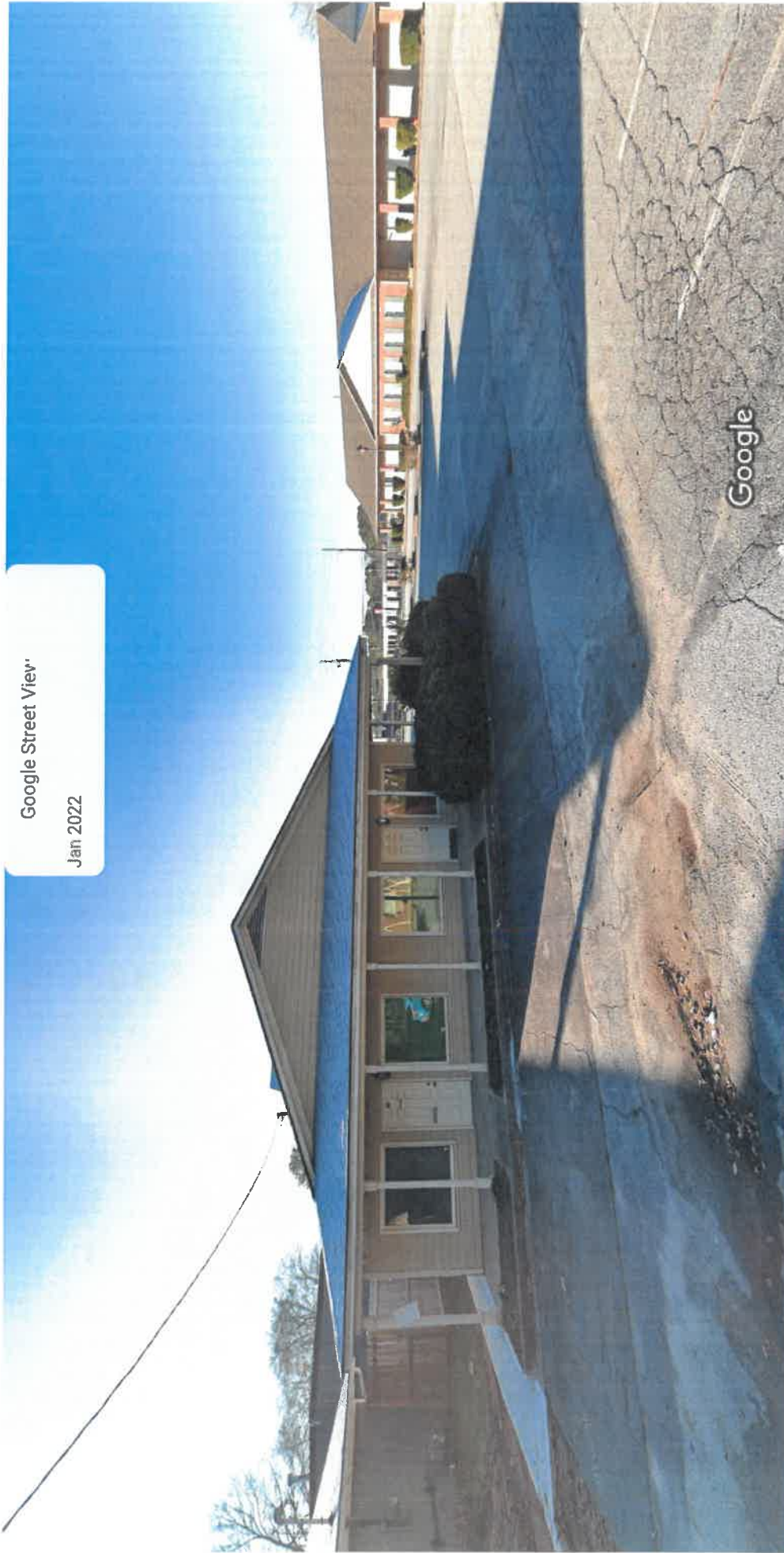


Image capture: Jan 2022 © 2023 Google



184 North Ave

All

Street View & 360°



Imagery ©2023 Maxar Technologies, Map data ©2023 20 ft

Legal Notice

Public Hearing will be held by the Mayor Pro Tem and Council of the City of Jonesboro at 6:00 P.M. on February 13, 2023, in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, GA, to consider a Conditional Use Permit application for a nail school by Yaritza Francisco Hernandez, property owner, and LaPorsha Greer, applicant, for property at 184 North Avenue (Parcel No. 13239B B005) Jonesboro, Georgia 30236. Mayor Pro Tem and Council will first discuss this item during their Work Session at 6:00 P.M. on February 6, 2023, also in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, GA.

David Allen
Community Development Director

Publish 1/25/23



MEMORANDUM

To: LaPorsha Grier
2465 Lake Erma Drive
Hampton, Ga. 30228

From: David D. Allen
City of Jonesboro
124 North Avenue
Jonesboro, GA 30236

Date: January 26, 2023

Re: Notification of Request for Conditional Use – Nail School, 184 North Avenue, Suites 106 & 107; Tax Map Parcel No. 13239B B005

Dear Applicant,

This letter is to serve as notification that the City of Jonesboro has received your request for the following requested conditional use for the above referenced property:

- Nail School

A Public Hearing has been scheduled for Monday, February 13, 2023 at 6:00 p.m. before the Jonesboro Mayor and City Council to consider the request as described above. The meeting will be conducted in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, Ga. A Work Session for this item will be held on Monday, February 6, 2023 at 6:00 p.m., also in the court chambers of the Jonesboro City Center. If you have any questions, please do not hesitate to contact me at 770-570-2977 or at dallen@jonesboroga.com.

Sincerely,

A handwritten signature in black ink, appearing to be "D. Allen", with a long horizontal stroke extending to the right.

David D. Allen
Community Development Director / Zoning Administrator

Attachment: Acceptance Letter (3309 : 184 North Avenue - Nail School)



CITY OF JONESBORO
PUBLIC NOTICE
An application has been filed for a
CONDITIONAL USE
at this location
184 North Avenue
A PUBLIC HEARING on this application will be
held on **February 13, 2021, at 5:00 p.m.**
Any questions call City Hall at 770-474-3800
Date of Posting **January 28, 2021**
DO NOT REMOVE UNTIL AFTER MEETING DATE
Approved by the Planning Commission on January 28, 2021, by a vote of 5 to 0.

CITY OF JONESBORO
PUBLIC NOTICE
An application has been filed for a
CONDITIONAL USE

at this location

184 NORTH AVENUE

A PUBLIC HEARING on this application will be
held on **FEBRUARY 13** DATE **20 23**, at **6** p.m.

1859 City Center Way

Any questions, call City Hall at 770-478-3800

Date of Posting **JANUARY 26** **20 23**

ATTENTION

DO NOT REMOVE UNTIL ABOVE MEETING DATE
Anyone caught defacing or removing this sign shall be guilty of a misdemeanor



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

5.6

- 5

COUNCIL MEETING DATE
February 6, 2023

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

Community Development Director Allen

Requested Action (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)

Discussion regarding Conditional Use Permit application, 23-CU-003, for wellness workshops by KIMCO Properties Inc., property owner, and Yolonda Welch-Jackson, applicant, for property at 194 Jonesboro Road, Suite A-5-A (Parcel No. 12048C A002) Jonesboro, Georgia 30236.

Requirement for Board Action (Cite specific Council policy, statute or code requirement)

City Code Section 86-105 – C-2 Zoning Purpose and Standards; Article VI Conditional Uses

Is this Item Goal Related? (If yes, describe how this action meets the specific Board Focus Area or Goal)

Yes Economic Development, Community Planning, Neighborhood and Business Revitalization

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Agency recommendation – **Approval of Conditional Use application**; Recently, the applicant put in a zoning verification for wellness workshops (online and in-person) within the multiple suite commercial building at the subject property. The business would be located in Suite A-5-A in the building. The C-2 zoned commercial property has been the site of many businesses through the years. Per the current Table of Uses, the proposed use requires a conditional use permit, with the following minimum conditions:

Sec. 86-198. - NAICS 6116 Other schools and instruction, but not small-scale tutoring (10 students or less)

The following conditions are assigned in the H-1, H-2, O&I, and C-2 districts:

(1) Must be located on a street having a classification of collector or greater.

(2) Must be established on a lot having a minimum area of one acre and a minimum frontage of 150 feet.

(3) Must be stand-alone buildings (no planned centers, connected storefronts sharing a common wall, or lots with zero lot line development or shared parking).

(4) Must meet the requirements of Article XIII – Parking, Loading, and Interior Circulation.

(5) No paved parking area shall be established within 25 feet of a lot that is zoned residential or contains a residential use.

(6) Height regulations. The maximum height for buildings abutting a residential district or use shall be three stories or 35 feet as measured at any point 30 feet from any common property line. Building height may be increased one foot for every additional foot beyond a distance of 30 feet from any common property line.; however, no building shall ever exceed a total height of 75 feet.

Per the applicant:

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

February, 6, 2023

Signature

City Clerk's Office

My business will consist mostly of online classes/workshops around Holistic Wellness. **In person classes are limited ppl.** Services to include; Meditation Classes, Doula Support Services, parental support classes, Confidence building and bullying classes for children, mental health support through advocacy and sharing of information and outlets for support, and book writing workshops for all ages.

Healing Arts; teaching sound therapy, stress relief techniques, and basic herbology, better sleep techniques, and the art of self-care and self-love.

In-person classes will be mostly on weekends ending no later than 6pm. Most classes will be online or a mixture of both. Any classes during the week ending any later will be online only classes.

And the owner is fine with the in-person classes? Yes, he is. It's very small groups. As stated previously, most classes are online.

Sec. 86-198. - NAICS 6116 Other schools and instruction, but not small-scale tutoring (10 students or less)

The following conditions are assigned in the H-1, H-2, O&I, and C-2 districts:

- (1) Must be located on a street having a classification of collector or greater. **Jonesboro Road is a collector road.**
 - (2) Must be established on a lot having a minimum area of one acre and a minimum frontage of 150 feet. **The existing lot is 0.90 acres and 132 feet wide. The small in-person classes will not negatively affect the site or the other businesses within the building.**
 - (3) Must be stand-alone buildings (no planned centers, connected storefronts sharing a common wall, or lots with zero lot line development or shared parking). **This is a standalone building with many mini-suites inside the building accessed by a common door. The small in-person classes will not negatively affect the other businesses within the building.**
 - (4) Must meet the requirements of Article XIII – Parking, Loading, and Interior Circulation.
- Colleges, universities, trade and vocational schools shall provide the larger of eight spaces for each classroom or one space for every 200 square foot of classroom, plus one space for every two employees or administrative personnel.*
- The largest requirement would be 8 spaces for the small classroom within the suite. Plus, one more space for personnel equals 9 spaces required total. There are 11 spaces in the front of the building, and approximately 22 spaces in the rear of the building. Per the applicant, most in-person classes would either occur after hours on weekdays or during weekends when the other businesses in the building would likely be closed.**
- (5) No paved parking area shall be established within 25 feet of a lot that is zoned residential or contains a residential use. **No adjacent residential uses.**
 - (6) Height regulations. The maximum height for buildings abutting a residential district or use shall be three stories or 35 feet as measured at any point 30 feet from any common property line. Building height may be increased one foot for every additional foot beyond a distance of 30 feet from any common property line.; however, no building shall ever exceed a total height of 75 feet. **Existing one-story building less than 35 feet high.**

Since the applicant has met most of the conditions of approval, and since it will not be exclusively in-person classes, and those classes that are in-person will be limited to 6 people or less at a time, staff recommends approval of this use which will have minimal affect on adjacent uses.

Staff would prefer that in-person class parking occur in the rear.

Exhibits Attached (Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)

- Zoning Info
- Property Pictures
- Correspondence
- Conditional Use - Wellness Workshops - Legal Notice
- Acceptance Letter
- Zoning Sign

Staff Recommendation (Type Name, Title, Agency and Phone)

Approval

MARIA



CITY OF JONESBORO
 124 North Avenue
 Jonesboro, Georgia 30236
 City Hall: (770) 478-3800
 Fax: (770) 478-3775
 www.jonesboroga.com

ZONING VERIFICATION REQUEST

Important Notice:

BEFORE leasing, purchasing, or otherwise committing to a property you are **STRONGLY ADVISED** to confirm that the zoning and physical layout of the building and site are appropriate for the business use intended and will comply with the City's Zoning Ordinance. This includes having a clear understanding of any code restrictions, limitations or architectural guidelines that may impact your operation and any building and site modifications that may be necessary to open your business. This document does not authorize a business to conduct business without an Occupational Tax Certificate. This could result in closure and/or ticketing.

Applicant's Information

Name of Applicant: Yolonda Welch - Jackson
 Name of Business: ISOL Wellness Parlor
 Property's Address: 194 Jonesboro Rd, Jonesboro, GA 30236
 Email Address: theIndigoschooloflight@gmail.com Suite # A-5A
 Phone: (Day): 678-910-0519 (Evening): 678-910-0519

Property Information

Current Use of Property: Vacant
 Proposed Use of Property (Please provide in great detail the intended use of the property):

Health based Workshops, classes, Meditation
Herstic Wellness, Health Consultations, Mental Health support

Applicant's Signature [Signature]

Date 12-2-2022

FOR OFFICE USE ONLY:

Current Zoning: C2

NAICS Code: 6116

Required Zoning: H1H2, R+1, C2

Conditional Use Needed? Yes or No

Comments:

☐ APPROVED

☐ DENIED

Occupational Use Permit Requires and must comply with Sec. 86-198

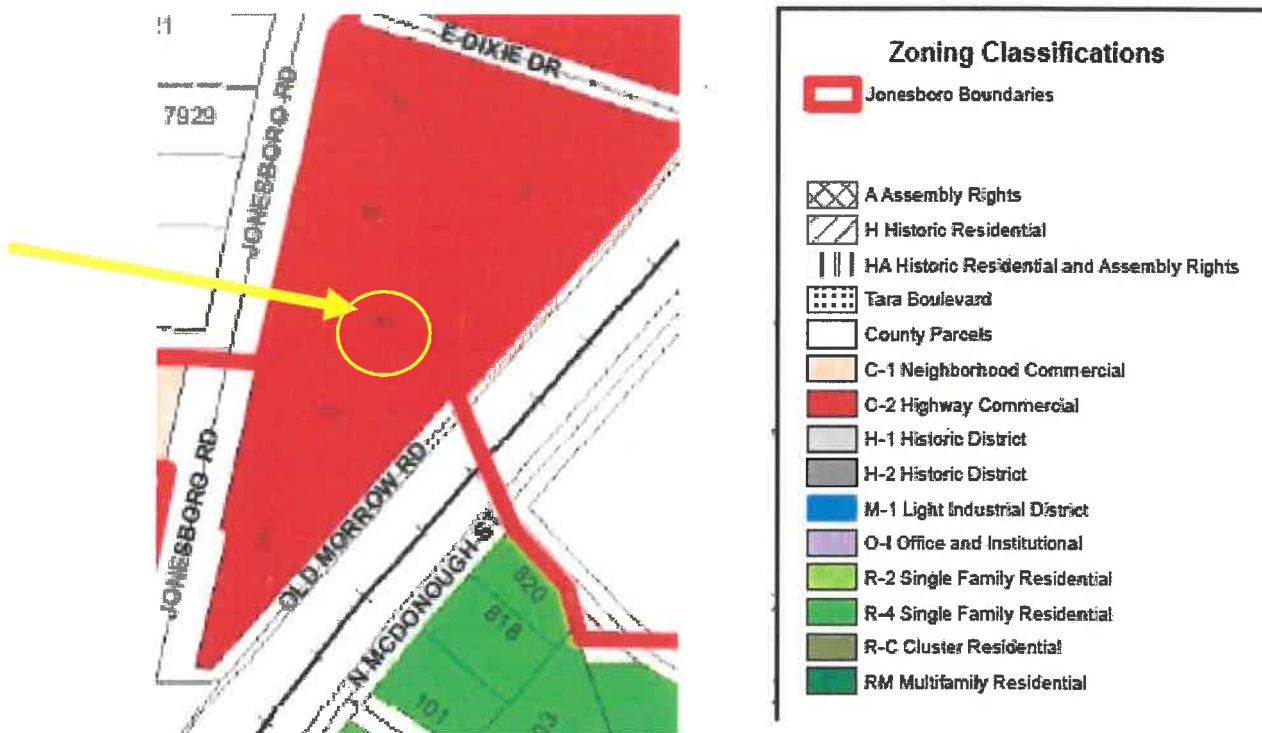
12/5/22

Applicant – Yolonda Welch-Jackson
 Name of Business – ISOL Wellness Parlor
 Address - 194 Jonesboro Rd., Suite A-5-A
 Zoning District – C2
 NAICS - 6116

Proposed Use: Health workshops, health consultations, mental health support

Use is permitted "by right" in the district indicated = P; Use is permitted as a conditional use (section indicated) = C; Use is not permitted = N

NAICS Code	USES	R-2	R-4	R-C	CCM	RM	H-1	H-2	O&I	MX	C-1	C-2	M-1	Code Section
6116	Other Schools and Instruction, but not small-scale tutoring (10 students or less)	N	N	N	N	N	C	C	C	N	N	C	N	Sec. 86-198; Sec. 86-118



Sec. 86-198. - NAICS 6116 Other schools and instruction, but not small-scale tutoring (10 students or less)

The following conditions are assigned in the H-1, H-2, O&I, and C-2 districts:

- (1) Must be located on a street having a classification of collector or greater.
- (2) Must be established on a lot having a minimum area of one acre and a minimum frontage of 150 feet.
- (3) Must be stand-alone buildings (no planned centers, connected storefronts sharing a common wall, or lots with zero lot line development or shared parking).
- (4) Must meet the requirements of Article XIII – Parking, Loading, and Interior Circulation.
- (5) No paved parking area shall be established within 25 feet of a lot that is zoned residential or contains a residential use.
- (6) Height regulations. The maximum height for buildings abutting a residential district or use shall be three stories or 35 feet as measured at any point 30 feet from any common property line. Building height may be increased one foot for every additional foot beyond a distance of 30 feet from any common property line.; however, no building shall ever exceed a total height of 75 feet.

Google Maps 7945 GA-54

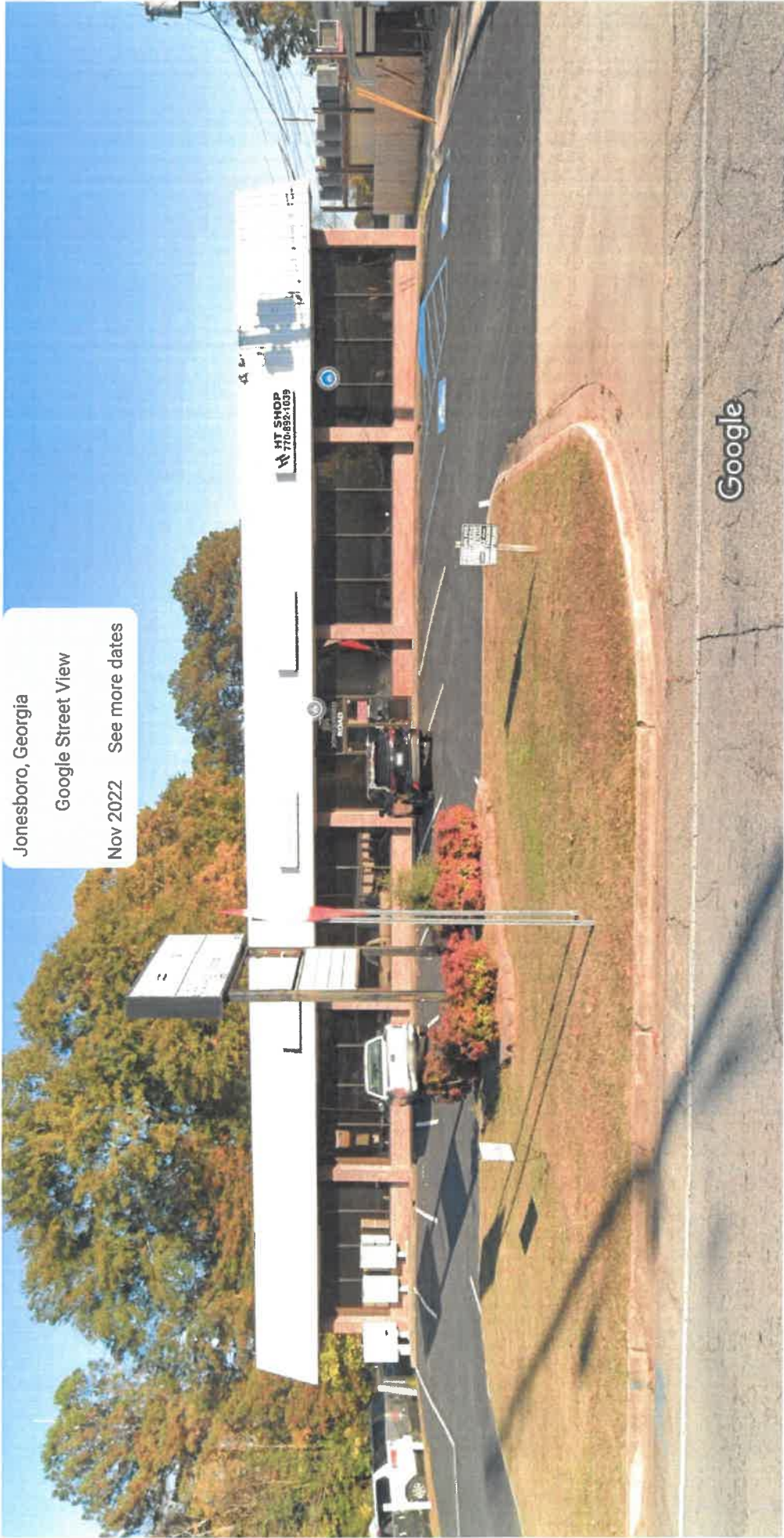


Image capture: Nov 2022 © 2023 Google

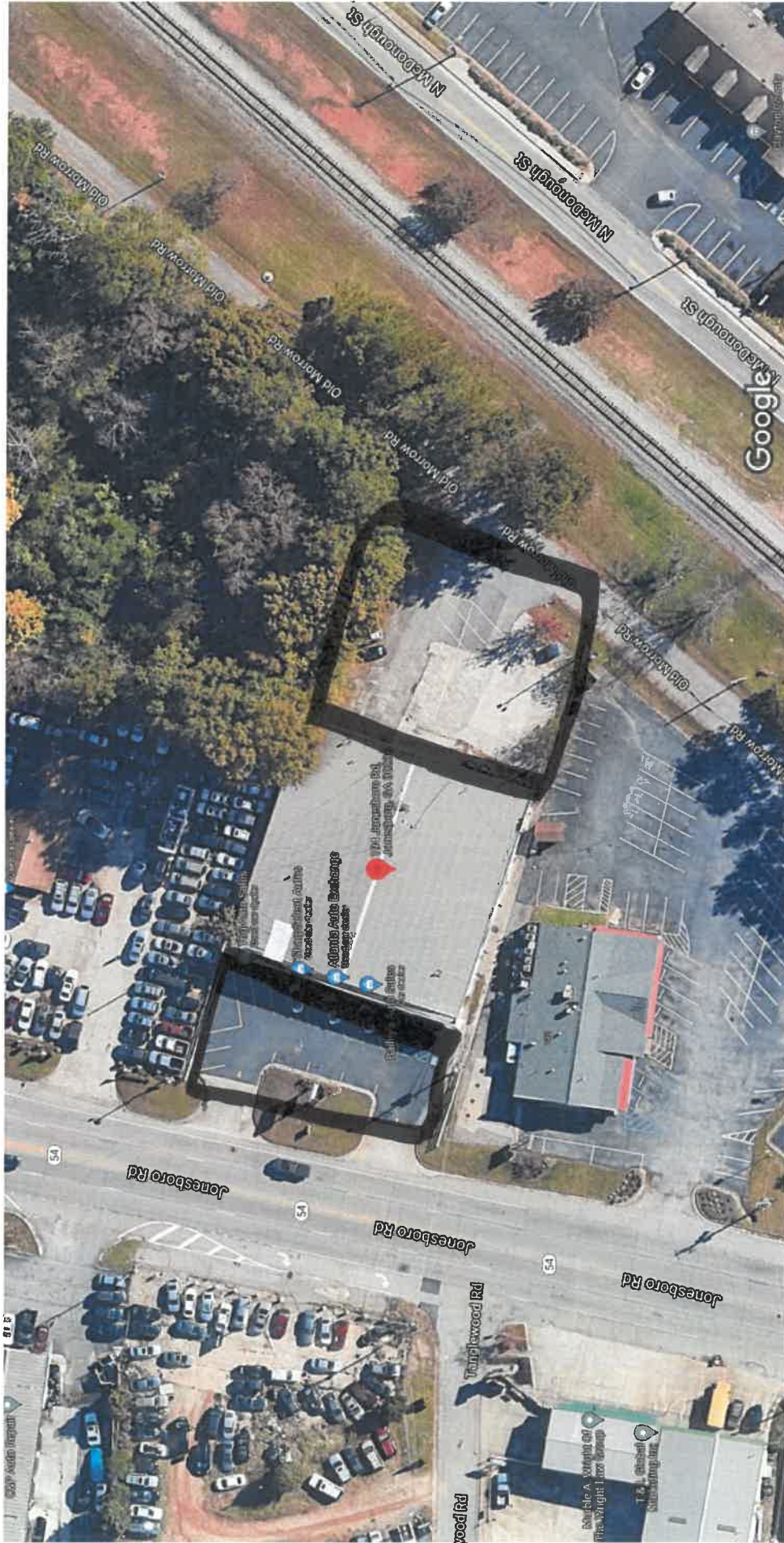
194 Jonesboro Rd

Street View & 360°

All



Google Maps 194 Jonesboro Rd



Imagery ©2023 Maxar Technologies, Map data ©2023 20 ft

David Allen

From: Indigo School of Light <theindigoschooloflight@gmail.com>
Sent: Thursday, January 19, 2023 8:45 AM
To: David Allen
Subject: Re: Zoning Verification - 194 Jonesboro Road, Suite A-5-A, ISOL Wellness Parlor

Yes he is. It's very small groups. As stated previously, most classes are online.

On Thu, Jan 19, 2023, 8:42 AM David Allen <dallen@jonesboroga.com> wrote:

And the owner is fine with the in-person classes?

From: Indigo School of Light <theindigoschooloflight@gmail.com>
Sent: Thursday, January 19, 2023 8:34 AM
To: David Allen <dallen@jonesboroga.com>
Subject: Re: Zoning Verification - 194 Jonesboro Road, Suite A-5-A, ISOL Wellness Parlor

In-person classes will be mostly on weekends ending no later than 6pm. Most classes will be online or a mixture of both. Any classes during the week ending any later will be online only classes.

On Thu, Jan 19, 2023, 8:30 AM David Allen <dallen@jonesboroga.com> wrote:

Thank you. How often would the in-person classes occur? Would they be just during the day or in the evening too?

Where would people park?

From: Indigo School of Light <theindigoschooloflight@gmail.com>
Sent: Thursday, January 19, 2023 8:28 AM
To: David Allen <dallen@jonesboroga.com>
Subject: Re: Zoning Verification - 194 Jonesboro Road, Suite A-5-A, ISOL Wellness Parlor

Good Morning Mr. Allen,

Attachment: Correspondence (3304 : 194 Jonesboro Road - Wellness Workshops)

My business will consist mostly of online classes/workshops around Holistic Wellness. In person classes are limited to 6 ppl. Services to include; Meditation Classes, Doula Support Services, parental support classes, Confidence building/anti- bullying classes for children, mental health support through advocacy and sharing of information and outlets for support, and book writing workshops for all ages.

Healing Arts; teaching sound therapy, stress relief techniques, and basic herbology, better sleep techniques, and the art of self care and self love.

Please let me know if you need any additional information from me. Thanks!

~ Yolonda Welch-Jackson

On Tue, Jan 17, 2023, 8:30 AM David Allen <dallen@jonesboroga.com> wrote:

If you are still intending to apply, I need the application and check in the next two hours.

From: Indigo School of Light <theindigoschooloflight@gmail.com>

Sent: Thursday, January 12, 2023 8:22 AM

To: David Allen <dallen@jonesboroga.com>

Cc: Maria Wetherington <mwetherington@jonesboroga.com>; Pat Daniel <pdaniel@jonesboroga.com>

Subject: Re: Zoning Verification - 194 Jonesboro Road, Suite A-5-A, ISOL Wellness Parlor

Thank you for the clarification.

On Thu, Jan 12, 2023, 8:19 AM David Allen <dallen@jonesboroga.com> wrote:

The tax status does not affect the zoning approval of the use. It still needs a conditional use regardless. If approved for that, we can address tax status when the business license is applied for.

Attachment: Correspondence (3304 : 194 Jonesboro Road - Wellness Workshops)

Legal Notice

Public Hearing will be held by the Mayor Pro Tem and Council of the City of Jonesboro at 6:00 P.M. on February 13, 2023, in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, GA, to consider a Conditional Use Permit application for wellness workshops by KIMCO Properties Inc., property owner, and Yolonda Welch-Jackson, applicant, for property at 194 Jonesboro Road, Suite A-5-A (Parcel No. 12048C A002) Jonesboro, Georgia 30236. Mayor Pro Tem and Council will first discuss this item during their Work Session at 6:00 P.M. on February 6, 2023, also in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, GA.

David Allen
Community Development Director

Publish 1/25/23



MEMORANDUM

To: Yolonda Welch-Jackson
8507 Spivey Village Trail
Jonesboro, Ga. 30236

From: David D. Allen
City of Jonesboro
124 North Avenue
Jonesboro, GA 30236

Date: January 24, 2023

Re: Notification of Request for Conditional Use – Wellness Workshops, 194
Jonesboro Road; Tax Map Parcel No. 12048C A002

Dear Applicant,

This letter is to serve as notification that the City of Jonesboro has received your request for the following requested conditional use for the above referenced property:

- Wellness Workshops

A Public Hearing has been scheduled for Monday, February 13, 2023 at 6:00 p.m. before the Jonesboro Mayor and City Council to consider the request as described above. The meeting will be conducted in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, Ga. A Work Session for this item will be held on Monday, February 6, 2023 at 6:00 p.m., also in the court chambers of the Jonesboro City Center. If you have any questions, please do not hesitate to contact me at 770-570-2977 or at dallen@jonesboroga.com.

Sincerely,

David D. Allen
Community Development Director / Zoning Administrator



CITY OF JONESBORO
PUBLIC NOTICE
An application has been filed for a
CONDITIONAL USE

at this location

194 JONESBORO ROAD

A PUBLIC HEARING on this application will be held on. FEBRUARY 13 120.23., at 6 p.m.

1859 CITY CENTER WAY

Any questions, call City Hall at 770-478-3800
Date of Posting. JANUARY 26 20.23

ATTENTION
DO NOT REMOVE UNTIL ABOVE MEETING DATE
Anyone caught defacing or removing this sign shall be guilty of a misdemeanor



CITY OF JONESBORO, GEORGIA COUNCIL

Agenda Item Summary

Agenda Item #

5.7

- 6

COUNCIL MEETING DATE

February 6, 2023

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

Community Development Director Allen

Requested Action (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)

Discussion regarding a Conditional Use Permit application, 23-CU-002, for a convenience store by Asher Abraham, property owner, and Eizel Chavez, applicant, for property at 8274 Tara Blvd., Suite B (Parcel No. 13239D A002) Jonesboro, Georgia 30236.

Requirement for Board Action (Cite specific Council policy, statute or code requirement)

City Code Section 86-105 – C-2 Zoning Purpose and Standards; Article VI Conditional Uses

Is this Item Goal Related? (If yes, describe how this action meets the specific Board Focus Area or Goal)

Yes Economic Development, Community Planning, Neighborhood and Business Revitalization

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Agency recommendation – **Approval of Conditional Use application**; Recently, the applicant put in a zoning verification for a convenience store (without gas pumps) within the 7-suite commercial building at the subject property. The business would be located in Suite B towards the left end of the building. The C-2 zoned commercial property has been the site of many businesses through the years. Per the current Table of Uses, the proposed use requires a conditional use permit, with the following minimum conditions:

Sec. 86-165. - NAICS 445120 Convenience food stores, without fuel pumps.

The following conditions are assigned in the MX, C-1, C-2, and M-1 districts:

(1) Establishments shall be limited to a maximum floor area of 4,000 square feet.

The reason the use now requires a conditional use permit is there has been a significant number of convenience stores approved in the past two years, within close proximity to each other (especially in the North Main Street area), in addition to the gas stations (Kroger, QT, etc.) and new grocery stores (LIDL) already in the area. How dense is too dense on certain uses?

The applicant was initially turned down for applying for the conditional use by the property owner when he learned she intended to sell alcohol. She has agreed not to do that but does intend to sell tobacco products. (There is a Smoke Shop already next door.)

(1) Establishments shall be limited to a maximum floor area of 4,000 square feet.

Suite B is only about 1000 square feet.

Parking requirements per Sec. 86-410:

(17) Convenience stores shall provide one space for each fuel dispenser and one space for every 200 square feet of retail space.

A maximum of 5 parking spaces would be needed for this business. There are 25 total spaces in the parking lot

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

February, 6, 2023

Signature

City Clerk's Office

to serve all 7 suites (which are not currently all filled with businesses). This should be adequate under normal conditions but could be a problem during peak times with the adjacent restaurant, and if all 7 suites hosted active businesses at the same time.

Store hours would be every day except Sunday 6am to 3am.

In view of meeting all of the approval conditions, staff recommends approval of this request. The use could produce further sales tax revenue for the City.

Should the Mayor and Council choose to approve this application, the following minimum conditions shall be met:

1. Any new signage must conform to the City Sign Ordinance.
2. All applicable requirements for tobacco and/or alcohol sales shall be met.

Fiscal Impact

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

Private Owner

Exhibits Attached (Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)

- Zoning Info
- Property Pictures
- Conditional Use - Convenience Store - Legal Notice
- Acceptance Letter
- Zoning Sign

Staff Recommendation *(Type Name, Title, Agency and Phone)*

Approval



CITY OF JONESBORO
 124 North Avenue
 Jonesboro, Georgia 30236
 City Hall: (770) 478-3800
 Fax: (770) 478-3775
 www.jonesboroga.com

ZONING VERIFICATION REQUEST

Important Notice:

BEFORE leasing, purchasing, or otherwise committing to a property you are **STRONGLY ADVISED** to confirm that the zoning and physical layout of the building and site are appropriate for the business use intended and will comply with the City's Zoning Ordinance. This includes having a clear understanding of any code restrictions, limitations or architectural guidelines that may impact your operation and any building and site modifications that may be necessary to open your business. This document does not authorize a business to conduct business without an Occupational Tax Certificate. This could result in closure and/or ticketing.

Applicant's Information

Name of Applicant: Eloisa Arreola
 Name of Business: El Sur Mini MART
 Property's Address: 8274 TARA Blvd Jonesboro, GA 30236, Suite B
 Email Address: Ruichavez.92@yahoo.com
 Phone: (Day): 678-368-3633 (Evening): 678-368-3433

Property Information

Current Use of Property: none
 Proposed Use of Property (Please provide in great detail the intended use of the property):
food MART / convenience store

Eloisa Arreola 12/28/2022
 Applicant's Signature Date

FOR OFFICE USE ONLY:

Current Zoning: C2 NAICS Code: 445120
 Required Zoning: MX, C1, C2, M1 Conditional Use Needed? Yes or No

Comments: ☐ APPROVED ☐ DENIED
CONDITIONAL USE PERMIT REQUIRED AND MUST
CONFIRM TO SEC. 86-16.5

D 12/29/22
 Zoning Official Signature Date

Attachment: Zoning Info (3303 : 8274 Tara Blvd - Convenience Store)

Applicant – Eloisa Arroyo
Name of Business – El Sur Mini Mart
Address - 8274 Tara Boulevard, Suite B
Zoning District – C-2
NAICS – 445120

Proposed Use: Food mart / convenience store

NAICS Code	USES	R-2	R-4	R-C	R-A	RM	H-1	H-2	O&I	MX	C-1	C-2	M-1	Code Section
445120	Convenience Food Stores without fuel pumps	N	N	N	N	N	N	N	N	C	C	C	C	Sec. 86-165; Sec. 86-118

Use is permitted "by right" in the district indicated = P; Use is permitted as a conditional use (section indicated) = C; Use is not permitted = N

Zoning Classifications



Sec. 86-165. - NAICS 445120 Convenience food stores, without fuel pumps.
The following conditions are assigned in the MX, C-1, C-2, and M-1 districts:
(1) Establishments shall be limited to a maximum floor area of 4,000 square feet.



Image capture: Jan 2022 © 2023 Google

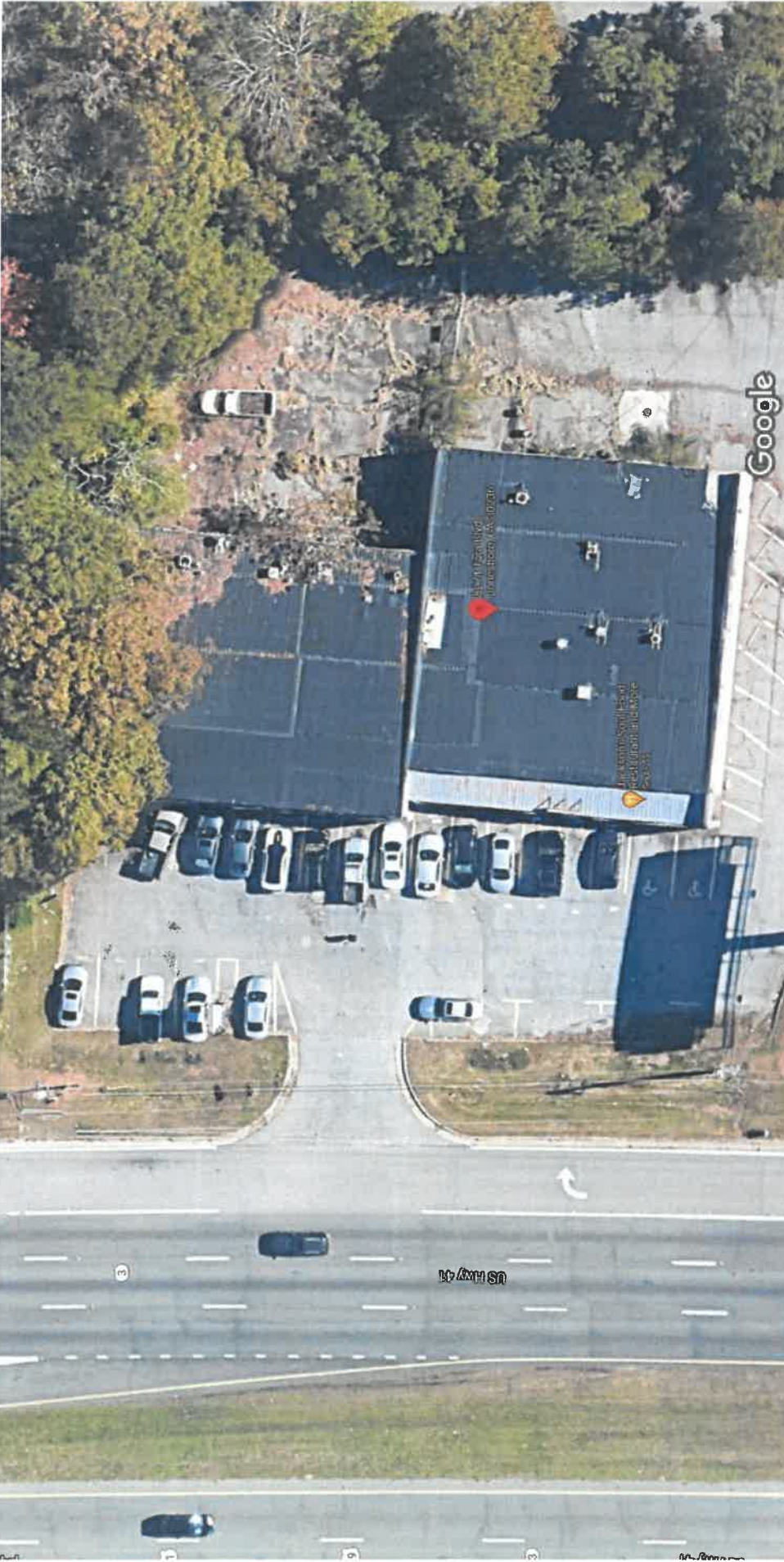
8274 Tara Blvd

Street View & 360°

All

←

Google Maps 8274 Tara Blvd



Map data ©2023, Map data ©2023 20 ft

Legal Notice

Public Hearing will be held by the Mayor Pro Tem and Council of the City of Jonesboro at 6:00 P.M. on February 13, 2023, in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, GA, to consider a Conditional Use Permit application for a convenience store by Asher Abraham, property owner, and Eizel Chavez, applicant, for property at 8274 Tara Blvd., Suite B (Parcel No. 13239D A002) Jonesboro, Georgia 30236. Mayor Pro Tem and Council will first discuss this item during their Work Session at 6:00 P.M. on February 6, 2023, also in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, GA.

David Allen
Community Development Director

Publish 1/25/23



MEMORANDUM

To: Eizel Chavez
6922 Cumberland Circle
Riverdale, Ga. 30296

From: David D. Allen
City of Jonesboro
124 North Avenue
Jonesboro, GA 30236

Date: January 24, 2023

Re: Notification of Request for Conditional Use – Convenience Store, 8274 Tara Blvd; Tax Map Parcel No. 13239D A002

Dear Applicant,

This letter is to serve as notification that the City of Jonesboro has received your request for the following requested conditional use for the above referenced property:

- Convenience Store

A Public Hearing has been scheduled for Monday, February 13, 2023 at 6:00 p.m. before the Jonesboro Mayor and City Council to consider the request as described above. The meeting will be conducted in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, Ga. A Work Session for this item will be held on Monday, February 6, 2023 at 6:00 p.m., also in the court chambers of the Jonesboro City Center. If you have any questions, please do not hesitate to contact me at 770-570-2977 or at dallen@jonesboroga.com.

Sincerely,

A handwritten signature in blue ink, appearing to be "D. Allen", with a long horizontal stroke extending to the right.

David D. Allen
Community Development Director / Zoning Administrator



Attachment: Zoning Sign (3303 : 8274 Tara Blvd - Convenience Store)

CITY OF JONESBORO PUBLIC NOTICE

An application has been filed for a

CONDITIONAL USE

at this location

8274 TARA BLVD.

A PUBLIC HEARING on this application will be held on. FEBRUARY 13 _ 20_23, at 6 p.m.

1859 CITY CENTER WAY

Any questions, call City Hall at 770-478-3800

Date of Posting _ JANUARY 26 _ 20 23

ATTENTION

DO NOT REMOVE UNTIL ABOVE MEETING DATE

Anyone caught defacing or removing this sign shall be guilty of a misdemeanor

**CITY OF JONESBORO, GEORGIA COUNCIL****Agenda Item Summary**

Agenda Item #

5.8**- 7****COUNCIL MEETING DATE**

February 6, 2023

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Discussion regarding changing the City's Polling place for advanced voting and for the municipal election to the Jonesboro City Center located at 1859 City Center Way.

Requirement for Board Action *(Cite specific Council policy, statute or code requirement)*

O.C.G.A. 21-2-265

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board Focus Area or Goal)*

Yes

Community Planning, Neighborhood and Business Revitalization

Summary & Background*(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

As Staff begins preparing for the March Special Election and the November General Election, we are recommending relocating our Polling Place to our permanent facility, the Jonesboro City Center. With the limited building space owned by the City of Jonesboro, we decided to move the election to Lee Street Elementary.

In an effort to ensure continuity in our polling locations and to ensure that we never have to change it, we are seeking to relocate everything to the Jonesboro City Center inside the Community Room. The City Center has adequate space, suitable for our election, inside the Community Room. Voters would be directed to the front entrance of the Community Room, avoiding any security at the front doors of the City Center, and would also be directed out the side door of the Community Room, hence ensuring that there was never any feeling of suppression as the function of elections would operate separately from that of the City Center. Appropriate signage would be posted to ensure voters were fully aware of where to vote and how to enter the premises.

Also, in accordance with state law (also referenced in the ordinance), before this change is officially made, a notice will be published in the City's legal organ once a week for two weeks notifying of the proposed change.

Fiscal Impact*(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)*

N/A

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

- RES 2023-001 - Election Equipment IGA (Jonesboro)
- Ord 2023-001 - Polling Place Change

Staff Recommendation*(Type Name, Title, Agency and Phone)***FOLLOW-UP APPROVAL ACTION (City Clerk)****Typed Name and Title**

Ricky L. Clark, City Manager

Date

February, 6, 2023

Signature**City Clerk's Office**

STATE OF GEORGIA
COUNTY OF CLAYTON
CITY OF JONESBORO

RESOLUTION NO. 2023-001

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, GEORGIA TO APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CLAYTON COUNTY BOARD OF ELECTIONS AND REGISTRATION FOR ELECTION EQUIPMENT; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the governing authority of the City of Jonesboro, Georgia (the “City”) are the Mayor and Council thereof; and

WHEREAS, the City is permitted under Georgia law to conduct municipal elections; and

WHEREAS, the Clayton County Board of Elections and Registration (“Board”) is the custodian of certain State-owned election equipment that can be loaned to various municipalities in Clayton County to conduct elections.

WHEREAS, the City has does not own Electronic Voting Units and desires to utilize the Board’s State-owned election equipment to accommodate the electors of the City; and

WHEREAS, the City and the Board are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities, services, or equipment which they are authorized by law to provide; and

WHEREAS, pursuant to such legal authority, the City desires to enter into an intergovernmental agreement with the Board to utilize such election equipment.

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF JONESBORO, GEORGIA, as follows:

Section 1. The governing authority hereby approves and authorizes the Mayor to execute the Intergovernmental Agreement with Clayton County Board of Elections and Registration for Election equipment, which is attached hereto as Exhibit “A” and incorporated herein by reference.

Section 2. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Resolution 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 Resolution is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. 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 Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution 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 Resolution and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional, enforceable, and of full force and effect.

Section 3. All resolutions and parts of resolutions in conflict herewith are hereby expressly repealed.

Section 4. The Preamble of this Resolution shall be considered to be and is fully incorporated by reference herein.

Section 5. The effective date of this Resolution shall be the date of adoption unless otherwise specified herein.

SO RESOLVED, this _____ day of _____, 2023.

CITY OF JONESBORO, GEORGIA,

Joy Day, Mayor

ATTEST:

Ricky L. Clark, Jr., City Clerk

APPROVED AS TO FORM BY:

City Attorney

EXHIBIT “A”**Intergovernmental Agreement Attached**

INTERGOVERNMENTAL AGREEMENT

This agreement made and entered into this _____ by and between Clayton County Board of Elections and Registration (hereinafter referred to as “the Board”) and the City of Jonesboro, a political subdivision of the State of Georgia (hereinafter referred to as “Jonesboro”).

ARTICLE 1

PURPOSE OF AGREEMENT

The purpose of Intergovernmental Agreement is to provide the City of Jonesboro with equipment to conduct its municipal election with State-owned equipment on loan from the Clayton County Board of Elections. In order to facilitate the City of Jonesboro’s municipal election process the parties have agreed as follows:

1. Responsibilities of Parties.

- A. The County Election Superintendent shall supply the following equipment to the City of Jonesboro:
 1. Eight (8) Image Cast X (ICX);
 2. Eight (8) Ballot Marking Printer;
 3. Four (4) Uninterrupted Power Supply (UPS);
 4. Four (4) Memory Cards (2 per ICP);
 5. Two (2) Poll Worker Smart Cards;
 6. One (1) Audio Tactile Interface Kit (ATI) which includes the following:
ATI USB, ATI cable, and ATI headphones;
 8. Two (2) Technician Smart Cards;
 9. Forty (40) Voter Smart Cards;
 10. Two (2) Image Cast Precinct Scanner (ICP);
 11. Two (2) Ballot Plastic Box for ICP;
 12. One (1) USB Flash Drive;
 13. Ten (10) Privacy Screen;
 14. Two (2) ICP Scanner Paper Roll; and
 15. Other peripherals associated with the ICX Voting System (Dominion Voting System)
- B. The County Election Superintendent shall supply to the City of Jonesboro one (1) Ballot Marking Device and all equipment needed to be used as a Demonstrator Unit.
- C. The County Election Superintendent shall designate a date, time and place for the City of Jonesboro to retrieve and return the items listed under Section 1(A) of this agreement.
- D. A State Election Equipment Log, attached herein as “Exhibit A” shall be maintained by both parties of this agreement.

- E. Dominion Voting Systems will be the contractor for the City of Jonesboro to supply the following:
1. Provide programming services.
 2. Training of Election Superintendent, Deputy Election Superintendent, Poll Manager, two (2) Assistant Managers and two (2) Clerks.
 3. Conducting the Logic and Accuracy Testing.
 4. Technical Support on Election Day.
 5. Chain of Custody report, attached herein as "Exhibit B" shall be executed.
- F. The City of Jonesboro shall be responsible for retrieving and returning voting equipment.
- G. The City of Jonesboro shall be responsible for the printing of Absentee Ballots.
- H. The City of Jonesboro shall hire an experienced poll manager and two assistant managers
- I. The City Election Superintendent shall train the Poll Clerks.
- J. The City Election Superintendent and staff shall attend the state mandated training prior to the election.
- K. All of the City of Jonesboro election's staff shall sign an Oath of Custodians and Deputy custodians of Ballot Marking Devices as required by the Georgia Elections Code, attached herein as "Exhibit C."
2. Costs to the City of Jonesboro:
- A. There is no charge to Jonesboro for actual use of the state-owned voting systems.
 - B. Jonesboro is responsible for any damage to the voting units and peripherals in its possession that is not covered under the State of Georgia's warranty. (Note: The voting machines are no longer under warranty with the State)

ARTICLE II

DURATION OF AGREEMENT

This Agreement shall be effective from _____, 2023 to December 31, 2023. This Agreement shall terminate absolutely and without further obligation on the part of either party upon expiration of aforementioned period.

ARTICLE III

MISCELLANEOUS

1. This Agreement in no way is deemed to create a debt incurred by the City of Jonesboro for the payment of any sum.
2. This Agreement constitutes the entire Agreement and understanding among the parties hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination, or attempted waiver of any of the provisions herein shall be binding upon the other parties unless reduced to writing and signed by all parties hereon.
3. Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Jonesboro.
4. This Agreement may not be assigned by either party hereto without written agreement by both parties. This Agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and, if applicable, or assigns.
5. Any notices or communications required or permitted hereunder shall be sufficiently given if sent by Registered or Certified Mail, Return Receipt Requested, Prepaid Postage, and addressed as follows:

As to the Clayton County Board of Elections and Registration:

Shauna Dozier, Director of Elections and Registration
Jonesboro Historical Courthouse
Main Floor
121 South McDonough Street
Jonesboro, Georgia 30236

As to the City of Jonesboro, Georgia:

Ricky L. Clark, Jr., City Manager
124 North Avenue
Jonesboro, Georgia 30236

6. The captions used in this Agreement are inserted for convenience only and shall not constitute a part hereof.
7. No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as to be construed as a waiver of any future default, whether like or difference in character.

8. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.
9. If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have each executed and delivered this Agreement on this _____ day of _____ 2023.

CITY OF JONESBORO

By: _____
Tracey Messick, Mayor Pro Tem

Attested by: _____
Ricky L. Clark, Jr., City Manager

Approved as to form: _____
City Attorney

CLAYTON COUNTY BOARD OF ELECTIONS AND REGISTRATIONS

By: _____
Clayton County Board of Elections and Registration

Attested by: _____
Shauna Dozier, Director

Approved as to form: _____
E. Charles Reed, Jr., Chief Staff Attorney

**STATE OF GEORGIA
CITY OF JONESBORO**

ORDINANCE NO. 2023-001

AN ORDINANCE TO AMEND CHAPTER 2, ADMINISTRATION, ARTICLE IV (ELECTIONS), SECTION 2-121 (POLLING PLACE) OF THE CITY CODE OF ORDINANCES TO OFFICIALLY CHANGE THE MUNICIPAL ELECTION POLLING PLACE TO JONESBORO CITY CENTER; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the City of Jonesboro, Georgia (the “City”) is a municipal corporation created under the laws of the State of Georgia; and

WHEREAS, the duly elected governing authority of the City is the Mayor and Council thereof; and

WHEREAS, O.C.G.A. § 21-2-265 empowers the governing authority to select and fix the polling places of its elections; and

WHEREAS, the City Council desire to change its current polling place from Lee Street Elementary to the Jonesboro City Center; and

WHEREAS, after due consideration, the governing authority finds that Jonesboro City Center has adequate space, suitable and appropriate access for disabled voters, and the comfort and convenience of its electors and poll officers will be best served if the polling place for municipal elections is changed to Jonesboro City Center; and

Attachment: Ord 2023-001 - Polling Place Change (3315 : Municipal Polling Place Change - 2023 Election)

WHEREAS, the City has complied with the notice requirement in O.C.G.A. § 21-2-265 by publishing a notice of the proposed polling place changes  two consecutive weeks in its legal organ; and

WHEREAS, said notices are attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, the City Council finds that changing its municipal polling place to Jonesboro City Center will positively impact the public health, safety and general welfare of all persons within the City; and

WHEREAS, the City Council authorizes the City Manager to move forward with accomplishing all acts necessary to change the polling place from Lee Street Elementary to the Jonesboro City Center on behalf of the City.

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF JONESBORO, GEORGIA and by the authority thereof:

Section 1. The Code of Ordinances, City of Jonesboro, Georgia is hereby amended by revising 2-121 (Polling Place), Article IV (Elections) to Chapter 2 (Administration), to be read and codified as follows:

“Sec. 2-121. Polling Place.

Jonesboro City Center, located at 1859 City Center Way, Jonesboro, Georgia 30236, shall be the polling place for all city elections.”

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. (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 this Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 4. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 5. The effective date of this Ordinance shall be the date of its adoption by the Mayor and Council unless otherwise stated herein.

Section 6. The Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Jonesboro.

Section 7. It is the intention of the governing body, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of Jonesboro, Georgia and the sections of this Ordinance may be renumbered to accomplish such intention.

SO ORDAINED this ____ day of _____, 2023.

CITY OF JONESBORO, GEORGIA

TRACEY MESSICK, Mayor Pro Tem

ATTEST:

RICKY L. CLARK, JR., City Manager/Clerk

APPROVED AS TO FORM:

City Attorney



EXHIBIT A

(See attached legal advertisements)



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

5.9

- 8

COUNCIL MEETING DATE

February 6, 2023

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

Requested Action (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)

Discussion regarding a lease agreement by and between the City of Jonesboro and Clayton County, Georgia for the former City Hall building located at 124 North Avenue Jonesboro, GA 30236.

Requirement for Board Action (Cite specific Council policy, statute or code requirement)

Is this Item Goal Related? (If yes, describe how this action meets the specific Board Focus Area or Goal)

Yes Economic Development

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Over the past few months, Staff has worked with Clayton County regarding the lease of 124 North Avenue (former Jonesboro City Hall) to the Clayton County Office of Economic Development. The lease would commence on March 1, 2023 and shall terminate on March 1, 2024 unless renewed. The Clayton County Economic Development Office would occupy the space to run their Countywide Operation out of the facility. Base rent for the Premises shall be paid in equal installments due and payable in the amount of Two-Thousand, Five Hundred Dollars (\$2500.00). In addition, a security deposit in the amount of \$2,500 shall be retained.

Upon walking the premises with the County, they have requested that most of the office furniture remain which prevents us from having to move it at this time. Throughout the term of this Lease, Tenant, at its sole cost and expense, shall keep or cause to be kept for the mutual benefit of Landlord, Landlord's managing agent and Tenant (with appropriate cross-liability endorsements so showing) through companies licensed to do business in Georgia having a Best's rating of at least A-XIII (as the same may be adjusted from time to time) comprehensive general liability insurance covering the Premises with coverage of at least \$1,000,000.00 per occurrence, inclusive of personal injury, bodily injury, death, and property damage, and with an aggregate limit of at least \$2,000,000.00 per year, which policies insure against all liability of Tenant, Tenant's authorized representatives, and anyone for whom Tenant is responsible arising out of and in connection with Tenant's use of the Premises, and shall insure Tenant's performance of the indemnity provisions contained herein.

The City shall be responsible for costs related to exterior maintenance expenses to include the driveway, paved parking area and roof.

Fiscal Impact

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

Exhibits Attached (Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)

- LEASE AGREEMENT- Clayton County (final) (002)

Staff Recommendation (Type Name, Title, Agency and Phone)

Approval

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

February, 6, 2023

Signature

City Clerk's Office

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is made and entered into this 7th day of February, 2023, by and between the City of Jonesboro (the "Landlord") and Clayton County, Georgia (the "Tenant").

W I T N E S S E T H:

In consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby do covenant and agree as follows:

1. **PREMISES.** The property hereby leased to Tenant is a portion of that certain lot or parcel having a street address of 124 North Avenue Jonesboro, Georgia 30236 which parcel is more particularly described on Exhibit A hereto attached, but shall include only the spaces and Buildings or other structuring as delineated and otherwise described in Exhibit B attached hereto (the "Premises"). This Lease is for the Premises as described above and for the Premises only. This Lease does not give Tenant any rights or privileges to occupation of any other of Landlords properties or possessions.
2. **TERM.** The lease term ("Lease Term") shall commence on March 1, 2023 ("the Effective Date") and shall, unless terminated earlier as provided herein, expire at 11:59 p.m. on March 1, 2024 (the "Expiration Date").
3. **RENEWAL.** Provided this Lease is still in effect and has not been terminated for any reason, this Lease shall renew at the end of the Lease Term for two (2) additional one (1) year terms ("Renewal Term"), unless either party gives to the other party written notice of intent not to renew at least ninety (90) days prior to the expiration of the Lease Term, or of any Renewal Term. All provisions of this Lease applicable to the original term thereof shall apply with equal force to any Renewal Term. As used herein, the word "Term" refers to the Lease Term and/or Renewal Term.
4. **POSSESSION.** The taking of possession by Tenant shall be deemed conclusively to establish that said Premises and other improvements are in good and satisfactory condition as of when possession was taken. Tenant further acknowledges that no representations as to the repair of the Premises, nor promises to alter, remodel or improve the Premises, have been made by Landlord unless such are expressly set forth in this Lease.
5. **BASE RENT.** Base rent for the Premises shall be paid in equal installments due and payable in the amount of Two-Thousand, Five Hundred Dollars (\$2500.00) ("Base Rent"), initially on the Effective Date of the Term, and subsequently on the first calendar day following each month of the Term, without demand, deduction or set off in lawful money of the United States. The Base Rent shall increase every twelve (12) months of the Term equal to the percentage increase in the Consumer Price Index for Atlanta, Georgia for the prior twelve (12) months. Landlord shall have no obligation to notify Tenant of such increase.

6. SECURITY DEPOSIT. Landlord acknowledges receipt from Tenant of the sum of Twenty-Five Hundred Dollars (\$2500.00) which sum Landlord shall retain as security for the performance by Tenant of each of its obligations hereunder. If Tenant fails at any time to perform its obligations, Landlord may at its option apply said deposit, or so much thereof as is required, to cure Tenant's default, but if prior to the termination of this Lease Landlord depletes said deposit in whole or in part, Tenant shall immediately restore the amount so used by Landlord. Except to the extent Landlord uses the deposit to cure a default of Tenant, or to restore the Premises to the condition that Tenant is required to leave them at the conclusion of the Term, Landlord shall within thirty (30) days of the termination of the Lease refund so much of the deposit as it continues to hold to Tenant.

7. TAXES. Insofar as may be applicable, Tenant, at its expense, shall be responsible for all taxes, assessments and governmental charges of any kind and nature whatsoever levied or assessed against the Premises by any municipality, county, or other governmental agency (the "Taxes"), including but not limited to, all taxes levied against Tenant's inventory and personal property, and trade fixtures placed by Tenant in or on the Premises. If any such taxes for which Tenant is liable are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of Tenant's personal property and inventory, betterments, improvements, and trade fixtures, and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord as additional rent upon demand that part of such taxes for which Tenant is liable hereunder.

If applicable, Landlord shall estimate Tenant's pro-rata share of taxes at the beginning of each calendar year. Tenant shall pay such estimated share of taxes to Landlord as additional rent in equal monthly installments along with payments of the Base Rent. Tenant's estimated payment hereunder shall be adjusted in accordance with the most recent tax bill received by Landlord. Landlord shall notify Tenant of any excess tax payments made by Tenant or of any deficiency in tax payments made by Tenant, based on tax bills received by Landlord. Any excess tax payment by Tenant shall be applied to installments of tax payments next due. Tenant shall pay to Landlord any deficiency along with the payment of Base Rent next due and thereafter pay its adjusted proportionate share of taxes in monthly installments as herein provided. Landlord shall, in addition, furnish Tenant with copies of all applicable tax bills, upon request of Tenant. Tenant's obligation for tax payments hereunder shall survive the expiration of the Term or earlier termination hereof and in such event, Tenant shall pay sums due pursuant to this Paragraph to Landlord upon demand.

It is understood and acknowledged that Tenant's obligations to Landlord for the payment of the aforesaid taxes, public charges and assessments is based on the system of real estate taxation in effect on the date hereof. Should the applicable taxing authorities change the manner in which they raise revenue from the ad valorem tax system to an income or other tax form, of whatever nature, then, and in that event, Tenant shall pay its proportionate share of any taxes, charges or assessments imposed on the Premises, or any rents or income therefrom under any such new or alternative system of taxation.

8. INSURANCE. Throughout the term of this Lease, Tenant, at its sole cost and expense, shall keep or cause to be kept for the mutual benefit of Landlord, Landlord's managing agent and Tenant (with appropriate cross-liability endorsements so showing) through companies licensed to

do business in Georgia having a Best's rating of at least A-XIII (as the same may be adjusted from time to time) comprehensive general liability insurance covering the Premises with coverage of at least \$1,000,000.00 per occurrence, inclusive of personal injury, bodily injury, death, and property damage, and with an aggregate limit of at least \$2,000,000.00 per year, which policies insure against all liability of Tenant, Tenant's authorized representatives, and anyone for whom Tenant is responsible arising out of and in connection with Tenant's use of the Premises, and shall insure Tenant's performance of the indemnity provisions contained herein. Not more frequently than once each year, Landlord may require the limits to be increased if in its reasonable judgment (or that of its mortgagee) the coverage is insufficient. Tenant shall also insure its personal property located in and on the Premises, and shall neither have nor make any claim against Landlord for any loss or damage to the same, regardless of the cause thereof. The proceeds from any such policy covering personal property shall be used by Tenant for the replacement of Tenant's personal property.

Prior to taking possession of the Premises, and at any other time during the Term upon written request from the Landlord, Tenant shall deliver to Landlord copies of original policies or satisfactory certificates thereof. All such policies shall be non-assessable and shall contain language, to the extent obtainable, that (A) any loss shall be payable notwithstanding any act or negligence of Landlord or Tenant that might otherwise result in forfeiture of the insurance, (B) that the policies are primary and non-contributing with any insurance that Landlord may carry, and (C) that they cannot be canceled or changed except after thirty (30) days' notice to Landlord.

Anything in this Lease to the contrary notwithstanding, Landlord releases and waives unto Tenant, its successors and assigns, and Tenant releases and waives unto Landlord, its successors and assigns, all rights to claim damages for any injury, loss, cost, or damage to persons or to the Premises which is occasioned by fire, explosion, accident, occurrence or condition in, on or about the Premises or any other casualty as long as the amount of such injury, loss, cost or damage has been paid either to Landlord, Tenant, or any other person, firm, or corporation, under the terms of any fire, extended coverage, public liability or other policy of insurance, to the extent such releases or waivers are permitted under applicable law. All policies of insurance carried or maintained pursuant to this Lease shall contain or be endorsed to contain a provision whereby the insurer waives all rights of subrogation against either Tenant or Landlord.

To the extent permitted by law, Tenant shall indemnify and hold Landlord harmless from and against any and all claims arising out of (A) Tenant's use of the Premises or any other part thereof, (B) any activity, work, or other thing done, permitted or suffered by Tenant in or about the Premises or the buildings on the Premises, or any part thereof, (C) any breach or default by Tenant in the performance of any of its obligations under this Lease, or (D) any act or negligence of Tenant, or any officer, agent, employee, contractor, servant, invitee or guest of Tenant; and in each case from and against any and all damages, losses, liabilities, lawsuits, costs and expenses (including attorneys' fees at all tribunal levels) arising in connection with any such claim or claims as described in (A) through (D) above, or any action brought thereon. If such action be brought against Landlord, Tenant, upon notice from Landlord, shall defend the same through counsel selected by Tenant's insurer or other counsel, in each case acceptable to Landlord. To the extent permitted by law, Tenant assumes all risk of damage or loss to its property or injury or death to persons in, on or about the Premises, from all causes except those for which the law imposes liability on Landlord. The provisions of this paragraph shall survive the termination of this Lease.

9. DRIVEWAY, AND PAVED PARKING AREA MAINTENANCE. Landlord shall be solely responsible for all costs to maintain (the "Exterior Maintenance Expense") the driveway, and paved parking area maintenance, repair and replacement related to the Premises (the "Exterior Maintenance"). The Exterior Maintenance Expense shall include, without limitation, the actual total costs of driveway and parking area maintenance, exterior lighting maintenance, snow removal, waste removal, miscellaneous supplies for buildings on the premises, sweeper brushes, supplies for materials, external paint for the buildings on the Premises and exterior lighting in common areas.

10. USE. Tenant shall conduct no activity that will result in the discharge of harmful gases, effluents or other wastes. Outside storage is prohibited without Landlord's prior written consent. Tenant shall, at its own cost and expense, obtain any and all licenses and permits for any such use. Tenant shall comply with all governmental laws, ordinances and regulations and the requirements of any insurance company providing insurance as required and contemplated herein relating to the use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with, the Premises, all at Tenant's sole expense. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise or vibrations to permeate in or emanate from the Premises, nor take any other action which would constitute a nuisance. Without Landlord's prior written consent, Tenant shall not receive, store or otherwise handle any product, material or merchandise which is explosive, inflammable, combustible, corrosive, caustic or poisonous. Tenant will not permit the Premises to be used for any purpose or in any manner (including, without limitation, any method of storage) which would render the insurance thereon void or the insurance risk more hazardous or cause the State Board of Insurance or other insurance authority to disallow any sprinkler credits. Tenant shall give notice to Landlord immediately upon the occurrence of any accident in the Premises or upon Tenant's discovery of any defects thereon or in any fixtures or equipment located therein or upon the occurrence of any emergency in the Premises or buildings on the Premises. Except in the use of emergency, Landlord shall not have authority to control or adjust any fixtures or equipment on the Premises. Landlord makes no representation whatsoever that the Premises are suitable for use as intended by Tenant.

11. REPAIRS.

(a) **TENANT'S REPAIRS.** Tenant shall not damage any portion of the Premises, and shall, at its sole cost and expense, promptly repair any damage or injury to any portion of the Premises caused by Tenant or its employees, agents or invitees. Any repairs shall be coordinated with Landlord and subject to Landlord's approval and acceptance.

(b) **LANDLORD'S REPAIRS.** Except as otherwise provided herein, during the Term and, if applicable, Renewal Term, Landlord shall bear the costs of repairs to maintenance of the Exterior Premises.

12. ALTERATIONS. Tenant shall not make any alterations, additions or improvements to the Premises including, but not limited to, roof and wall penetrations, without the prior written consent of Landlord. Tenant may, without the consent of Landlord, but at its sole cost and expense and in a good workmanlike manner, make cosmetic and decorative improvements to the Premises and/or

erect interior improvements such as shelves, bins, machinery and trade fixtures as it may deem advisable, without altering the basic character of the Premises or improvements and without overloading or damaging the Premises or improvements, and in each case complying with all applicable governmental laws, ordinances, regulations and other requirements. Tenant shall not make any alterations, additions or improvements to the Premises which will contravene Landlord's policies insuring against loss or damage by fire or other hazards, including but not limited to public liability, or which will prevent Landlord from securing such policies from companies acceptable to Landlord. If any such alterations, additions or improvements cause the rate of fire or other insurance on the Premises by companies acceptable to Landlord to be increased beyond the minimum rate from time to time applicable to the Premises for permitted uses thereof, Landlord shall promptly inform Tenant of same and Tenant shall have the option to remove such alterations, additions or improvements within fifteen (15) days of notice. Should Tenant elect to retain said alterations, additions or improvements following notice from Landlord, Tenant shall pay as Additional Rent the amount of any such increase promptly upon demand by Landlord. All alterations, additions, improvements and partitions erected by Tenant shall be and remain on the property of Tenant during the term of this Lease, and Tenant shall, unless Landlord otherwise elects as hereinafter provided, remove all alterations, additions, improvements and partitions erected by Tenant by the date of termination of this Lease or upon earlier vacating of the Premises; provided, however, that if Landlord so elects prior to termination of this Lease or upon earlier vacating of the Premises, such alterations, additions, improvements and partitions shall become the property of Landlord as of the date of termination of this Lease or upon earlier vacating of the Premises and shall be delivered up to the Landlord with the Premises. All shelves, bins, machinery and trade fixtures installed by Tenant may be removed by Tenant prior to the termination of this Lease if Tenant so elects, and shall be removed by the date of termination of this Lease or upon earlier vacating of the Premises if required by Landlord; upon any such earlier removal, Tenant shall restore the Premises to their original condition. All such removals and restoration shall be accomplished in a good, workmanlike manner so as not to damage the primary structure or structural qualities of the buildings on the Premises and other improvements situated on the Premises.

13. SIGNS. Tenant shall have the right to install signs upon the Premises subject to any applicable governmental laws, ordinances, regulations and other requirements. Tenant shall remove all such signs upon the termination of this Lease. Such installations and removals shall be made in such a manner as to avoid injury or defacement of the Premises, and Tenant shall repair any injury or defacement, including, without limitation, discoloration of the buildings on the Premises caused by such installation and/or removal.

14. INSPECTION. Landlord and Landlord's agents and representatives shall have the right to enter and inspect the Premises at any reasonable time for the purpose of ascertaining the condition of the Premises or in order to make such repairs as may be required or permitted to be made by Landlord under the term of this Lease or in order to show the Premises to any prospective purchaser or lender. Tenant shall arrange to meet with Landlord at a mutually agreeable date and time for a joint inspection of the Premises prior to vacating. In the event of Tenant's failure to give notice, Landlord's inspection at or after Tenant's vacating the Premises shall be conclusively deemed correct for purposes of determining Tenant's responsibilities for repairs and restoration.

15. UTILITIES. Tenant shall pay for all charges for all water, gas, electrical, telephone, sewer, internet, garbage and other utilities used on or from the Premises. Provided, however, Landlord shall in no event be liable for any interruption or failure of utility services on the Premises.

16. ASSIGNMENT AND SUBLETTING. Tenant shall not be permitted to assign or sublease the whole or any part of the Premises or to allow any other party to use the Premises without obtaining Landlord's prior written consent. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the Rent herein specified and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease.

17. COMPLIANCE WITH LAWS, REGULATIONS, AND POLICIES. Tenant shall comply with all applicable laws, ordinances, regulations, policies, and directives affecting the Premises, now existing or hereafter adopted, including general rules and regulations for the Premises (a copy of the present rules is attached as **Exhibit "C"**) as may be developed from time to time by Landlord and delivered to Tenant or posted on the Premises.

18. FORCE MAJEURE. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which causes are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

19. CONDEMNATION. If the whole or any substantial part of the Premises should be taken for any public or quasi-public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Premises for the purpose for which they are being used, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of the Premises shall occur.

If part of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and this Lease is not terminated as provided above, this Lease shall not terminate but the rent payable hereunder during the unexpired portion of this Lease shall be reduced to such extent as may be fair and reasonable under all of the circumstances.

In the event of any such taking or private purchase in lieu thereof, Landlord shall be entitled to receive and retain all awards as may be awarded in any condemnation proceedings other than those specifically awarded to Tenant for the taking of Tenant's personal property, loss of business and moving expenses.

20. HOLDING OVER. Tenant will, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession to Landlord. If Landlord agrees in writing that Tenant may hold over after the expiration or termination of this Lease, unless the parties hereto otherwise agree in writing on the terms of such holding over, the holdover tenancy shall be subject to termination by Landlord at any time upon not less than fifteen (15) days advance written notice, or by Tenant at any time upon not less than fifteen (15) days advance written notice, and all of the other terms and provisions of this Lease shall be applicable during that period, except that Tenant shall pay Landlord from time to time upon demand, as Base Rent for the period of any holdover, an amount equal to one hundred and twenty-five percent of the rent according to the terms of this lease and in effect during the Term ("Holdover Rent") computed on a daily basis for each day of the holdover period. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided. If Tenant shall hold over after the expiration of the final Renewal Term or termination of this Lease without Landlord's written consent, such holding over shall not be deemed to be a renewal of this Lease but shall be deemed to create a tenancy-at-sufferance and by such holding over Tenant shall be deemed to have agreed to be bound by all of the terms and conditions of this Lease except those as to the Term hereof and except that during such tenancy-at-sufferance, Tenant shall pay to Landlord the Holdover Rent in effect on the termination date, computed on a daily basis for each day of the holdover period. The increased rent during any such holding over is intended to partially compensate Landlord for losses, damages and expenses, including frustrating and delaying Landlord's ability to secure a replacement tenant. Tenant expressly agrees to hold Landlord harmless from any and all loss and damages, direct and consequential, which Landlord may suffer in defense of claims by parties against Landlord arising out of the holding over by Tenant, including, without limitation, reasonable attorney's fees in connection with Landlord's defense of such claims. Acceptance of rent by Landlord subsequent to the Expiration Date shall not constitute consent to any holding over. Landlord shall have the right to apply all payments received after the Expiration Date toward payment for use and occupancy of the Premises subsequent to the Expiration Date and toward any other sums owed by Tenant to Landlord. Landlord, at its option, may forthwith re-enter and take possession of the Premises without process or by any legal process in force. The preceding provisions of this Section 20 shall not be construed as Landlord's consent to hold over.

21. QUIET ENJOYMENT. Landlord covenants that it now has, or will acquire before Tenant takes possession of the Premises, good title to the Premises, free and clear of all liens and encumbrances, excepting only the lien for current taxes not yet due, mortgage or mortgages of record, zoning ordinances, lease agreements for use of other areas of the Premises, and other building and fire ordinances and governmental regulations relating to the use of such property, and easements, restrictions and other conditions of record. Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the term hereof without hindrance or molestation from Landlord, subject to the terms and provisions of this Lease.

22. EVENTS OF DEFAULT. The following events shall be deemed to be events of default by Tenant under this Lease:

- (a) Tenant shall fail to pay any installment of the Base Rent or Additional Rent herein reserved within ten (10) days following notice to Tenant that the payment has not been received, or any payment with respect to taxes hereunder, or any other payment or

reimbursement to Landlord required herein by such payment's due date, and the failure of Tenant to pay such amount within ten (10) days of notice from the Landlord.

- (b) Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.
- (c) Tenant shall file a petition under any Section or chapter of the Bankruptcy Reform Act, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder, which are not dismissed within one hundred and twenty (120) days thereof.
- (d) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.
- (e) Tenant shall desert or vacate any substantial portion of the Premises.
- (f) Tenant shall fail to comply with any term, provision or covenant of this Lease (other than the foregoing in this Section 15), and shall not cure such failure within thirty (30) days after written notice thereof to Tenant, provided, however, that in the event such default cannot reasonably be cured within said thirty (30) day period, Tenant shall be deemed to be in compliance with this subparagraph if it pursues all reasonable means to cure and such default is in fact cured within sixty (60) days after written notice to Tenant, provided that Tenant shall not be entitled to more than one such notice and cure period during the Term.

23. REMEDIES. Upon the occurrence of any such events of default in Section 23 hereof, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- (a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, enter upon and take possession of the Premises and expel and remove Tenant and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise.
- (b) Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying such Premises or any part thereof, by force if necessary, without being liable for prosecution and receive the Rent thereof; and relet the same at such amount as Landlord deems reasonable and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting, including all costs and expenses associated with such reletting including without limitation reasonable attorneys' fees, brokers' commissions and tenant upfit work. In the event Landlord is successful in reletting the Premises at a rental in excess of that agreed to be paid by Tenant pursuant to the terms of this Lease, Landlord and Tenant each mutually agree that Tenant shall not be entitled, under any circumstances, to such excess rental, and Tenant does hereby specifically waive any claim to such excess rental.
- (c) Enter upon the Premises, by force if necessary, without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the term of this Lease; and Tenant agrees to reimburse Landlord, on demand for any

expenses which Landlord may incur in thus effecting compliance with that which Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided by law or equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provision and covenants herein contained. No act or thing done by Landlord or its agents during the term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or accept a surrender of the Premises shall be valid unless in writing signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the term, provisions and covenants herein contained. Landlord's acceptance of the payment of rental or other payments hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless Landlord so notifies Tenant in writing, and no receipt of money by Landlord from Tenant after the termination of this Lease or after service of any notice or after the commencement of any suit or after final judgment for possession of the Premises shall reinstate, continue or extend the term of this Lease or affect any such termination, notice, suit or judgment, unless Landlord so notifies Tenant in writing. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute waiver of such default or of Landlord's right to enforce any such remedies with respect to such default or any subsequent default: If, on account of any breach or default by Tenant in Tenant's obligations under the term and conditions of this Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney concerning such breach or default by Tenant or to enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable attorneys' fees so incurred.

24. LANDLORD'S LIEN. In addition to any statutory lien for rent in Landlord's favor, Landlord shall have and Tenant hereby grants to Landlord a continuing security interest for all rentals and other sums of money becoming due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture, inventory, client files, accounts, contract rights, chattel paper and other personal property of Tenant situated on the Premises, and such property shall not be removed therefrom without the consent of Landlord until all arrearages in Rent as well as any and all other sums of money then due to Landlord hereunder all first have been paid and discharged. In the event of a default under this Lease, Landlord shall have, in addition to any other remedies provided herein or by law, all rights and remedies under Uniform Commercial Code, including, without limitation, the right to sell the property described in this Section 24 at public or private sale upon five (5) days' notice to Tenant. Tenant hereby agrees that Landlord shall be entitled to prepare and file such financial statements and other instruments necessary or desirable in Landlord's discretion to perfect the security interest hereby created. Any statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto.

25. MORTGAGES. Tenant accepts this Lease subject and subordinate to any mortgage(s) and/or deeds of trust now or at any time hereafter constituting a lien or charge upon the Premises or the improvements situated thereon; provided, however, that if the mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant's interest in this Lease superior to any such instrument, then by notice to Tenant from such mortgagee, trustee or holder, this Lease shall be deemed superior to such lien, whether this Lease was executed before or after said mortgage or deed of trust. Tenant shall at any time hereafter on demand execute any instruments, releases or other documents which may be required by any mortgagee or trustee for the purpose of further subjecting and subordinating this Lease to the lien of any such mortgage or deed of trust. Provided, however, that Tenant shall state, with particularity, any claims, offsets or defenses it has against Landlord.

26. MECHANIC'S LIENS. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this instrument. Tenant covenants and agrees that it will pay or cause to be paid all, sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or the improvements thereon and that it will save and hold Landlord harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of Landlord in the Premises or under the terms of this Lease.

27. NOTICES. Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice by Landlord to Tenant or with reference to the sending, mailing or delivery of any notice or the making of any payment by Tenant to Landlord shall be deemed to be complied with when and if the following steps are taken:

All Rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address herein below set forth or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith. Tenant's obligations to pay Rent and any other amounts to Landlord under the terms of this Lease shall not be deemed satisfied until such Rent and other amounts have been actually received by Landlord.

Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail postage prepaid, Certified or Registered Mail, return receipt requested, addressed to the parties hereto at the respective addresses set out below, or at other such address as they have theretofore specified by written notice delivered in accordance herewith.

LANDLORD:

City of Jonesboro
 Attn: City Manager
 1859 City Center Way
 Jonesboro, Georgia 30236

With a copy to:

Fincher Denmark LLC
 Attn: Danielle Matricardi, Esq.
 100 Hartsfield Centre Pkwy, Suite 400
 Atlanta, Georgia 30354
 Facsimile 770-471-9948
 E-mail: dmatricardi@fincherdenmark.com

TENANT:

Clayton County, Georgia
 Attn: Chief Operating Officer
 112 Smith Street
 Jonesboro, Georgia 30236

With a copy to:

Clayton County, Georgia
 Attn: Chief Staff Attorney
 112 Smith Street
 Jonesboro, Georgia 30236

If and when included within the term "Landlord," as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments to Landlord; if and when included within the term "Tenant," as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address within the continental United States for the receipt of notices to Tenant. All parties included within the terms "Landlord" and "Tenant," respectively, shall be bound by notices given in accordance with the provisions of this Section 27 to the same effect as if each had received such notices.

Tenant is required to update its business address in writing with Landlord every three months. Tenant will provide the address update to Landlord's counsel, Winston Denmark, Esq. at the address listed above.

28. BROKER'S CLAUSE. Tenant represents that it has not dealt with any broker in connection with this Lease. Landlord represents that it has not dealt with any broker in connection with this Lease. Landlord covenants and agrees to pay and hold harmless and indemnify Tenant from and against any and all costs, expenses, including reasonable attorneys' fees, or liabilities for any compensation, commission, or charge claimed by any broker or agent other than Tenant's Broker with whom Landlord has had any dealings or negotiations with respect to this Lease or the negotiation thereof. Tenant covenants and agrees to pay and hold harmless and indemnify Landlord from and against any and all costs, expenses, including reasonable attorneys' fees, or liabilities for any compensation, commission, or charge claimed by any broker or agent including Tenant's Broker, but excluding Landlord's Broker, with whom Tenant has had any dealings or negotiations with respect to this Lease or the negotiation thereof.

29. INDEMNITY.

- (a) To the extent permitted by law, Tenant shall indemnify Landlord and save it harmless from suits, actions, damages, liability and expense (including attorneys' fees and expenses of litigation relating thereto and to this indemnity) in connection with loss of life, bodily or personal injury, for property damage, arising from or out of any occurrence in, upon, or at the Premises or the occupancy or use by Tenant of Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees or concessionaires, including the sidewalks and common areas within the Premises;
- (b) Tenant shall store its property in and shall occupy the Premises at its own risk and shall release Landlord, to the full extent permitted by Law, from all claims of every kind resulting from loss of life, personal and bodily injury or property damage;
- (c) Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's merchandise, equipment, fixtures or other personal property of Tenant or to Tenant's business except where said loss or damage occurs based upon the acts or omissions of Landlord;
- (d) Landlord shall not be responsible or liable to Tenant or to those claiming by, through, or under Tenant for any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of person(s) occupying adjacent, connecting or adjoining premises;
- (e) Landlord shall not be responsible or liable for any defect, latent or otherwise, in any building in the Premises or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall it be responsible or liable for any injury, loss or damage to any person or to any property of Tenant, or other person, caused by or resulting from bursting, breakage or by or from the leakage of steam, snow or ice, or the running, backing up, seepage, or overflow of water or sewage, in any part of said Premises or for any injury or damage caused by or resulting from acts of God or the elements or for any injury or damage caused by or resulting from any defect or negligence in the occupancy, construction, operation or use of the Premises, including but not limited to any building,

machinery, apparatus or equipment resulting from the acts or negligence of any occupant of the Premises except where said loss or damage occurs based upon the acts or omissions of Landlord. Landlord is not responsible in any event for consequential damages;

- (f) Tenant shall give prompt notice to Landlord in the case of fire or accidents in the Premises or in the Building thereon or of defects therein or in any fixtures or equipment;
- (g) .

30. HAZARDOUS MATERIALS. Tenant agrees that it will not place, hold, or dispose of any Hazardous Material (as hereinafter defined) on, under or at the Premises and that it will not use the Premises or any portion thereof as a treatment, storage, or disposal (whether permanent or temporary) site for any Hazardous Material. Tenant further agrees that it will not cause or allow any asbestos to be incorporated into any improvements or alterations which it makes or causes to be made to the Premises. To the extent permitted by law, Tenant hereby agrees to and does indemnify Landlord against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever (including without limitation, court costs and attorneys' fees) which at any time or from time to time may be paid, incurred or suffered by, or asserted against Landlord for, with respect to, or as a direct or indirect result of (i) any breach by Tenant of the foregoing covenants or (ii) to the extent caused or allowed by Tenant or any agent, employee, invitee, or licensee of Tenant, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, or release from, onto, or into the Premises, the atmosphere, or any watercourse, body of water, or groundwater, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other Federal, State, Local or other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material); and the provisions of and undertakings and indemnification set out in this Section 30 shall survive the early termination or expiration of this Lease, and shall continue to be a personal liability, obligation and indemnification of Tenant, binding upon Tenant forever. The provisions of the preceding sentence shall govern and control over any inconsistent provisions of this Lease. For purposes of this Lease, "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other Federal, State, Local or other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter is in effect, or any other hazardous, toxic or dangerous, waste, substance or material.

31. BANKRUPTCY. Landlord and Tenant understand that, notwithstanding certain provisions to the contrary contained herein, a trustee or debtor in possession under the United States Bankruptcy Code, as amended, (the "Code") may have certain rights to assume or assign this Lease. Landlord and Tenant further understand that, in any event, pursuant to the Code, Landlord is entitled to adequate assurances of future performance of the provisions of this Lease.

The parties agree that, with respect to any such assumption or assignment, the term "adequate assurance" shall include at least the following:

- (a) In order to assure Landlord that the proposed assignee will have the resources with which to pay all Rent payable pursuant to the provisions of this Lease, any proposed assignee must have, as demonstrated to Landlord's satisfaction, a net worth (as defined in accordance with generally accepted accounting principles consistently applied) of not less than the net worth of Tenant on the Effective Date (as hereinafter defined), increased by seven percent (7%), compounded annually, for each year from the Effective Date through the date of the proposed assignment. It is understood and agreed that the financial condition and resources of Tenant were a material inducement to Landlord in entering into this Lease.
- (b) Any proposed assignee must have been engaged in the conduct of business for the five (5) years prior to any such proposed assignment, which business is subject to the reasonable approval of the Landlord. It is understood that the Landlord's asset will be substantially impaired if the trustee in bankruptcy or any assignee of this Lease makes any use of the Premises without first obtaining the Landlord's written permission.
- (c) Any proposed assignee of this Lease must assume and agree to be personally bound by the provisions of this Lease.

32. EARLY TERMINATION. Tenant shall have a one-time right, upon thirty (30) days prior written notice to the other party, to terminate this Lease during the Term. There shall be no option to purchase the Premises under the terms of this Agreement.

33. PARKING. Tenant shall be entitled to use available parking spaces on the Premises on a first-come, first-served basis.

34. PROVISIONS TO SURVIVE LEASE TERMINATION. The provisions of Sections 5, 6, 7 regarding Tenant's obligation to pay Base Rent, Additional Rent, and Taxes accrued and owed during the term of the Lease and Section 29 shall survive the termination of the Lease, and Tenant shall pay sums due pursuant to this Section upon demand by Landlord.

35. PUNCH LIST. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of this Lease shall survive the expiration or earlier termination of the term hereof, including, without limitation, all payment obligations concerning the condition of the Premises. Upon the expiration or earlier termination of the term hereof, and prior to Tenant's vacating the Premises, Tenant shall pay to Landlord any amount reasonably estimated by Landlord as necessary to put the Premises, including, without limitation, all heating and air conditioning systems and equipment therein, to the original condition in which it existed at the initiation of the Term as determined by the Punch List. The Punch List will be made prior to this Lease, taking effect to document the Premises condition at the beginning of the Term, and not as a means for Tenant to seek any repairs or alterations as they are taking the Premises in the "as is/where is" condition. Tenant shall also, prior to vacating the Premises, pay to Landlord the amount, as estimated by Landlord, of Tenant's obligation hereunder for real estate taxes and insurance premiums for the year in which the Lease expires or terminates. All such amounts shall be used and held by Landlord for payment of such obligations of Tenant hereunder, with Tenant

being liable for any additional costs therefor upon demand by Landlord, or with any excess to be returned to Tenant after all such obligations have been determined and satisfied, as the case may be. Any security deposit held by Landlord shall be credited against the amount payable by Tenant under this Section 36.

36. MISCELLANEOUS.

- (a) *Third-parties.* The terms, provisions, covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided. Landlord shall have the right to assign any of its rights and obligations under this Lease. Each party agrees to furnish to the other, promptly upon demand, a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization of such party to enter into this Lease.
- (b) *Captions and Headings.* The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.
- (c) *Amendments.* This Lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.
- (d) *Assumption.* In the event of a transfer by Landlord of its interest in the Premises and the assumption in writing by Landlord's transferee of Landlord's obligations under the terms of this Lease, then in such event Landlord shall be released from any further obligations and liabilities under the terms of this Lease.
- (e) *Severability.* If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease contract a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
- (f) *Offer.* This Lease shall be treated as an offer, with such offer subject to the withdrawal or non-acceptance by Landlord, and this Lease shall not be valid or binding unless and until accepted by Landlord in writing and a fully executed copy delivered to both parties hereto.
- (g) *Calculation of time periods.* All references in this Lease to "the date hereof" or similar references shall be deemed to refer to the last date, in point of time, on which all parties hereto have executed this Lease. Unless otherwise provided herein, whenever this Agreement calls for or contemplates a period of time for the performance of any term, provision, or condition of this Agreement, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday, or other non-business day; provided, however, if the last day of any period of time shall happen to fall on a Saturday or Sunday or legal holiday observed by the State of Georgia, the last day shall be extended to the next succeeding business day immediately thereafter occurring.

- (h) Time is of the essence of this Lease.
- (i) *Governing Law.* This Lease shall be governed, controlled and construed in accordance with the laws of the State of Georgia. The state and federal courts located in Clayton County, Georgia, shall have exclusive jurisdiction over all matters arising out of this Lease.
- (j) *Entire Agreement.* This Lease, including all exhibits, schedules, and any documents or instruments incorporated herein by reference constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, between the Parties with respect to the subject matter hereof.
- (k) *Waiver.* No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Lease operates or may be construed as a waiver thereof or any other right, remedy, power, or privilege. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- (l) *Interpretation.* The Parties acknowledge that this Lease and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Lease.
- (m) *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.

(Signature page attached hereto)

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this Lease as of the
_____ day of _____, 2022.

LANDLORD:

CITY OF JONESBORO

By: _____
Name: _____
Title: _____

TENANT:

CLAYTON COUNTY, GEORGIA

By: _____
Name: _____
Title: _____

Attachment: LEASE AGREEMENT- Clayton County (final) (002) (3316 : Lease - 124 North Avenue)

EXHIBIT A
LEGAL DESCRIPTION OF PREMISES

Attachment: LEASE AGREEMENT- Clayton County (final) (002) (3316 : Lease - 124 North Avenue)

EXHIBIT B

DESCRIPTION OF BUILDINGS

[See Attached]

EXHIBIT C
RULES AND REGULATIONS

[See Attached]

Attachment: LEASE AGREEMENT- Clayton County (final) (002) (3316 : Lease - 124 North Avenue)



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

5.10

- 9

COUNCIL MEETING DATE

February 6, 2023

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

Community Development Director Allen

Requested Action (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)

Discussion regarding a proposed text amendment to the City of Jonesboro Code of Ordinances, 23-TA-001, Ord. 2023-001, regarding a 6-month moratorium on certain uses listed in the "Table of Uses Allowed by Zoning District", Section 86-204, of Article VI – Conditional Uses, Chapter 86 – Zoning, of the City of Jonesboro Code of Ordinances. Specified uses to be considered for the 6-month moratorium include Air BnBs, Event Centers, Equipment Rental Businesses, Self-Storage Units, and Smoke / Vape Shops. The purpose of the moratorium is to clarify and improve development standards for these uses.

Requirement for Board Action (Cite specific Council policy, statute or code requirement)

Section 86-204, Table of Uses

Is this Item Goal Related? (If yes, describe how this action meets the specific Board Focus Area or Goal)

Community Planning, Neighborhood and Business Revitalization

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Agency recommendation – Approval of moratorium on certain uses; The Table of Uses has been revised as a response to a proposed moratorium on certain uses. The Table of Uses was last revised in July 2022. Specified uses to be considered for the 6-month moratorium include Air BnBs, Event Centers, Equipment Rental Businesses, Self-Storage Units, and Smoke / Vape Shops. These specific uses either have already proliferated within the City or have the potential to proliferate in the City in the near future. While the City currently only regulates the number of liquor stores within its limits (per Code), and while the City believes that market forces should dictate the density of most private commercial uses within its limits, the City would like to impose a 6-month moratorium on these uses in order to more thoughtfully consider their development standards for future growth. **Agency recommendation – Approval of moratorium on certain uses;** The Table of Uses has been revised as a response to a proposed moratorium on certain uses. The Table of Uses was last revised in July 2022. Specified uses to be considered for the 6-month moratorium include Air BnBs, Event Centers, Equipment Rental Businesses, Self-Storage Units, and Smoke / Vape Shops. These specific uses either have already proliferated within the City or have the potential to proliferate in the City in the near future. While the City currently only regulates the number of liquor stores within its limits (per Code), and while the City believes that market forces should dictate the density of most private commercial uses within its limits, the City would like to impose a 6-month moratorium on these uses in order to more thoughtfully consider their development standards for future growth. **Update: Per the City Manager, Air Bnbs and smoke / vape shops will be removed from consideration at this time, and tire shops and auto repair businesses will be added for consideration.**

53112 0	Lessors of Nonresidential Building (except Miniwarehouses), including Event Centers (Excluding funerals and wakes)	N	N	N	N	N	C	C	C	C	N	C	C	Sec. 86-532; Sec. 86-118; Moratorium
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5324	Small Machinery and Equipment Rental and Leasing	N	N	N	N	N	N	N	N	N	N	P	P	Sec. 86-118; Moratorium
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FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

February, 6, 2023

Signature

City Clerk's Office

53241	Heavy Machinery and Equipment Rental and Leasing	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 548; Sec. 86-118; Moratorium
532284	Recreational Goods Rental, including golf cart rentals	N	N	N	N	N	N	N	N	N	N	C	P	Sec. 86-550; Sec. 86-118; Moratorium
53212	Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing, including Moving Truck Rental	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86-109 ©(5); Sec. 86-567; Sec. 86-118; Moratorium
53113	Mini-warehouses and Self-Storage Units (Indoor and Outdoor)	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86-607; Sec. 86-118; Moratorium
811111	Automotive Repair, General, including engine repair and replacement	N	N	N	N	N	N	N	N	N	N	C	P	Sec. 86-118; Sec. 86-652; Moratorium
811113	Automotive Transmission Repair	N	N	N	N	N	N	N	N	N	N	C	P	Sec. 86-118; Sec. 86-652; Moratorium
811121	Automotive Body, Paint, Interior, and Maintenance	N	N	N	N	N	N	N	N	N	N	C	P	Sec. 86-118; Sec. 86-652; Moratorium
811112	Automotive Exhaust System Repair	N	N	N	N	N	N	N	N	N	N	C	P	Sec. 86-118; Sec. 86-652; Moratorium
811198	All Other Automotive Repair and Maintenance	N	N	N	N	N	N	N	N	N	N	C	P	Sec. 86-118; Sec. 86-652; Moratorium
811118	Other Automotive Mechanical and Electrical Repair and Maintenance	N	N	N	N	N	N	N	N	N	N	C	P	Sec. 86-118; Sec. 86-652; Moratorium
81112	Automotive Body, Interior, and Glass	N	N	N	N	N	N	N	N	N	N	C	P	Sec. 86-118; Sec. 86-652;

	Repair / Replacement														Moratorium	5.10
44132	Tire Dealers	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86-601; Sec. 86-118; Moratorium		

All changes are marked on the revised Table of Uses enclosed.

Fiscal Impact (Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

n/a

Exhibits Attached (Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)

- Legal Notice - Moratorium on Uses February 2023
- Table of Uses 2.13.23 with Moratorium V. 2

Staff Recommendation (Type Name, Title, Agency and Phone)

Approval

Legal Notice

Public Hearing will be held by the Mayor Pro Tem and Council of the City of Jonesboro at 6:00 P.M. on February 13, 2023, in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, GA, to consider a proposed text amendment to the City of Jonesboro Code of Ordinances, regarding a 6-month moratorium on certain uses listed in the “Table of Uses Allowed by Zoning District”, Section 86-204, of Article VI – Conditional Uses, Chapter 86 – Zoning, of the City of Jonesboro Code of Ordinances. Specified uses to be considered for the 6-month moratorium include Air BnBs, Event Centers, Equipment Rental Businesses, Self-Storage Units, and Smoke / Vape Shops. The purpose of the moratorium is to clarify and improve development standards for these uses. Mayor Pro Tem and Council will discuss this item during their Work Session at 6:00 P.M. also on February 6, 2023, also in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, GA.

David Allen
Zoning Administrator / Community Development Director

Publish 1/25/23

Sec. 86-204. - Table of Uses Allowed by Zoning Districts.

P = Use is permitted "by right" in the Zoning District indicated

C = Use is permitted only as an approved conditional use permit (code section indicated)

N = Use is not permitted in the Zoning District indicated

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
	RESIDENTIAL USES													
n/a	Single Family Detached Dwelling, Site-Built	P	P	P	N	N	P	P	N	P	N	N	N	Sec. 86-111; Article VII; Sec. 86-117
n/a	Single Family Detached Dwelling, Manufactured, Mobile, or Modular with Permanent Foundation	N	N	N	N	N	N	N	N	N	N	N	N	Article VII
n/a	Two-Family Dwelling (Duplex)	N	N	N	N	C	N	N	N	C	N	N	N	Article VII; Sec. 86-117; Sec. 86-118
n/a	Triplexes and Quadruplexes, not part of Apartment Communities	N	N	N	N	N	N	N	N	N	N	N	N	
n/a	Single Family Attached (Townhouses and Condominiums)	N	N	N	C	C	C	C	N	C	N	N	N	Sec. 86-202; Sec. 86-117; Sec. 86-118
n/a	Multifamily (Apartments)	C	C	N	C	C	C	C	N	C	N	N	N	Sec. 86-205; Sec. 86-117; Sec. 86-118
n/a	Mixed Use Dwelling, including Lofts	N	N	N	C	P	C	C	C	P	C	N	N	Sec. 86-182; Sec. 86-117; Sec. 86-118

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
n/a	Recreational Vehicle, Trailer, or Camping Trailer, used as Living Quarters or Dwelling	N	N	N	N	N	N	N	N	N	N	N	N	Sec. 86- 62
n/a	Home Occupation	P	P	P	P	P	P	P	N	P	N	N	N	Sec. 86- 274
n/a	"Tiny" Houses, with permanent foundations	N	N	N	N	N	N	N	N	C	N	N	N	Sec. 86- 649
n/a	Guest Quarters / Mother-in-law Suites, accessory to principal dwelling	C	C	N	N	N	C	C	N	C	N	N	N	Sec. 86- 650
	INSTITUTIONAL USES													
8139	Business, Professional, Labor, Political and Similar Organizations	N	N	N	N	N	C	C	P	C	N	C	N	Sec. 86- 206
8132	Charitable Organization Offices, including Grantmaking and Giving Services	N	N	N	N	N	P	P	P	C	N	P	N	Sec. 86- 207
62411	Child and Youth Services, including Adoption Agencies and Foster Services, but not Group or Youth Homes	N	N	N	N	N	C	C	P	N	N	P	N	Sec. 86- 208
8131	Churches and Other Places of Worship	N	N	N	C	N	C	C	C	C	C	C	C	Sec. 86-183
81311	Religious Organizations, other than Churches and other Places of Worship	N	N	N	N	N	C	C	C	C	C	C	C	Sec. 86- 183

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
8134	Civic and Social Organizations, with provisions for Private Bar or Restaurant	N	N	N	N	N	C	C	C	C	C	C	C	Sec. 86-184; Chap. 6
81341	Civic and Social Organizations, without Bar or Restaurant	N	N	N	N	N	C	C	C	C	C	C	C	Sec. 86-185
624210	Community Food Services, such as Food Banks, with no Meals Prepared or Served on Premises (i.e. Soup Kitchens)	N	N	N	N	N	N	N	C	N	N	C	C	Sec. 86-209; Sec. 86-118
62422	Community Housing Services, including transitional housing	C	C	N	N	C	N	N	C	N	N	N	N	Sec. 86-210; Sec. 86-118
62423	Emergency and Other Relief Services, but not Shelters or Re-settlements	N	N	N	N	N	N	N	C	N	N	C	C	Sec. 86-211
515	Broadcasting, Except Internet	N	N	N	N	N	C	C	C	C	C	C	P	Sec. 86-132, Sec. 86-199
51912	Libraries and Archives	C	C	N	C	C	C	C	P	C	C	C	N	Sec. 86-128
51913	Internet Publishing and Web Search Portals	N	N	N	N	N	P	P	P	C	N	P	P	Sec. 86-200
519130	Internet Broadcasting	N	N	N	N	N	C	C	C	C	N	P	P	Sec. 86-200
62441	Nursery school (Child Day Care Services) (Out of Home)	N	N	N	C	N	N	C	C	C	C	C	N	Sec. 86-122
624410	Family Day Care (In Home)	C	C	C	N	C	N	N	N	N	N	N	N	Sec. 86-123

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
62412	Adult Day Care (In Home)	C	C	C	N	C	N	N	N	N	N	N	N	Sec. 86-124
624120	Day Care Center (Out of Home)	N	N	N	C	N	N	C	C	C	C	C	N	Sec. 86-125
624190	Other Individual and Family Services, incl. Counseling (Except Offices of Mental Health Specialists)	N	N	N	N	N	P	P	P	N	N	C	N	Sec. 86-212
623110	Nursing Care Facilities, including Nursing Homes	N	N	N	N	N	N	N	C	N	N	C	N	Sec. 86-213; Sec. 86-118
6232	Residential Mental Health Facilities	N	N	N	N	N	N	N	C	N	N	N	N	Sec. 86-214; Sec. 86-118
62321	Residential Developmental Disability Homes (Major Disability)	N	N	N	N	N	N	N	C	N	N	N	N	Sec. 86-215; Sec. 86-118
62322	Residential Mental and Substance Abuse Care	N	N	N	N	N	N	N	C	N	N	N	N	Sec. 86-216; Sec. 86-118
62331	Continuing Care, Assisted Living Facilities	N	N	N	N	N	N	N	C	C	N	C	N	Sec. 86-217; Sec. 86-118
6214	Medical Outpatient Care Centers	N	N	N	N	N	N	C	P	C	N	C	N	Sec. 86-218
621410	Family Planning Centers, Including Family Planning Counseling	N	N	N	N	N	N	C	C	N	N	C	N	Sec. 86-219
62142	Outpatient Mental Health Centers	N	N	N	N	N	N	N	C	N	N	N	N	Sec. 86-220

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
621420	Outpatient Substance Abuse Centers	N	N	N	N	N	N	N	C	N	N	N	N	Sec. 86-499
621491	HMO Medical Centers	N	N	N	N	N	N	N	P	C	N	C	N	Sec.-86-500
621493	Freestanding Ambulatory Surgical and Emergency Centers	N	N	N	N	N	N	N	C	N	N	C	N	Sec.-86-501
62149	Other Outpatient Care Centers	N	N	N	N	N	N	N	C	C	N	C	N	Sec.-86-502
62191	Ambulance Services (Transportation)	N	N	N	N	N	N	N	N	N	N	C	P	Sec. 86-118; Sec. 86-645
621991	Blood and Organ Banks	N	N	N	N	N	N	N	C	N	N	C	N	Sec. 86-140; Sec. 86-118
621999	All Other Miscellaneous Ambulatory Health Care Services	N	N	N	N	N	C	C	C	C	N	C	N	Sec 86-503
622110	General Medical and Surgical Hospitals	N	N	N	N	N	N	N	C	N	N	C	N	Sec.-86-504; Sec. 86-118
6222	Psychiatric and Substance Abuse Hospitals	N	N	N	N	N	N	N	C	N	N	N	N	Sec.-86-505; Sec. 86-118
6223	Other Hospitals	N	N	N	N	N	N	N	C	N	N	C	N	Sec. 86-506
6239	Other Residential Care Facilities Care, Personal Care Homes	N	N	N	N	N	N	N	C	C	N	C	N	Sec. 86-126; Sec. 86-118

Attachment: Table of Uses 2.13.23 with Moratorium V. 2 (3302 : Table of Uses Revision - Moratorium)

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
62399	Other Residential Care Facilities Care, Group Homes for Adults without Major Disabilities, and not involving Mental Health or Substance Abuse)	C	C	N	N	N	N	N	N	N	N	N	N	Sec. 86- 127; Sec. 86-118
623990	Other Residential Care Facilities Care, Youth Homes	C	C	N	N	N	N	N	N	N	N	N	N	Sec. 86- 507; Sec. 86-118
6113	Colleges, Universities and Professional Schools	N	N	N	N	N	N	C	C	C	N	C	C	Sec. 86-186
6111	Elementary and Secondary Schools, including religious schools	C	C	C	N	C	C	C	C	C	C	C	C	Sec. 86-187
6112	Junior Colleges	N	N	N	N	N	N	N	C	C	N	C	C	Sec. 86-188
623312	Retirement Community, without Nursing Care	N	N	N	N	P	N	C	P	P	N	N	N	Sec. 86- 129; Sec. 86-118
8133	Social Advocacy Organizations	N	N	N	N	N	N	C	P	C	N	N	N	Sec. 86-508
813312	Environment and Conservation Organizations	N	N	N	N	N	C	C	P	C	N	C	N	Sec. 86- 509
6241	Social Services Assistance, including Individual and Family Services	N	N	N	N	N	N	C	P	C	N	C	N	Sec. 86- 510
923	Administration of Human Resource Programs, Including Education, Public Health, and Veterans' Affairs, but not transitional housing	N	N	N	P	N	C	C	P	P	N	P	N	Sec. 86- 511

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
924	Administration of Environmental Quality Programs	N	N	N	P	N	C	C	P	P	N	P	N	Sec. 86-511
925	Administration of Housing Programs, Urban Planning, Rural, and Community Development, but not transitional housing	N	N	N	P	N	C	C	P	P	N	P	N	Sec. 86-511
9261	Administration of Economic Programs	N	N	N	P	N	C	C	P	P	N	P	N	Sec. 86-511
92612	Administration of Transportation Programs	N	N	N	P	N	C	C	P	C	N	C	N	Sec. 86-511
92613	Utility Regulation and Administration	N	N	N	N	N	C	C	P	C	N	C	N	Sec. 86-512
92614	Agricultural Market and Commodity Regulation	N	N	N	N	N	C	C	P	C	N	C	N	Sec. 86-513
92615	Licensing and Regulating Commercial Sectors	N	N	N	N	N	C	C	P	C	N	C	N	Sec. 86-514
	ARTS, ENTERTAINMENT, AND RECREATION													
7111	Performing Arts Theaters: Drama, Dance, Music	N	N	N	C	N	C	C	C	C	N	C	N	Sec. 86-193; 86-114
711110	Dinner Theaters, Cabaret, Concert Hall, Live Entertainment	N	N	N	C	N	C	C	N	C	N	C	N	Sec. 86-195; 86-114
711120	Dance Company Studios, without Theaters	N	N	N	C	N	C	C	C	C	C	C	N	86-114; Sec. 86-515

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
711130	Musical Groups and Artists, Live Entertainment	N	N	N	N	N	C	C	C	C	N	C	N	Sec. 86-135
711211	Sports Stadiums, Coliseums, Arenas, Amphitheaters	N	N	N	C	N	N	N	N	C	N	C	C	Sec. 86-194
711212	Racetracks, Including Small Vehicles, Go-Karts and Motorcycles	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86-516; Sec. 86-118
71131	Promoters of Performing Arts, Sports & Similar Events W/ Facilities	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86-517
711310	Art Center, Not Performing Arts	N	N	N	P	N	P	P	P	P	N	P	N	86-114
711320	Promoters of Performing Arts, Sports, and Similar Events without Facilities; Booking Agenc	N	N	N	N	N	P	P	P	P	N	P	N	86-114
711410	Agents and Managers for Artists, Athletes, Entertainers, and Other Public Figures	N	N	N	N	N	P	P	P	C	N	P	N	86-114; Sec. 86-518
7115	Artist's Studios, Including Makerspaces	N	N	N	P	N	P	P	P	P	N	P	N	86-114
711510	Independent Artist, Writers, and Performers, Live Entertainment	N	N	N	N	N	C	C	C	C	N	C	N	86-114; Sec. 86-519
71311	Amusement and Theme Parks	N	N	N	N	N	N	N	N	C	N	C	C	Sec. 86-520; Sec. 86-118
71312	Amusement Arcades, Indoor	N	N	N	N	N	C	C	N	C	N	P	N	Sec. 86-130, Sec. 86-109 (c)(5); Sec. 86-118

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
7132	Gambling Industries	N	N	N	N	N	N	N	N	N	N	N	N	
7139	Other Amusement and Recreation Industries	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86-521; Sec. 86-118
713991	Billiard and Pool Halls	N	N	N	N	N	C	C	N	N	N	C	N	Sec. 86-131, 86-109 c5; Sec. 86-118
713990	Recreational Shooting Clubs	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86-636; Sec. 86-118
713990	Non-governmental Shooting Galleries and Shooting Ranges	N	N	N	N	N	N	N	N	N	N	N	N	Sec. 86-118
713990	Hookah Lounge (Smoking Bar, but not Cigar Lounge)	N	N	N	N	N	C	C	N	C	N	C	N	Sec. 18-92; Sec. 86-118
713950	Bowling Centers	N	N	N	N	N	N	N	N	N	N	P	N	Sec. 86-118
713940	Fitness and Recreational Sports Centers, Health Clubs	N	N	N	C	N	C	C	C	P	C	P	N	Sec. 86-522
71391	Golf Courses and Country Clubs	C	C	C	N	C	N	N	C	C	N	N	N	Sec. 86-190; Sec. 86-118
512131	Motion Picture Theaters (except Drive-Ins)	N	N	N	N	N	C	C	N	C	N	C	N	Sec. 86-133; Sec. 86-118
512132	Drive-In Motion Picture Theaters	N	N	N	N	N	N	N	N	C	N	C	N	Sec. 86-134; Sec. 86-118
712110	Museums	N	N	N	C	N	C	C	C	C	N	C	N	Sec. 86-191
71212	Other Historical Sites, Open to General Public	N	N	N	N	N	C	C	C	N	N	N	N	Sec. 86-113; 86-523

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
712190	Nature Parks and Other Similar Institutions	N	N	N	P	N	C	C	P	P	P	N	N	Sec. 86-136
71213	Zoos and Botanical Gardens	N	N	N	N	N	N	N	C	C	N	N	N	Sec. 86-524; Sec. 86-118
71399	Neighborhood Rec. Centers, incl. Tennis, Pools & Active Primarily Outdoor Amenities, with or w/o Food Sales (Private)	N	N	N	N	C	N	N	C	C	C	C	N	Sec. 86-192
71399	Passive Parks, Playgrounds and Other Open Space Amenities, including Squares, Greens and Pocket Parks (private)	P	P	P	P	P	P	P	P	P	P	P	P	
71399	Community Recreation Facility (non-profit) including YMCA, Senior Centers, City Recreational Centers, and similar facilities linked to religious denominations	N	N	C	N	C	C	C	C	C	C	C	C	Sec. 86-189
51219	Postproduction Services and Other Motion Picture and Video Industries	N	N	N	N	N	P	P	C	P	C	P	P	Sec. 86-137; Sec. 86-118
51224	Sound Recording Studios	N	N	N	N	N	C	C	C	C	N	P	C	Sec. 86-138
51225	Record Production and Distribution	N	N	N	N	N	C	C	C	C	N	P	N	Sec. 86-138
713990	Cigar Lounges, with or Without Alcoholic Beverage Service	N	N	N	N	N	C	C	N	C	N	C	N	Sec. 86-642; Sec. 86-118
712110	Selfie Museums	N	N	N	N	N	C	C	P	P	P	P	N	Sec. 86-662

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
	GENERAL OFFICE USES													
5412	Accounting, Tax Preparation, Bookkeeping, and Payroll Services	N	N	N	P	N	P	P	P	P	P	P	N	
5413	Architectural, Engineering, Land Planning, Drafting, Surveying, Mapping and Related Services	N	N	N	P	N	P	P	P	P	P	P	N	
54135	Building Inspection Services	N	N	N	P	N	P	P	P	P	P	P	N	
5221	Banks, Credit Unions and Savings Institutions	N	N	N	P	N	C	P	P	P	P	P	N	Sec. 86-139
5614	Business Support Services	N	N	N	N	N	P	P	P	C	P	P	N	Sec. 86-525
236	General Building Construction / Development, Office Only with no Outdoor Storage or Equipment Parking	N	N	N	N	N	C	C	P	N	N	P	P	Sec. 86-141; Sec. 86-118
236	General Building Construction / Development, with Outdoor Storage and / or Equipment Parking	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-142; Sec. 86-118
237	Heavy and Civil Engineering Construction, Office Only with no Outdoor Storage or Equipment Parking	N	N	N	N	N	C	C	C	N	N	C	P	Sec. 86-141; Sec. 86-118
237	Heavy & Civil Engineering Construct, with Outdoor Storage or Equipment Parking	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-142; Sec. 86-118

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
238	Specialty Trade Contractors, Office Only with no Outdoor Storage or Equipment Parking	N	N	N	N	N	C	C	P	N	N	P	P	Sec. 86-141; Sec. 86-118
238	Specialty Trade Contractors, with Outdoor Storage and / or Equipment Parking	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-142; Sec. 86-118
5415	Computer Systems Design and Related Services	N	N	N	P	N	P	P	P	P	P	P	N	
52229	Consumer Lending and Credit	N	N	N	N	N	P	P	P	N	N	P	N	
522298	All Other Nondepository Credit Intermediation, Including Pawn Shops	N	N	N	N	N	N	N	N	N	N	C	N	Sec. 86-109 (c)(5); Sec. 86-526; Sec. 86-118
551114	Corporate Management Offices, Office Only	N	N	N	P	N	P	P	P	P	C	P	P	Sec. 86-643
5222	Credit Card Issuing and Sales Financing	N	N	N	N	N	N	P	P	C	N	P	N	Sec. 86-526
522390	Other Activities Related to Credit Intermediation, Including Check Cashing Services	N	N	N	N	N	N	N	N	C	N	P	N	Sec. 86-109 (c)(5); Sec. 86-526; Sec. 86-118
561311	Employment Placement Agencies (Staffing)	N	N	N	N	N	C	P	P	C	N	P	N	Sec. 86-527
561330	Professional Employer Organizations (Staff Leasing Services)	N	N	N	N	N	C	P	P	C	N	P	N	Sec. 86-527

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
9211	Executive, Legislative, and Other General Government Support	N	N	N	P	N	P	P	P	C	N	N	N	Sec. 86-528
5612	Facilities Support Services	N	N	N	N	N	N	N	N	N	N	C	P	Sec. 86-529; Sec. 86-118
52232	Financial Transactions Processing, Reserve, and Clearinghouse Activities	N	N	N	N	N	N	C	P	N	N	P	N	Sec. 86-530
525	Funds, Trust, and Other Financial Vehicles	N	N	N	P	N	P	P	P	P	P	P	N	
524	Insurance Carriers and Related Activities	N	N	N	P	N	P	P	P	P	P	P	N	
5414	Interior Design, Graphic Design & Other Specialized Design Services	N	N	N	P	N	P	P	P	P	P	P	N	
9221	Justice, Public Order and Safety Activities	N	N	N	P	N	P	P	P	P	P	P	N	
621492	Kidney Dialysis Centers	N	N	N	N	N	N	C	P	C	N	C	N	Sec. 86-531; Sec. 86-118
5411	Legal Services, including Attorneys' Offices	P*	P*	P*	P	P*	P	P	P	P	P	P	P	*Home Occupation
531120	Lessors of Nonresidential Building (except Miniwarehouses), including Event Centers (Excluding funerals and wakes)	N	N	N	N	N	C	C	C	C	N	C	C	Sec. 86-532; Sec. 86-118; Moratorium
5511	Management of Companies and Enterprises	N	N	N	N	N	P	P	P	P	N	P	P	

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
5416	Management, Scientific, and Technical Consulting Services, including Executive Search and Management Consulting	N	N	N	N	N	P	P	P	P	N	P	N	
812199	Massage Therapy, State Licensed Only	N	N	N	N	N	C	C	C	P	P	P	N	Sec. 86-109 ©(5); 86- 533; Sec. 86-118
6215	Medical and Diagnostic Laboratories	N	N	N	N	N	C	C	P	P	N	P	P	Sec. 86-534
6212	Offices of Dentists	N	N	N	P	N	P	P	P	P	P	P	N	
521	Monetary Authorities-Central Bank	N	N	N	N	N	P	P	P	N	N	C	N	Sec. 86- 535
52231	Mortgage and Non-mortgage Loan Brokers	N	N	N	P	N	P	P	P	P	N	P	N	
5111	Newspaper, Periodical, Book, and Database Publishers	N	N	N	P*	N	P	P	P	P	N	P	N	*Excluding Adult Entertainme nt
511199	All Other Publishers	N	N	N	N	N	P	P	P	P	N	P	N	
5611	Office Administrative Services	N	N	N	P	N	P	P	P	P	P	P	P	
53132	Offices of Real Estate Appraisers	N	N	N	P	N	P	P	P	P	N	P	N	
53139	Other Activities Related to Real Estate	N	N	N	N	N	P	P	P	P	N	P	N	
5419	Other Professional, Scientific, and Technical Services	N	N	N	N	N	C	C	P	C	C	P	P	Sec. 86-536

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
5312	Real Estate Agents and Brokers Offices	N	N	N	P	N	P	P	P	P	P	P	N	
5311	Real Estate Leasing Company	N	N	N	N	N	P	P	P	P	P	P	N	
53131	Real Estate Property Managers	N	N	N	N	N	P	P	P	P	P	P	N	
54171	Research and Development in the Physical, Engin., and Life Sciences	N	N	N	N	N	C	C	P	C	N	C	C	Sec. 86- 537
54172	Research and Develop- ment in the Social Sci- ences and Humanities	N	N	N	N	N	C	C	P	C	N	C	C	Sec. 86- 537
5417	Scientific Research and Development Services	N	N	N	N	N	C	C	P	C	N	C	C	Sec. 86- 537
523	Securities, Commodity Contract, and Other Fi- nancial Investments and Related Activities	N	N	N	N	N	P	P	P	C	N	P	N	Sec. 86- 538
5112	Software Publishers	N	N	N	P	N	P	P	P	P	N	P	N	
561320	Temporary Help Services, Manual Labor Pools	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86-143, Sec. 86-109 (c)(5); Sec. 86-118
54194	Veterinary Services, in- cluding Animal Hospitals, No Outdoor Runs or Cages	N	N	N	N	N	N	N	C	N	N	C	C	Sec. 86- 144; Sec. 86-118
541940	Veterinary Services, including Animal Hospitals, With Outdoor Runs or Cages	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86- 539; Sec. 86-118

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
6213	Offices of Other Health Practitioners	N	N	N	N	N	P	P	P	P	P	P	N	
621111	Offices of Physicians, Except Mental Health Specialists	N	N	N	P	N	P	P	P	P	P	P	N	
621112	Office of Mental Health Specialists	N	N	N	N	N	P	P	P	C	C	P	N	Sec. 86-540
	COMMERCIAL / RETAIL USES													
561990	Business Incubator, hosting administrative office suites	N	N	N	C	N	P	P	P	P	C	P	C	Sec. 86-651
5418	Advertising, Public Relations, and Related Services (Indoor Only)	N	N	N	P	N	P	P	P	P	N	P	N	
54185	Outdoor Advertising, Large-scale, including Billboard Displays	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86-541; Sec. 86-118
811198	All Other Automotive Repair and Maintenance	N	N	N	N	N	N	N	N	N	N	C	P	Sec. 86-118; Sec. 86-652; Moratorium
812990	All Other Personal Services, including tattoo parlors	N	N	N	N	N	C	C	C	C	C	C	N	Sec. 86-145, Sec. 86-109 (c)(5); Sec. 86-118
721199	All Other Travel Accommodation, including Short Term Rentals (Air BnBs)	C	C	N	N	N	C	C	C	C	C	N	N	Chapter 18; Sec. 86-542; Sec. 86-118
721211	RV Parks and Campgrounds	N	N	N	N	N	N	N	N	N	N	N	N	
811412	Appliance Repair and Maintenance	N	N	N	N	N	N	N	N	N	N	C	P	Sec. 86-118; Sec. 86-653

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
561613	Armored Car Services	N	N	N	N	N	N	N	N	N	N	P	P	Sec. 86-118
811121	Automotive Body, Paint, Interior, and Maintenance	N	N	N	N	N	N	N	N	N	N	C	P	Sec. 86-118; Sec. 86-652; Moratorium
811112	Automotive Exhaust Sys- tem Repair	N	N	N	N	N	N	N	N	N	N	C	P	Sec. 86-118; Sec. 86-652; Moratorium
811191	Automotive Oil Change and Lubrication Shops	N	N	N	N	N	N	N	N	N	N	C	P	Sec. 86- 118; Sec. 86-663
811111	Automotive Repair, Gen- eral, including engine re- pair and replacement	N	N	N	N	N	N	N	N	N	N	C	P	Sec. 86-118; Sec. 86-652; Moratorium
811113	Automotive Transmission Repair	N	N	N	N	N	N	N	N	N	N	C	P	Sec. 86-118; Sec. 86-652; Moratorium
812111	Barber Shops	N	N	N	N	N	N	N	P	P	P	P	N	
812112	Beauty Salons, Including Hair, Makeup, Lashes and Brows, but not Day Spa, Med Spa, or Massage Therapy	N	N	N	N	N	N	N	P	P	P	P	N	
721191	Bed-and-Breakfast Inns	N	N	N	N	C	C	C	C	C	C	N	N	Sec. 86- 543; Sec. 86-118
6114	Business Schools and Computer and Management Training	N	N	N	N	N	N	C	C	C	N	C	N	Sec. 86-196
56143	Business Service Centers, including Copy Shops and Mail Centers	N	N	N	P	N	P	P	P	P	C	P	N	Sec. 86-544

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
561439	Other Business Service Centers, Including Internet Cafe	N	N	N	P	N	P	P	P	P	C	P	N	Sec. 86-544
811192	Car Washes	N	N	N	N	N	N	N	N	C	N	C	C	Sec. 86-545 Sec. 86- 118;
81222	Cemeteries	C	C	C	N	C	N	N	C	N	C	C	N	Sec. 86- 146; Sec. 86-118
812220	Crematories, within Funeral Homes or Stand Alone	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86-146; Sec. 86-546; Sec. 86-118
81231	Coin-Operated Laundries and Drycleaners, drop-off	N	N	N	N	N	N	N	N	N	C	P	C	Sec. 86- 547; Sec. 86-118
56144	Collection Agencies	N	N	N	N	N	P	P	P	N	N	P	N	
8113	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance; No Outdoor Storage	N	N	N	N	N	N	N	N	N	N	C	P	Sec. 86- 118; Sec. 86-654
5324	Small Machinery and Equipment Rental and Leasing	N	N	N	N	N	N	N	N	N	N	P	P	Sec. 86-118; Moratorium
53241	Heavy Machinery and Equipment Rental and Leasing	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86-548; Sec. 86-118; Moratorium
53221	Consumer Electronics and Appliances Rental, no outdoor storage	N	N	N	N	N	N	N	N	N	N	P	N	Sec. 86-118
532283	Home Health Equipment Rental	N	N	N	N	N	N	N	C	N	C	P	N	Sec. 86- 549; Sec. 86-118

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
532284	Recreational Goods Rental, including golf cart rentals	N	N	N	N	N	N	N	N	N	N	C	P	Sec. 86-550; Sec. 86-118; Moratorium
532289	All Other Consumer Goods Rental	N	N	N	N	N	N	N	N	N	C	P	N	Sec. 86-147; Sec. 86-118
532284	Consumer Goods Rental, including furniture rental, party supply rentals	N	N	N	N	N	N	N	C	N	C	P	N	Sec. 86-147; Sec. 86-118
561591	Convention Centers, Convention and Visitors Bureaus	N	N	N	C	N	P	P	P	P	N	P	N	Sec. 86-644
492	Couriers and Messenger Services	N	N	N	N	N	P	P	P	N	N	P	N	
561492	Court Reporting and Stenotype Services	N	N	N	N	N	P	P	P	N	N	P	N	
56145	Credit Bureaus	N	N	N	P	N	P	P	P	P	P	P	N	
518	Data Processing Services	N	N	N	N	N	P	P	P	N	N	P	N	
6244	Day Care Center and Group Day Care Home, Child	N	N	N	N	N	N	N	C	C	C	C	N	Sec. 86-122
6244	Family Day Care Home, Child (6 or fewer children in care)	C	C	C	N	C	C	C	N	N	N	N	N	Sec. 86-123
812191	Diet and Weight Reducing Centers	N	N	N	N	N	C	C	P	N	N	P	N	Sec. 86-551
4543	Direct Selling Establishments, including Fuel Dealers	N	N	N	N	N	N	N	N	N	N	C	P	Sec. 86-149; Sec. 86-118

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
812320	Dry-cleaning and Laundry Services (except Coin-Operated)	N	N	N	C	N	C	C	C	P	C	P	P	Sec. 86-148
8112	Electronic and Precision Equipment Repair and Maintenance, no outdoor storage	N	N	N	N	N	N	N	N	N	N	P	P	Sec. 86-118
454110	Electronic Shopping and Mail-Order Houses	N	N	N	N	N	C	C	P	N	N	P	N	Sec. 86-552; Sec. 86-118
532281	Formal Wear & Costume Rental	N	N	N	P	N	P	P	N	P	C	P	N	Sec. 86-553
81221	Funeral Homes and Funeral Services	N	N	N	N	N	N	N	C	N	N	C	N	Sec. 86-203; Sec. 86-118
5323	General Rental Centers	N	N	N	N	N	N	N	C	C	N	P	P	Sec. 86-150; Sec. 86-118
811411	Home and Garden Equipment Repair and Maintenance	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86-151; Sec. 86-118
6216	Home Health Care Services	N	N	N	N	N	P	P	P	P	N	P	N	
72111	Hotels (except Casino Hotels) and Motels, including Extended Stay Facilities	N	N	N	C	N	C	C	C	C	N	C	N	Sec. 86-554; Sec. 86-118
56161	Investigation and Security Services	N	N	N	N	N	P	P	P	P	N	P	N	

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
533	Lessors of Non-financial Intangible Assets (not copy-righted works)	N	N	N	N	N	P	P	P	P	N	P	N	
81233	Linen and Uniform Supply	N	N	N	N	N	N	N	N	N	N	P	P	Sec. 86-118
561622	Locksmiths	N	N	N	N	N	P	P	N	P	P	P	P	
54191	Marketing Research and Public Opinion Polling	N	N	N	N	N	P	P	P	P	N	P	N	
81299	Miscellaneous Personal Services, including bail bonding, dating services, shoe-shine services, wedding planning, fortunetelling and similar uses	N	N	N	N	N	N	N	C	N	N	C	N	Sec. 86-145, Sec. 86-109 (c)(5); Sec. 86-118
48841	Motor Vehicle Towing and Storage	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86-152, Sec. 86-109 (c)(5); Sec. 86-118
812113	Nail Salons	N	N	N	N	N	P	P	P	P	P	P	N	
53242	Office Machinery and Equipment Rental and Leasing	N	N	N	N	N	N	N	P	N	N	P	P	Sec. 86-118
812922	One-Hour Photo-finishing	N	N	N	N	N	P	P	P	N	P	P	N	
811118	Other Automotive Mechanical and Electrical Repair and Maintenance	N	N	N	N	N	N	N	N	N	N	C	P	Sec. 86-118; Sec. 86-652; Moratorium
81112	Automotive Body, Interior, and Glass Repair / Replacement	N	N	N	N	N	N	N	N	N	N	C	P	Sec. 86-118; Sec. 86-652; Moratorium
5191	Other Information Services	N	N	N	N	N	P	P	P	P	N	P	N	

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
81219	Other Personal Care Services, including day spa, med spa, but not tattoo parlor or massage therapy	N	N	N	N	N	C	C	N	C	N	P	N	Sec. 86-109 (c)(5); Sec. 86-118; Sec. 86-659
81293	Parking Lots and Garages, Commercial	N	N	N	C	N	C	C	C	C	C	C	C	Article XIII; Sec. 86-555; Sec. 86-118
92215	Parole Offices and Probation Offices	N	N	N	N	N	N	N	P	N	N	P	N	
92219	Other Justice and Safety Activities	N	N	N	N	N	P	P	P	P	P	P	P	
53211	Passenger Car Rental and Leasing	N	N	N	N	N	N	N	N	N	N	P	P	Sec. 86-109 ©(5); Sec. 86-118
8114	Personal & Household Goods Repair & Maintenance, including jewelry, garments, watches, musical instruments and bicycles; No Outdoor Storage	N	N	N	P	N	P	P	P	P	P	P	P	Sec. 86-118
81291	Pet Care, Grooming, Training, Pet Sitting (except Veterinary Services)	N	N	N	N	N	C	C	C	N	C	P	P	Sec. 86-174; Sec. 86-118
812910	Animal Kennels / Boarding	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-556; Sec. 86-118
812910	Animal Rescue Shelter, Public or Private	N	N	N	N	N	N	N	C	N	N	N	C	Sec. 86-557; Sec. 86-118
812921	Photo-finishing Laboratories (except One-Hour)	N	N	N	N	N	P	P	P	N	C	P	P	Sec. 86-558

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
54192	Photographic Services and Studios, Including Framing Shops	N	N	N	P	N	P	P	P	N	C	P	P	Sec. 86-559
6115	Technical and Trade Schools	N	N	N	N	N	C	C	C	C	N	C	C	Sec. 86-197; Sec. 86-118
611513	Apprenticeship Training	N	N	N	N	N	C	C	C	C	N	C	C	Sec. 86-560; Sec. 86-118
561491	Repossession Services	N	N	N	N	N	N	N	C	N	N	C	C	Sec. 86-153, Sec. 86-109 (c)(5); Sec. 86-118
81142	Re-upholstery and Furniture Repair, no outdoor storage	N	N	N	N	N	C	C	N	N	C	P	P	Sec. 86-154; Sec. 86-118
811420	Antique Furniture Repair and Restoration Shop	N	N	N	N	N	C	C	N	N	C	P	P	Sec. 86-561
721310	Rooming and Boarding Houses	N	N	N	N	C	N	N	N	N	N	N	N	Sec. 86-562; Sec. 86-118
561612	Security Guards and Patrol Services	N	N	N	N	N	N	N	P	N	N	P	P	
561621	Security Systems Services (except Locksmiths)	N	N	N	N	N	C	C	P	C	N	P	P	Sec. 86-563
5617	Services to Buildings and Dwellings, (including pest control, janitorial services, landscape services, carpet and upholstery cleaning, pool maintenance, drain or gutter cleaning)	N	N	N	N	N	N	N	C	N	C	P	P	Sec. 86-155; Sec. 86-118

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
81143	Shoe Repair	N	N	N	P	N	P	P	N	P	P	P	P	
81149	Other Household Goods Repair and Maintenance	N	N	N	N	N	P	P	N	P	P	P	P	Sec. 86-118
5619	Other Support Services, including packaging and labeling, convention and trade show organizers, inventory, traffic control, water conditioning, lumber grading and related services	N	N	N	N	N	N	N	P	N	N	C	P	Sec. 86-564; Sec. 86-118
561422	Telemarketing Bureaus	N	N	N	N	N	C	C	P	N	N	P	N	Sec. 86-565; Sec. 86-118
561421	Telephone Answering Services	N	N	N	N	N	C	C	P	N	N	P	N	Sec. 86-565
541380	Testing Laboratories	N	N	N	N	N	N	N	C	N	N	C	C	Sec. 86-156
54193	Translation and Interpretation Services	N	N	N	N	N	P	P	P	N	N	P	N	
5615	Travel Agencies and Reservation Services	N	N	N	P	N	P	P	P	P	N	P	N	
56152	Tour Operators with Tour Vehicles	N	N	N	N	N	C	C	N	N	N	C	N	Sec. 86-566; Sec. 86-118
53212	Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing, including Moving Truck Rental	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86-109 ©(5); Sec. 86-567; Sec. 86-118; Moratorium
4542	Vending Machine Operators	N	N	N	N	N	N	C	C	N	N	P	N	Sec. 86-157; Sec. 86-118

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
532282	Video Tape and Disc Rental	N	N	N	N	N	P	P	N	P	C	P	N	Sec. 86-177; Sec. 86-118
6116	Other Schools and Instruction, but not small-scale tutoring (10 students or less)	N	N	N	N	N	C	C	C	N	N	C	N	Sec. 86-198; Sec. 86-118
61161	Fine Arts Schools	N	N	N	P	N	P	P	C	C	N	P	N	Sec. 86-568
611610	Small-scale Pottery and Ceramics Shop	N	N	N	P	N	P	P	C	C	P	P	N	Sec. 86-569
61162	Sports and Recreation Instruction, including Exercise and Yoga	N	N	N	P	N	P	P	C	C	P	P	N	Sec. 86-570
611620	Sports and Recreation Instruction, including Gymnastics and Martial Arts	N	N	N	P	N	P	P	C	C	P	P	N	Sec. 86-571
6117	Educational Support Services (non-instructional)	N	N	N	N	N	C	C	P	C	N	C	N	Sec. 86-572
611691	Small-scale Tutoring and Exam Preparation, 10 students or less	N	N	N	N	N	P	P	P	P	C	P	N	Sec. 86-655
6243	Vocational Rehabilitation Services	N	N	N	N	N	C	C	N	N	N	C	N	Sec. 86-158; Sec. 86-118
5621	Waste Collection	N	N	N	N	N	N	N	C	N	N	N	C	Sec. 86-573; Sec. 86-118
562119	Other Waste Collection, Except Hazardous Waste	N	N	N	N	N	N	N	C	N	N	N	C	Sec. 86-573; Sec. 86-118
5622	Waste Treatment and Disposal	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-574; Sec. 86-118

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
5629	Remediation and Other Waste Services	N	N	N	N	N	N	N	C	N	N	N	C	Sec. 86-575; Sec. 86-118
562920	Materials Recovery Facilities, Including Collection Bins for Recyclable Materials	N	N	N	N	N	N	N	C	N	N	C	P	Sec. 86-640; Sec. 86-118
562991	Septic Tank and Related Services	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-576; Sec. 86-118
4431	Electronics and Appliance Stores, Including Computers and Cameras	N	N	N	P	N	P	P	N	P	N	P	N	
45392	Art Dealers	N	N	N	P	N	P	P	P	C	C	P	N	Sec. 86-577
453920	Art Gallery	N	N	N	P	N	P	P	C	C	C	P	N	Sec. 86-578
453920	Temporary, Outdoor Arts Market	N	N	N	N	N	C	C	C	N	N	N	N	Sec. 86-579
44131	Automotive Parts and Accessories Stores, With No Outdoor Storage, Excluding Tires	N	N	N	N	N	N	N	N	N	N	P	P	Sec. 86-118
44131	Automotive Parts and Accessories Stores, With Outdoor Storage, Excluding Tires	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86-580; Sec. 86-118
7224	Bars, Taverns and Other Drinking Places (Alcoholic Beverages)	N	N	N	N	N	C	C	N	P	C	P	N	Sec. 86-159
4453	Beer, Wine and Liquor Stores	N	N	N	N	N	N	N	N	N	N	C	N	Sec. 86-637; 6-44

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
45121	Book Stores and News Dealers	N	N	N	P*	N	P	P	P	P	P	P	N	*Excluding Adult Entertainmt
4441	Building Material and Supplies Dealers	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86- 161; Sec. 86-118
44419	Other Building Material Dealers, Lumber Yards	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86-162
722514	Cafeterias, Grill Buffets, and Buffets	N	N	N	N	N	C	C	C	P	C	P	N	Sec. 86-581
44111	Car Dealers, New Vehicles Only	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86- 163; Sec. 86-118
441110	Car Dealers, New or Used Vehicles	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86-163, Sec. 86-109 (c)(5); Sec. 86-118
44112	Car Dealers, Used Vehicles Only	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86- 163, Sec. 86-109 (c)(5); Sec. 86-118
4251	Electronic Markets and Agents and Brokers	N	N	N	N	N	N	N	P	N	N	P	N	
425120	Wholesale Trade Agents and Brokers, Incl. Automobile Brokers (Office Only)	N	N	N	N	N	N	N	N	N	N	P	N	Sec. 86- 163.1; Sec. 86-118
72232	Caterers	N	N	N	N	N	P	P	N	P	N	P	N	
4481	Clothing Stores	N	N	N	P	N	P	P	N	C	P	P	N	Sec. 86-164

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
44815	Clothing Accessories Stores	N	N	N	P	N	P	P	N	C	P	P	N	Sec. 86-164
44512	Convenience Food Stores with fuel pumps	N	N	N	N	N	N	N	N	C	N	C	C	Sec. 86-582; Sec. 86-118
445120	Convenience Food Stores without fuel pumps	N	N	N	N	N	N	N	N	C	C	C	C	Sec. 86-165; Sec. 86-118
44612	Cosmetics, Beauty Supplies, and Perfume Stores, with no care services	N	N	N	P	N	C	C	N	P	P	P	N	Sec. 86-638
452210	Department Stores	N	N	N	N	N	C	C	N	P	N	P	N	Sec. 86-583
453998	Store Retailers not Specified Elsewhere, Incl. Fireworks Shops but not Tobacco Stores	N	N	N	N	N	N	N	N	C	P	P	P	Sec. 86-584; Sec. 86-118
4531	Florists	N	N	N	P	N	P	P	N	P	P	P	N	
72231	Food Service Contractors	N	N	N	N	N	P	P	C	P	N	P	P	Sec. 86-585; Sec. 86-118
4421	Furniture Stores	N	N	N	N	N	C	C	N	P	P	P	N	Sec. 86-166
4422	Furnishings Stores (Minor Interior Décor Only)	N	N	N	P	N	P	P	N	P	P	P	N	
44221	Floor Covering Stores	N	N	N	N	N	N	N	N	N	N	P	P	Sec. 86-118
442291	Window Treatment Stores	N	N	N	N	N	C	C	N	N	P	P	N	Sec. 86-586

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
4471	Gasoline Stations, Full Service	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86-118; Sec. 86-582
44711	Gasoline Stations with Convenience Stores	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86-118; Sec. 86-582
452319	All Other General Merchandise Stores	N	N	N	N	N	P	P	N	P	C	P	N	Sec. 86-167
44511	Grocery Stores and Supermarkets (except Specialty Food Stores and Convenience Food Stores)	N	N	N	N	N	C	C	N	P	C	P	N	Sec. 86-169
44413	Hardware Stores	N	N	N	N	N	C	C	N	P	P	P	P	Sec. 86-587; Sec. 86-118
45112	Hobby, Toy and Game Stores	N	N	N	P	N	P	P	N	P	P	P	N	
451120	Arts & Crafts Retail Sales, Supply Stores	N	N	N	P	N	P	P	C	C	C	P	N	Sec. 86-588
44411	Home Centers (Building Materials and Supplies)	N	N	N	N	N	N	N	N	P	N	C	P	Sec. 86-589; Sec. 86-118
4483	Jewelry, Luggage, and Leather Goods Stores	N	N	N	P	N	P	P	N	P	N	P	N	
4442	Lawn and Garden Equipment and Supplies Stores	N	N	N	N	N	N	C	N	N	C	P	P	Sec. 86-170; Sec. 86-118
44422	Nursery, Garden, and Farm Supply Stores	N	N	N	N	N	N	C	N	N	C	P	P	Sec. 86-170; Sec. 86-118
444220	Mulch and Gravel Sales, Outdoor Yards	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86-656

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
44619	Miscellaneous Health and Personal Care Stores, including Health Foods and Specialty Health Products, but not CBD stores	N	N	N	P	N	P	P	N	P	P	P	N	
72233	Mobile Food Services, Including Carts and Individual Food Trucks	N	N	N	P	N	C	C	C	N	N	C	N	86-114; 86-590; Sec. 86-118
722330	Food Truck Courts and Parks	N	N	N	P	N	C	C	C	C	C	C	N	86-114; 86-591
44122	Motorcycle, Boat, and Other Vehicle Dealers	N	N	N	N	N	N	N	N	N	N	C	P	Sec. 86-160; Sec. 86-118
441228	Motorcycle, ATV, and Other Vehicle Dealers	N	N	N	N	N	N	N	N	N	N	C	P	Sec. 86-592; Sec. 86-118
45114	Musical Instrument and Supplies Stores	N	N	N	P	N	P	P	N	P	N	P	N	
45439	Other Direct Selling Establishments	N	N	N	N	N	N	N	C	N	N	C	C	Sec. 86-593
4532	Office Supplies, Stationery, and Gift Stores	N	N	N	P	N	P	P	C	P	C	P	N	Sec. 86-171; Sec. 86-168
44613	Optical Goods Stores	N	N	N	P	N	P	P	N	P	C	P	N	Sec. 86-172
447190	Other Gasoline Stations (includes Truck stop)	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-594; Sec. 86-118
4412	Other Motor Vehicle Dealers	N	N	N	N	N	N	N	N	N	N	C	P	Sec. 86-595

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
44412	Paint and Wallpaper Stores	N	N	N	N	N	C	C	N	P	N	P	N	Sec. 86-639
45391	Pet and Pet Supplies Stores, no Outdoor Storage or Displays	N	N	N	N	N	C	C	N	C	N	P	N	Sec. 86-173; Sec. 86-118
44611	Pharmacies and Drug Stores	N	N	N	C	N	C	C	N	P	P	P	N	Sec. 86-175
443142	Music Stores (Prerecorded Tape, Compact Disc, and Records)	N	N	N	P	N	C	C	N	P	N	P	N	Sec. 86-176
44121	Recreational Vehicle Dealers	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86-596
722511	Restaurants, Full-Service, Family Restaurants	N	N	N	P	N	P	P	C	P	P	P	N	Sec. 86-597
722511	Restaurants, Full-Service, Quality Restaurants	N	N	N	P	N	P	P	C	P	P	P	N	Sec. 86-597
722513	Restaurants, Limited-Service, including Fast Food and Take-Out, with drive-through windows.	N	N	N	N	N	C	C	N	N	C	P	P	Sec. 86-598; Sec. 86-118
722513	Restaurants, Limited-Service, including Fast Food and Take-Out, without drive-through windows.	N	N	N	P	N	P	P	C	P	P	P	P	Sec. 86-598
45113	Sewing, Needlework, and Piece Goods Stores	N	N	N	P	N	P	P	N	P	N	P	N	
4482	Shoe Stores	N	N	N	P	N	P	P	N	P	P	P	N	

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
722515	Snack and Nonalcoholic Beverage Bars, including cafes and coffee shops	N	N	N	P	N	P	P	C	P	P	P	P	Sec. 86-599
4452	Specialty Food Stores, including Meat, Fish, Fruit and Vegetable Markets, Baked Goods, Candy and Nut Stores	N	N	N	P	N	P	P	N	P	P	P	N	
445230	Outdoor Farmers Market	N	N	N	P	N	P	P	N	P	N	C	N	86-114; Sec. 86-600; Sec. 86-118
45111	Sporting Goods Stores, but not Firearms Dealers	N	N	N	N	N	P	P	N	P	C	P	N	Sec. 86-660
451110	Firearms Dealers, Online sales only	N	N	N	N	N	C	P	P	N	N	P	N	Sec. 86-661
451110	Firearms Dealers, physical store	N	N	N	N	N	N	N	C	N	N	C	N	Sec. 86-657
44132	Tire Dealers	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86-601; Sec. 86-118; Moratorium
484	Truck Transportation (Freight) Logistics	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-179; Sec. 86-118
4533	Used Merchandise Stores, including Thrift Stores but not Consignment Stores or Antique Shops	N	N	N	N	N	N	N	N	N	C	C	C	Sec. 86-178; Sec. 86-118
45331	Consignment Stores	N	N	N	N	N	C	C	N	C	C	P	N	Sec. 86-602
453310	Antique Shops, but not Flea Markets	N	N	N	P	N	P	P	N	P	N	P	N	
452311	Warehouse Clubs and Supercenters	N	N	N	N	N	N	N	N	C	N	P	N	Sec. 86-603; Sec. 86-118

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
45393	Manufactured, Mobile, Home Dealers	N	N	N	N	N	N	N	N	N	N	N	N	
45399	All Other Miscellaneous Store Retailers, including Flea Markets	N	N	N	N	N	C	C	N	C	C	C	N	Sec. 86-604; Sec. 86-118
453991	Tobacco Stores, Cigar Shops, and Vape Shops CBD Stores, but not Cigar Lounge	N	N	N	N	N	N	N	N	C	P	P	N	Sec. 86-605; Sec. 86-118
	MANUFACTURING, WHOLESALING, AND WAREHOUSING													
337	Furniture and Related Product Manufacturing, With No Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	P	Sec. 86-118
337	Furniture and Related Product Manufacturing, With Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-606; Sec. 86-118
3121	Beverage Manufacturing, Non-alcoholic, with No Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	P	
3121	Beverage Manufacturing, Non-alcoholic, with Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-606
812332	Industrial Launderers	N	N	N	N	N	N	N	N	N	N	N	P	
53113	Mini-warehouses and Self-Storage Units (Indoor and Outdoor)	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86-607; Sec. 86-118; Moratorium

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
339	Miscellaneous Manufacturing (including toys, jewelry, silverware, medical / dental equipment and supplies, sporting goods, office supplies, signs, caskets, gaskets, home accessories, etc. and similar processing/assembly of products), With No Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	P	Sec. 86-118
339	Miscellaneous Manufacturing (including toys, jewelry, silverware, medical / dental equipment and supplies, sporting goods, office supplies, signs, caskets, gaskets, home accessories, etc. and similar processing/assembly of products), With Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86- 606; Sec. 86-118
51212	Motion Picture and Video Distribution	N	N	N	N	N	N	N	N	N	N	C	P	Sec. 86- 608
51211	Motion Picture and Video Production	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86-609
322	Paper Manufacturing	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86- 610; Sec. 86-118
512191	Preproduction and Other Related Industries	N	N	N	N	N	P	P	C	P	C	P	P	Sec. 86- 137
323	Printing and Related Support Activities	N	N	N	N	N	C	C	N	N	C	P	P	Sec. 86- 611

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
31211	Soft Drink and Ice Manufacturing, With no Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	P	Sec. 86-118
31211	Soft Drink and Ice Manufacturing, With Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86- 606; Sec. 86-118
31212	Breweries, Large-Scale	N	N	N	N	N	C	C	N	N	N	N	C	Sec. 86- 612; Sec. 86-118
312120	Micro-breweries	N	N	N	P	N	C	C	N	N	N	C	C	86-114; Sec. 86- 613
312120	Brew Pubs and Growler Shops	N	N	N	P	N	C	C	N	N	N	C	N	86-114; Sec. 86- 614
31214	Distilleries, Large-Scale	N	N	N	N	N	C	C	N	N	N	N	C	Sec. 86- 615; Sec. 86-118
312140	Micro-distilleries	N	N	N	P	N	C	C	N	N	N	N	C	86-114; Sec. 86- 616
3122	Tobacco Manufacturing	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86- 606; Sec. 86-118
493	Warehousing and Storage	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-617; Sec. 86-118

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
423	Merchant Wholesalers, Durable Goods, With No Customer Showrooms and /or Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	P	
423	Merchant Wholesalers, Durable Goods, With Customer Showrooms and /or Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-618
423930	Recyclable Material Merchant Wholesalers With No Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	P	
423930	Recyclable Material Merchant Wholesalers With Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-618
424	Merchant Wholesalers, Non-Durable Goods (including piece goods), With No Customer Showrooms and /or Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	P	
424	Merchant Wholesalers, Non-Durable Goods (including piece goods), With Customer Showrooms and /or Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-618
311	Food Manufacturing, with no Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	P	Sec. 86-118
311	Food Manufacturing, with Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-606; Sec. 86-118
313	Textile Mills, with no Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	P	Sec. 86-118
313	Textile Mills, with Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-606; Sec. 86-118

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
314	Textile Product Mills, with no Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	P	Sec. 86-118
314	Textile Product Mills, with Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-606; Sec. 86-118
315	Apparel and Apparel Accessories Manufacturing, with no Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	P	Sec. 86-118
315	Apparel and Apparel Accessories Manufacturing, with Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-606; Sec. 86-118
316	Leather and Allied Product Manufacturing, Including footwear, With No Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	P	Sec. 86-118
316	Leather and Allied Product Manufacturing, Including footwear, With Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-606; Sec. 86-118
321	Wood Product Manufacturing, Including Millwork, With No Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	P	Sec. 86-118
321	Wood Product Manufacturing, Including Millwork, With Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-606; Sec. 86-118
324	Petroleum & Coal Products Manufact.	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-606; Sec. 86-118
325	Chemical Manufacturing, Including Pharmaceutical and Medicine Manufacturing	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-619; Sec. 86-118

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
326	Plastics and Rubber Products Manufacturing	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-620; Sec. 86-118
327	Non-metallic Mineral Product Manufact.	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-606; Sec. 86-118
331	Primary Metal Manufacturing	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-606; Sec. 86-118
332	Fabricated Metal Product Manufact. With No Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	P	Sec. 86-118
332	Fabricated Metal Product Manufacturing, With Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-606; Sec. 86-118
333	Machinery Manufacturing, With No Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	P	Sec. 86-118
333	Machinery Manufacturing, With Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-606; Sec. 86-118
334	Computer and Electronic Product Manufactur., With No Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	P	Sec. 86-118
334	Computer and Electronic Product Manufacturing, With Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-606; Sec. 86-118
335	Electrical Equipment and Appliance Manufacturing With No Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	P	Sec. 86-118
335	Electrical Equipment and Appliance Manufacturing With Outdoor Storage	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-606; Sec. 86-118

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
336	Transportation Equipment Manufacturing	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-606; Sec. 86-118
	TRANSPORTATION, COMMUNICATION, AND UTILITIES													
4855	Charter Bus Industry	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86-621; Sec. 86-118
4885	Freight Transportation Arrangement (Logistics)	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86-622; Sec. 86-118
488991	Packing and Crating	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-180; Sec. 86-118
517312	Wireless Telecommunications Carriers (New Cell Towers)	N	N	N	N	N	C	C	C	N	C	C	C	Sec. 86-201; Chapter 70
517312	Wireless Telecommunications Carriers (Co-Locations)	N	N	N	P	N	P	P	P	P	P	P	P	Sec. 86-201; Chapter 70
517312	Wireless Telecommunications Carriers (Small Cell Permitting on New Poles in Right-of-Way)	P @	P @	P @	P @	P @	P #	P #	P	P @	P	P	P	#=Sec. 70-71(a)(10), @=Sec. 70-103
517312	Wireless Telecommunications Carriers (Small Cell Permitting on Existing Poles in Right-of-Way)	P	P	P	P	P	P #	P #	P	P	P	P	P	#=Sec. 70-71(a)(10)
4821	Rail Transportation Co. (Office Only)	N	N	N	N	N	C	C	P	N	N	C	P	Sec. 86-623; Sec. 86-118

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
487	Scenic and Sightseeing Transportation	N	N	N	N	N	C	C	N	N	N	N	P	Sec. 86-624; Sec. 86-118
485991	Special Needs Transportation	N	N	N	N	N	N	N	N	N	N	P	P	Sec. 86-118
4852	Interurban and Rural Bus Transportation	N	N	N	N	N	N	N	C	N	N	N	C	Sec. 86-625; Sec. 86-118
4853	Taxi and Limousine Service	N	N	N	N	N	N	N	N	N	N	C	C	Sec. 86-181; Sec. 86-118
4851	Urban Transit Systems, except Taxi and Limousine Service	N	N	N	N	N	N	N	N	N	N	P	P	
4854	School & Employee Bus Transportation	N	N	N	N	N	N	N	C	N	N	N	C	Sec. 86-626; Sec. 86-118
4882	Support Activities for Rail Transportation	N	N	N	N	N	C	C	C	N	N	N	C	Sec. 86-627; Sec. 86-118
4884	Support Activities for Road Transportation	N	N	N	N	N	N	N	C	N	N	N	C	Sec. 86-628; Sec. 86-118
4889	Other Support Activities for Transportation	N	N	N	N	N	N	N	C	N	N	N	C	Sec. 86-629; Sec. 86-118
491	Postal Service	N	N	N	N	N	C	C	P	N	C	P	P	Sec. 86-113; 86-630
	AGRICULTURAL USES													
	Private, Non-commercial Garden	P	P	P	N	N	P	P	N	P	N	N	N	

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
11142	Nursery and Floriculture Production	N	N	N	N	N	N	N	N	N	N	C	P	Sec. 86-631; Sec. 86-118
111421	Nursery and Tree Production	N	N	N	N	N	N	N	N	N	N	C	P	Sec. 86-631; Sec. 86-118
112	Animal Production, including all types of Livestock Farming	N	N	N	N	N	N	N	N	N	N	N	N	Sec. 14-9 (f); Sec. 86-118
1123	Poultry and Egg Production, Commercial	N	N	N	N	N	N	N	N	N	N	N	N	Sec. 86-118
	Other Poultry Production, Personal Use, Non-Commercial	P	P	N	N	N	P	P	N	N	N	N	N	Sec. 14-51; Sec. 86-118
1125	Aquaculture	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-646
11291	Apiculture (Beekeeping)	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-647
1152	Support Activities for Animal Production	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-648
	UTILITIES													
2211	Power Generation and Supply	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-632
2212	Natural Gas Distribution	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-633
2213	Water, Sewage, and Other Systems	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-634; Sec. 86-118
22132	Sewage Treatment Facilities	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-635; Sec. 86-118

2017 NAICS Code	USES	R- 2	R- 4	R- C	C C M	RM	H- 1	H- 2	O&I	MX	C- 1	C- 2	M- 1	Code Section
221118	Electronic Vehicle Charging Stations	N	N	N	C	C	C	C	C	C	C	C	C	Sec. 86-658
	ADULT ENTERTAINMENT													
713990	Adult Entertainment Facilities	N	N	N	N	N	N	N	N	N	N	N	C	Sec. 86-641; Sec. 86-118

(Ord. No. 05-08, 8-15-05; Ord. No. 2006-05, § 1, 9-19-2006; Ord. No. 2015-10, § 3, 8-10-2015; Ord. No. [2016-03, § 2, 2-8-2016](#); Ord. No. [2017-03](#), § 1, 2-13-2017) (Ord. No. 2019-05, 2-11-19, 2-10-20) (8-10-20) (6-14-21) (3-14-22) (7-11-22) **(2-13-23)**



CITY OF JONESBORO, GEORGIA COUNCIL

Agenda Item Summary

Agenda Item #

5.11

- 10

COUNCIL MEETING DATE

February 6, 2023

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

Community Development Director Allen

Requested Action (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)

Discussion regarding acceptance of Jonesboro City Center Final Plat, 23-SUB-001.

Requirement for Board Action (Cite specific Council policy, statute or code requirement)

Article IV Subdivisions and Land Development

Is this Item Goal Related? (If yes, describe how this action meets the specific Board Focus Area or Goal)

Yes

Community Planning, Neighborhood and Business Revitalization

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Agency recommendation – **Approval**; As everyone knows, the Jonesboro City Center off of Smith Street was recently completed. This process also involved the realignment and extension of Burnett Street, as well as its renaming to City Center Way. Several City owned properties were combined to make the new tracts on the final plat.

Per the final plat, there are now three parcels (including right-of-way):

1. Tract 1 is the parcel where the new City Center building and parking is located and comprises 3.216 acres.
2. Tract 2 is the parcel west of City Center Way and east of Fayetteville Road and comprises 1.503 acres. This parcel is slated for future, City-coordinated development.
3. The area between Tract 1 and Tract 2 is the new right-of-way parcel (City Center Way), which extends from Smith Street to the Perry Center drive. This area comprises 0.673 acres.

The total area for all three parcels is 5.56 acres.

Prior to recording, the final plat signature blocks, per Sec. 44-125, will need to be put on the plat. City Center Way will also need to be dedicated, per Sec. 44-126.

Fiscal Impact

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

City of Jonesboro

Exhibits Attached (Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)

- Previous Parcels
- Final Plat
- Plat with Signatures

Staff Recommendation (Type Name, Title, Agency and Phone)

Approval

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

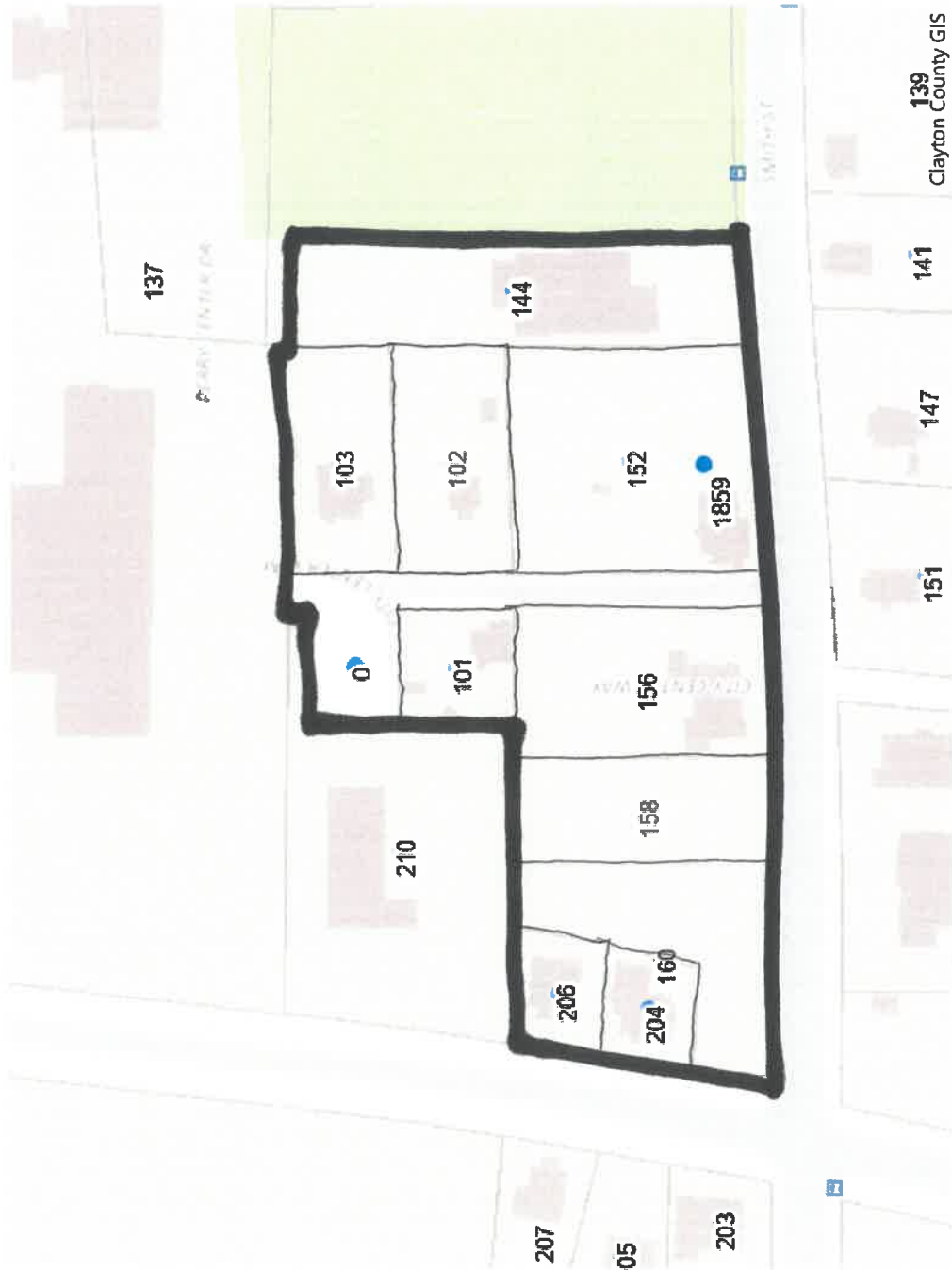
Ricky L. Clark, City Manager

Date

February, 6, 2023

Signature

City Clerk's Office



R\W PLAT

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS AND INFRASTRUCTURE SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE"; AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY

G.L. Sawhney 01/18/23
G.L. SAWHNEY, GA. RLS No. 2547 DATE



THIS IS TO CERTIFY THAT THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

PER THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS RULE 108-6-.09, THE TERM CERTIFICATION AS USED IN BOARD RULE 180-6-.09(2) AND (3) AND RELATING TO PROFESSIONAL ENGINEERING OR LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED.

LINE TABLE		
LINE	LENGTH	BEARING
L2	32.48	N00°00'00"W
L4	30.00	N00°00'00"W
L5	5.00	N90°00'00"W
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L7	13.10	N00°00'00"W
L8	45.01	N90°00'00"W
L9	5.51	N90°00'00"W
L10	29.15	S63°19'40"W
L12	45.38	N00°55'51"E
L14	45.00	S89°08'43"W
L15	6.19	S89°22'39"E

ALL MATTERS OF TITLE ARE EXCEPTED. THIS PLAT IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHTS-OF-WAY PUBLIC OR PRIVATE.

NOTE: PROPERTY LINES SHOWN ON THIS SURVEY/PLAT REPRESENT PHYSICAL FIELD CONDITIONS BY EVIDENCE OF APPARENT POSSESSION (IRON PINS FOUND, OLD & ESTABLISHED FENCE LINES, OLD WALL LINES, SHRUB & HEDGE LINE, HOUSE LOCATIONS, ETC.) THEY MAY DIFFER AND BE IN CONTENTION FROM EVIDENCE FOUND AT THE APPLICABLE COUNTY COURTHOUSE. THEY MAY ALSO DIFFER FROM OTHER SURVEYOR OPINIONS AND/OR NEIGHBORS SURVEYS/PLATS. A FULL LAND TITLE REPORT OPINION ON ALL PROPERTIES, INCLUDING ADJACENT AND CONTIGUOUS PROPERTIES MAY BE NEEDED TO RESOLVE ALL POSSIBLE PROPERTY LINE DISPUTES OR DISCREPANCIES.

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Basis Of Bearings: MAGNETIC

SURVEYOR'S NOTES

1. DECLARATION IS MADE TO ORIGINAL PURCHASER OF THIS SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS OTHER THAN THE PERSONS LISTED IN THE SURVEY CERTIFICATION.
2. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
3. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES.
4. FIELD WORK BY THIS OFFICE WAS COMPLETED ON 12/16/22
5. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.
6. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
7. BASIS FOR DIRECTION SHOWN HEREON TAKEN FROM MAGNETIC
8. ANGULAR & LINEAR MEASUREMENTS WERE OBTAINED USING A LEICA TOTAL STATION
9. NO VISIBLE EVIDENCE OF CEMETERY.

LEGEND

IPF=IRON PIN FOUND
IPS=IRON PIN SET
R/W=RIGHT OF WAY
MAG= MAGNETIC
P.O.B.=POINT OF BEGINNING
B/L=BUILDING LINE
DE=DRAINAGE EASEMENT
N/F=NOW OR FORMERLY
P = PREVIOUS
E = EXISTING
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PRP = PER REFERENCE PLAT CLOSURE DATA

FIELD CLOSURE=1"IN 20,000+
ANGLE POINT ERROR=< 03"
EQUIPMENT USED=TOTAL STATION
ADJUSTMENT METHOD=COMPASS RULE
PLAT CLOSURE=1"IN 100,000+

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PREPARED FOR:

CITY OF JONESBORO

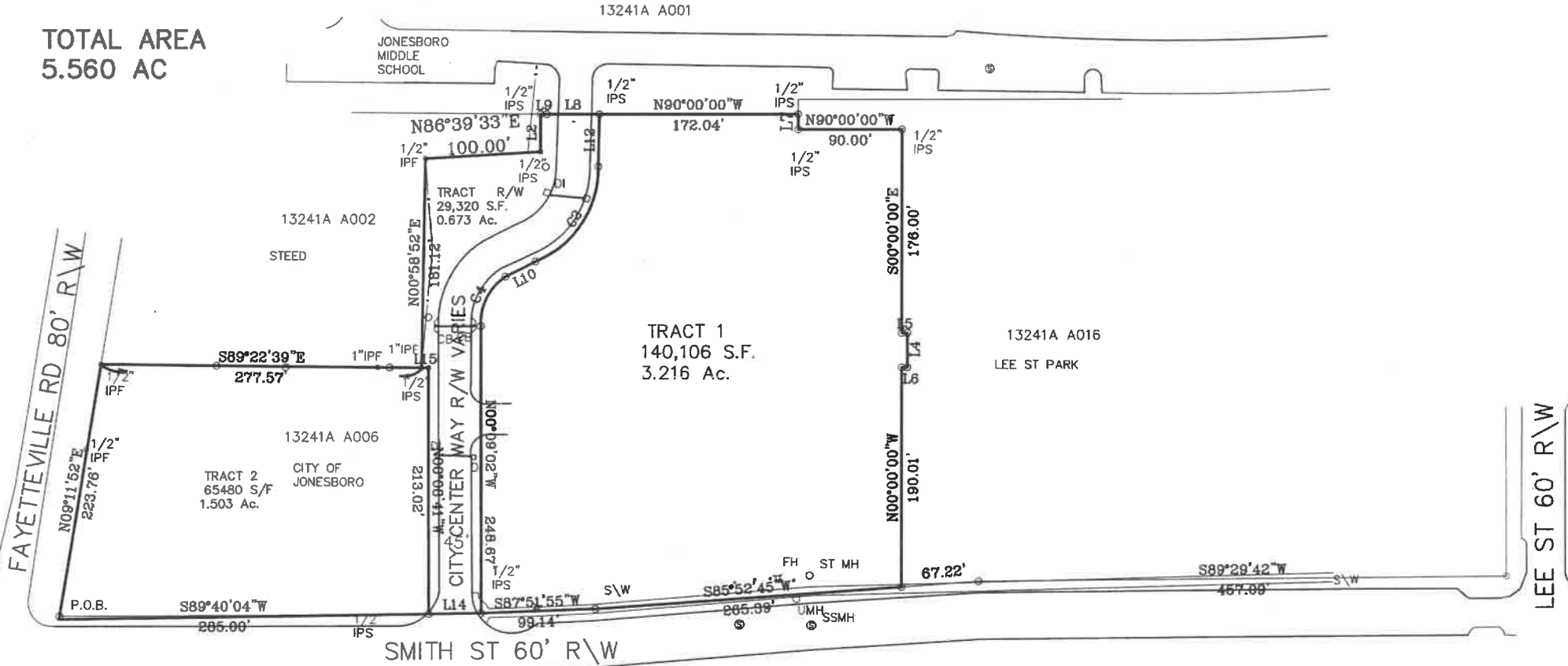
SMITH RD SITE

LOT:	TRACT 1	LAND LOT:	241	DATE:	12/23/22 1/18/23
BLOCK:		DISTRICT:	13th	REV:	
SCALE:	1" = 80'	COUNTY:	CLAYTON, GA	JOB NO.:	JBCITYPARK\22

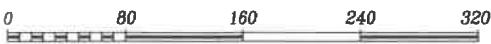
SAWHNEY & ASSOCIATES

523 HASTINGS WAY JONESBORO GA 30238
PH.# (678)-500-4358

TOTAL AREA
5.560 AC



CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DIRECTION
C1	50.89	41.20	47.56	N32°52'41"E
C2	104.53	86.20	98.24	N33°23'14"E
C3	87.64	92.13	84.37	S29°59'54"W
C4	50.11	47.13	47.79	S26°47'17"W



THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 31,850 FEET AND AN ANGULAR ERROR OF 00° 00' 03" PER ANGLE POINT AND HAS BEEN ADJUSTED USING THE LEAST SQUARES METHOD.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000+ FEET.

THIS SITE IS NOT LOCATED IN A FLOOD HAZARD AREA AS DEFINED BY THE REFERENCE PLATS.

EQUIPMENT UTILIZED --
ANGULAR -- LEICA 1202
LINEAR -- LEICA 1202

R\W PLAT

Pursuant to the Development Regulations of the City of Jonesboro Georgia, And all requirements of approval having been fulfilled, this final plat was given preliminary approval by the Mayor and City Council on _____, 20____, and final approval by the City Manager and it is entitled to recordation in the Clerk's Office, Clayton County Superior Court.

By:

Mayor, City of Jonesboro

By:

City Manager, City of Jonesboro

The owner of the land shown on this plat and whose name is subscribed hereto, in person or through a duly authorized agent, certifies that this plat was made from an actual survey, and that all State, City and County taxes or other assessments now due on this land have been paid. Said owner donates and dedicates to the public for use forever the street right-of-way and improvements have been installed therein as shown on this plat.

Owner

Signed, sealed and delivered in the presence of:

Witness

Notary Public

This final plat has been approved by the Clayton County Health Department as being consistent with applicable state and local environmental health requirements.

Manager, Clayton County Health Department

RESERVED FOR RECORDER

REF MATERIAL
DB 12305 PG 703
DB 12305 PG 706
DB 12305 PG 705
DB 12305 PG 702
TAX MAPS & CITY RD DEPT.

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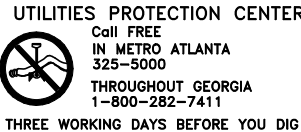
PREPARED FOR:

CITY OF JONESBORO

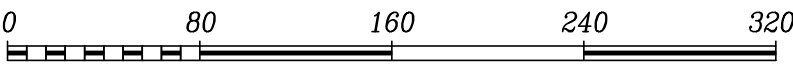
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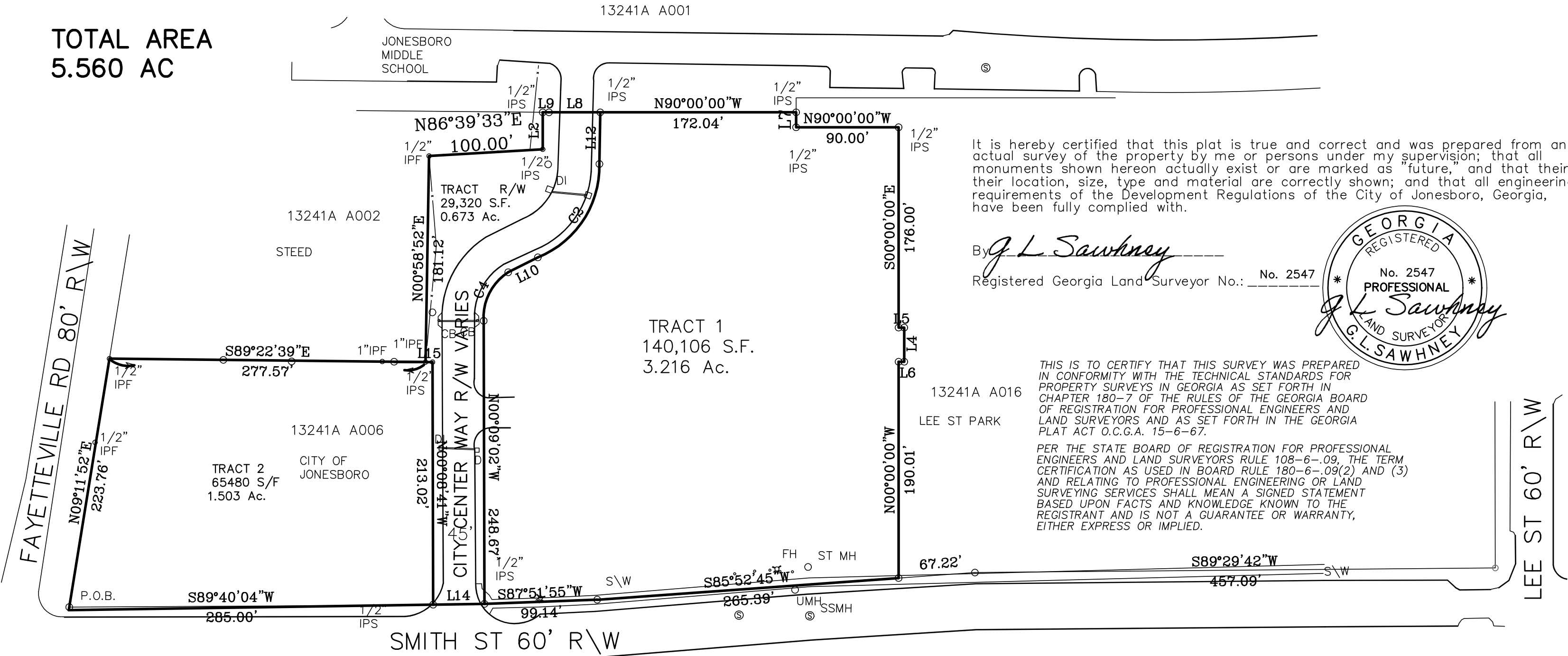
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TOTAL AREA
5.560 AC



It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property by me or persons under my supervision; that all monuments shown hereon actually exist or are marked as future, and that their location, size, type and material are correctly shown; and that all engineering requirements of the Development Regulations of the City of Jonesboro, Georgia, have been fully complied with.

By *J. L. Sawhney*
Registered Georgia Land Surveyor No.: No. 2547



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