# **OXFORD PLANNING COMMISSION**

# AGENDA

# April 12, 2022 - 7:00 PM

# Conducted virtually through Zoom

- 1. **Opening** Jonathan Eady, Chair
- 2. \*Minutes Please consider for approval the March 8, 2022 Planning Commission Minutes.

3. \*808 Emory Street – Development Permit Application for Fence Installation

- 4. Other Business
  - a. \*Update on the National Green Building Standards for the Oxford Building Code
  - b. Status of Amendments to Chapter 40 of the City's zoning ordinances
- 5. Adjournment
- \* Attachments

MEMBERS OF THE PLANNING COMMISSION: Jonathan Eady, Chair; Zach May, Vice-Chair; Juanita Carson, Secretary; Mike McQuaide, Jeremy Baker, and Mary Glenn Landt.

### **OXFORD PLANNING COMMISSION**

Minutes – March 8, 2022

### DRAFT

#### Via Zoom

**MEMBERS**: Jonathan Eady, Chair; Zach May, Vice Chair; Juanita Carson, Secretary; Mary Glen Landt, and Jeremy Baker.

STAFF: Bill Andrew, Zoning Administrator

**GUESTS:** Daphine Gresham (representing 908 Emory Street Renovations) and Adam, Stephanie Lowe (representing 906 Asbury Street Renovation), and Lannie Green (representing Verizon for the Coke Street Water Tower Antenna Improvements)

OPENING: At 7:01 PM, Mr. Eady called the meeting to order and welcomed the guests.

MINUTES: The minutes for the February 8, 2022 Planning Commission Minutes were reviewed.

Upon the motion to approve by Ms. Landt and seconded by Mr. May, the vote was 5 - 0 to approve the minutes as presented.

**1026 Emory Street Development Permit Application for Driveway Improvements** – The applicant, Mr. McQuaid, was not present but the application was simply for the resurfacing of a gravel driveway. Mr. Eady asked the Planning Commission if they were amenable to review the application without Mr. McQuaide and they agreed to do so. All members agreed to approve the application.

Upon the motion by Ms. Landt to approve the Development Permit Application for Driveway Resurfacing and seconded by Ms. Carson, the vote was 5-0 in favor. Mr. Andrew was authorized to sign the DPA on behalf of the Planning Commission.

Adam and Stephanie Lowe spoke for the Development Permit Application for an interior renovation and addition at 906 Asbury Street: Mr. Eady found the application to be complete but was concerned about the number of feet the corner of the existing house was from the property line. Mr. Andrew indicated he had measured the area with a tape and estimated the distance to be 7-feet.

It was agreed that the setback requirement is not met with the current home and so it is an existing non-conforming use, within 5 to 10 feet of the property line. The proposed addition is designed with an inset so it will stay within the existing plane and will not come any further out of compliance. Mr. Eady reviewed portions of the City Code and explained the addition is in compliance with the Code. All members felt the application followed the Code.

Upon the motion by Ms. Carson to approve the Development Permit Application for interior renovation and the addition and seconded by Ms. Landt, the vote was 5-0 in favor. Mr. Andrew was authorized to sign the DPA on behalf of the Planning Commission.

Lannie Green represented Verizon Wireless for their Coke Street Water Tower Antenna Improvements: The new antennas will be no more visible than the current structures on the Water Tower and are designed to improve 5G service for Verizon customers. There will be no work on the ground.

Upon the motion by Ms. Landt to approve the Development Permit Application for antenna upgrades on the Coke Street water tower by Verizon and seconded by Mr. Baker, the vote was 5-0 in favor. Mr. Andrew was authorized to sign the DPA on behalf of the Planning Commission

**Daphine Gresham, Office Manager, representing Neptune Capital, the owner of the property (908 Emory Street):** Ms. Gresham is making a request on the behalf of the owner, Neptune Capital, to approve a Development Permit Application for an extensive renovation of the singlefamily home at 908 Emory Street.

Mr. Eady indicated he is having difficulty in understanding the map/layout of the property and how it is depicting the home that is situated upon it. Mr. Andrew informed the Commission that an edit of the last meeting's tape was sent to Ms. Gresham and the contractor, Mr. Hoge, so they may know exactly what was needed to improve the application.

Without a proper map, the Commission is impaired in making a decision as to the actual extent of the obvious non-conforming use. The other issue is the cost of the project in relation to the value of the property. Ms. Gresham indicated the total cost of the project is \$45,000.

Mr. Eady indicated there is a need for a scalable drawing showing the structure relative to the property lines. Mr. Eady asked Mr. Andrew if he had been to the property and was able to determine the location of the property line. Mr. Andrew indicated he had been on the property, but he had not been able to definitively determine the property line. However, it appears the northern side of the home may be encroaching on the property line.

Mr. Eady reiterated that the goal of the Commission was to allow property owners to use their property how they want to use it, with the caveat that we all reasonably need an understanding how the use conforms with the Code. In this case, it is not possible to ascertain the location of the house in relation to the property lines.

The Planning Commission requested a more comprehensive scope of the renovation (particularly the electrical information) and a more understandable map with more clarity on the dimensions of the property and the situation of the structure in relation to the property lines. Mr. Andrew will be asking Bureau Veritas what will be needed from the applicant in order to issue the relevant permits. Mr. Eady asked that the property be staked in order to illustrate the boundaries of the property.

Ms. Gresham indicated they would work to comply with these requests for more information.

### **OTHER BUSINESS:**

a. Status of Amendments to Chapter 40 of the City's zoning ordinances: Mr. Eady indicated he had some language on code changes for non-conforming use that he was prepared to hand off to Mr. Andrew to present to the Mayor and Council for adoption. In terms of the Development Permit Application, Mr. Eady is continuing to work on language that would carve out exceptions for the need for a Development Permit Application but would still require a Building Permit.

b. Consideration of National Green Building Standards (NGBS) for the Oxford Building Code: Mr. Eady had printed out the 300-page NGBS code but had not gone through it in detail. He asked if Bureau Veritas might be able to provide us with information on how renovation would be impacted and if we could get a synopsis of the NGBS. It was asked if Bureau Veritas could come to the next Commission meeting or provide a summary to explain the potential impact of NGBS on new construction and renovation.

ADJOURNMENT: Mr. Eady adjourned the meeting at 8:04 PM.

Submitted by:

Bill Andrew, Zoning Administrator



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# **DEVELOPMENT PERMIT APPLICATION**

This is NOT a Building Permit but, is a requirement for an application to the City of Oxford Building Inspector for the appropriate required Building Permit. All items must be completed, or marked N/A. See the attached Checklist. The completed form must be submitted 10 days before the next meeting of the Planning Commission.

GENERAL INFORMATION         Name of Applicant:       Stephen       Bennett       Date of Application:       3/7/2022         Address of Applicant:       Street       Oxford GA       30054         Telephone # (s) of Applicant:       4045572402         Address / Subdivision / Lot# / Parcel#(s) where the proposed work will occur (list all):         Owner of above location(s):       Alicia Bennett         Name of General Contractor (if different from Applicant):       First Fence of Georgia						
Type of dwelling: X Single Family Multi-family Included Apartment Number of units:						
Briefly describe the proposed work: Addition of fence on property.						
Does the proposed work change the footprint (ground outline) of any existing structures?YES $\lambda$ NO						
Does the proposed work add a structure(s)? X YESNO						
List additions to: Heated Sq.ft Unheated Sq.ft Garage Sq.ft New Sq.ft Is the above lot in the Special Flood Hazard Area on FEMA's Flood Insurance Rate Map?Yes No (Map available from City Clerk)						
ZONING DISTRICT (the setback requirements and the zoning map are available from the City Clerk) Zoning District <u>R - 20</u> Setback Requirements: Front setback <u>30</u> ft. Side setback <u>15</u> ft. Rear setback <u>30</u> ft. Minimum required lot width at building line <u>100</u> ft.						
MECHANICAL INFORMATION (if utility work is included in the proposed work)						
A) Sewerage: Is there a change? Yes X No City Sewer Septic If so, describe:						
B) Water Supply: Is there a change?Yes ≯ NoCity WaterWell If so, describe:						
C) Number of Restrooms (Commercial): Is there a change? Yes X No Full Half If so, describe:						
D) Number of Baths (Residential): Is there a change? Yes $\vee$ No Full Half If so, describe:						
E) Heating: Is there a change? Yes X No Electric Gas Oil Propane Other If so, describe:						
F) Electrical:number of outlets						

#### STRUCTURAL INFORMATION

Type of Foundation:MoveablePier & FooterSlab on gradeBasementOther
Type of Construction:FrameMasonryStructural Insulated PanelInsulated Concrete Form PanelizedIndustrializedManufactured
SITE PLAN DRAWINGS (required for changes to the footprint of existing structures)
A) Attach an accurate scale drawing or copy of official plat showing shape, size, dimensions, and location of the lot. Note the Zoning District on all drawings.
B) Show the applicable minimum setback lines on all drawings, and the dimensions from the existing and proposed structure(s) to the lot lines.
C) Attach a dimensioned drawing, showing the location of any proposed work that changes, or adds to the footprint of any structure(s) on the site.
D) The following dimensions below MUST be included on the drawings:
Width of lot at proposed work location 149 feet Width of new work 110 feet
Depth of lot at proposed work location 385 feet Length of new work 215 feet
Height of new work 6 feet (the maximum habitable area is 35' above grade for R districts; 45' in PI districts)
I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW IT TO BE TRUE
AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THE TYPE OF WORK WILL
BE FOLLOWED. GRANTING OF PLANNING APPROVAL DOES NOT PRESUME TO GIVE AUTHORITY TO
VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL ORDINANCE OR
<b>REGULATION REGARDING CONSTRUCTION, OR THE PERFORMANCE OF CONSTRUCTION.</b>
Etyp Brank
Signature of Applicant

----- OFFICIAL USE ONLY ------**DEVELOPMENT PERMIT** 

Date Received by Zoning Administrator: March 7, 2022, updated on 3/30/22 with map Date Reviewed by the Planning Commission:

The proposed work contemplated by this application meets the appropriate development standards for the Zoning District noted above. This is not a building permit in Oxford.

Approved by: \_

Planning Commission Date: \_\_\_\_\_

Development approval is hereby issued, and the applicant is authorized to apply for a building permit with the City of Oxford Building Inspector. This Development Approval expires six months from the date issued.

Issued by:

Date:

Zoning Administrator

NOTE: This document must be accompanied by all supporting documentation, also signed by the Planning Commission, for consideration by the City of Oxford Building Inspector for a building permit. (Form October, 2018)

Revised 5/6/2019

# **CITY OF OXFORD**

### Checklist Applying for a Development Permit

- 1. Obtain a Development Permit Application from the City Clerk's office.
- 2. Complete the Application and attach a site plan (either drawn by a professional or sketched on graph paper) with dimensions showing:
  - Shape, size and location of the lot.
  - Shape, size, height, use and location of the buildings to be erected, constructed, altered or moved, as well as any building(s) already existing on this building lot.
  - Indicate how many dwelling units the building(s) are designed to accommodate.
  - Setback lines from adjoining streets and lots.
- 3. Submit the completed Application to the City Clerk's office.
- 4. All corners of the lot and any proposed building must be clearly staked out on the ground.
- 5. The City Clerk will give the application to the Zoning Administrator to review and to schedule a review by the Planning Commission.
- 6. The regular meetings of the Planning Commission are on the second Tuesday of each month at 7 PM. The applicant will be notified when the application is scheduled for review. The Planning Commission will not review the application unless the applicant or a representative is present at the meeting. A picture or diagram of what is proposed will help the Planning Commission review the request.
- 7. If the application is approved, an approved copy will be given to the applicant by the Planning Commission.
- 8. The City of Oxford is responsible for issuing the Building Permit and collecting any required fees. A copy of the approved Development Permit is required before a Building Permit can be issued. The applicant should contact the city's Zoning Administrator (770-786-7004) to determine if a building permit and inspections are required. If a building permit is required, the applicant should bring the approved Development Permit to City Hall to exchange for the necessary building permit(s), and to schedule the inspection.

The foregoing checklist is a brief summary and does not modify or amend the Oxford Zoning Ordinance. See Section 40-841 of the Oxford Zoning Ordinance for a detailed description of the process for applying for a development permit and building permit.

Revised 8/2/2019

# First Fence of Georgia

1779 Big Shanty Drive, NW Kennesaw, GA 30144

www.1stfence.com fax:

phone: 770-4

770-422-9996 770-422-9559

Name: Stephen B		Street; 8	308 Emory Street	
City, State, Zip: Oxfor	d, GA 30054	Date: 2/10/2022	Phone: 404-557-2402 Phone:	
Subdivision:	Fax:		Email: Sgbennett2106@gmail.com	
	and printing a first out a system of	and so the should be	Terrain Flat	
Fence 1: 6 Ft Ca	o. Priv Pine - 3 Rail	458 ft	Obstructions None	
	yle B - No Stain - Regular Dado Post		Removal By Other	
	Cap* 6x6 Posts At Corners Includes		Approximately 3 to 4 weeks from the date a signed	
	ter LA 400 Dual Actuator With Battery Bac	A Diversit busings	contract and deposit is received by First Fence of	
Up 2 Remotes 2 Push Out Brackets MyQ Saw			Georgia. Installation date is a projection which is	
	veway To Install Power 4 Core Drills Into		subject to change without notice due to inclement	
	te Drive Gate will Have 1 5/8" SCH 40			
Steel Frame and 6" Steel Posts		Purchaser Agrees that final price will be determined by final installed footage.	Y D C C A	
	ion: Finished Side Faces Out		indi installed footage.	INITIAL
	Approx. Picket Spacing:			INTIAL
Gate 1			Purchaser is responsible for locating property lines.	
Gale	Single Swing 4' Wide Capped Qty: 1 Walk Gate with 4x4 Posts		Purchaser takes sole responsibility for fence location.	
0-1-2			ones Frod relice of Gerrela to Infrate an El	INITIAL
Gate 2	Double Swing 10' Wide Capped Qty: 1		First Fence of GA is not responsible for damage to	
Coto 2	Double Gate with Steel Frame and Posts		underground systems, except marked public utilities.	9 101
Gate 3	Single Swing 4' Wide 6' Tall Qty: 1		er ione to my account must comply with the or	INITIAL
	Aluminum Walk Gate with T-Latch		Wood Fence components, when exposed to the	
			elements are subject to immediate warpage,	
Fence 2: 5 Ft - Crs Buck Rail w Blk Wire - Pine - 4 Rail 108 ft Regular Dado Post		shrinkage, cracking, etc. No warranty is offered or implied against these conditions,	INITIAL	
Orientat	on: Finished Side Faces Out		PLEASE REVIEW THIS PROPOSAL CAREFULLY TO	-27645
Approx.	Picket Spacing:		ENSURE THAT IT INCLUDES THE ENTIRE SCOPE OF WORK YOU EXPECT TO BE PERFORMED. NO VERBAL	
			AGREEMENTS, STATED OR IMPLIED, WILL BE	
			HONORED.	INITIAL
			Discounted cash or check price:	-747-175
construction D	etail:		All Taxes Included Price Valid 7 Days \$	24,755.0
Finished	Side of Fence will Face Out		the second se	
Fence will follow general Contour of the Ground		Deposit:	\$8,252.0	
All Posts	Set in Wet-Mixed Concrete			a ding
Ranch R	ail Orientation from Inside: Post/Wire/Rail/Fas	scia		
			Balance: "Due On Completion" \$	16,503.0
Other Detail:		11.0 7 0	2022	
Framing	Nails - Heavy Duty Ring Shank Galvanized		470-292-0800	
Picket N	ails - Twist Shank Aluminum		Purchaser accepts all pages associated	And the local distance of
Clearing	of Vegetation IS NOT included on Contract		with this proposal including but not	
Price Sh	own Includes all Available Discounts		limited to schematics, drawings, and	
Homeow	ner to Obtain Building Permit - If Required		terms and conditions pages.	INITIAL
			Signature of Purchaser	Data
arranty Detail			S.B. artare of Larendsei	Date
	Vorkmanship Warranty		A STATE REAL REAL REAL	
	Treated Lumber Carries Lifetime Warranty ag	ainst Termito	Accounted by First Former of Council	
	e and Fungal Decay. Labor Is Not Included.		Accepted by First Fence of Georgia	Date
	arry a Limited 10 Year Picket Replacement W	arranty   abor lo Not !!	uded	
PICKETS I		and ILV. Labor IS NOT INC	uueu	

 Total Retail Price:
 \$ 26,058.00

 Discounted cash or check price:
 \$ 24,755.00

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# **Payment Information for First Fence Contract**

Minimum deposit of \$8,252.00 is due along with your signed contract.

#### Select Method:

Note:

Method #1 - Input your ACH info below. This will result in your Fence Project going into our system quickly and your installation lead time will begin immediately.

Method #2, #3, and #4 - (Paying by Cash, Check or Calling the Office) These methods for paying your deposit will place your Fence Project on hold. Your lead time will begin when the deposit is received.

If you would like to pay using a different method please contact Customer Service at 770-422-9996.

## ACH from your Bank

	I authorize First Fence of Georgia to initiate an electronic debit to my:	
	Select Type of Account:	
	for payment of my deposit. I acknowledge that the origination of ACH	
	transactions to my account must comply with the provisions of U.S. law	. The second second states and the second
	This authority will remain in effect until I have cancelled it in writing.	
	No Home Equity Line of Credit Accounts accepted.	
	Please do not use a deposit slip to obtain routing number.	
	Date:	
	Financial Institution Name:	
	Name on Account:	
	Routing Number from a Check or your Bank:	
	Account Number:	
	Deposit Amount :	
	Signature:	
	Signature:	
Sample	YOUR NAME 123 1234 Main Street	
	Anywhere, OH 00000 DATE	
	PAY TO THE \$	
	ORDER OF DOLLARS	
	been another of beneficial of contrain	
	1044072324 1 1000123456789 1 1223	
	ROUTING ACCOUNT CHECK	
	NUMBER NUMBER NUMBER	
IVIAII Che	eck to the Office	

First Fence of Georgia 1779 Big Shanty Drive, NW Kennesaw, GA 30144 2 of 6 6 Ft Cap. Priv. - Pine - 3 Rail



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5 Ft - Crs Buck Rail w Blk Wire - Pine - 4 Rail



POST

Materials:		
	Section	Comment
	Posts	Pressure Treated Pine 4" x 4" (3.5" x 3.5" Actual)
	Rails	Rough-Sawn Pressure Treated Pine 5/4 Board (1" x 6" Actual)
	Wire	Welded Wire - 2" x 4" Black Coated, 14 ga
	Gate Detail	Gate Hinges - Heavy Duty Black Steel Hinges
	Gate Detail	Gate Latches - Heavy Duty "Maxima" Gravity (will accept padlock

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#### Conditions

First Fence of Georgia hereby sells to the purchaser the fence product or structure described in this contract, subject to all terms and conditions on each side of this contract, and the purchaser in consideration thereof, agrees that:

Responsibility of Buyer: Purchaser agrees to locate and identify the property lines and pertinent easements. Purchaser takes sole responsibility for fence location. Purchaser agrees that he is solely responsible for the location of the fence described in this proposal. Purchaser will defend First Fence of Georgia and reimburse them for all costs in connection with any claim made by anyone about the location of the fence. Purchaser is responsible for any special work described in this proposal.

Unforeseen Conditions-Additional Charges: Purchaser agrees that First Fence of Georgia has the right to make reasonable additional charges if unforeseen ground conditions hinder the fence installation. Such conditions may include rock formations, hidden foundations, tree roots and other obstacles.

Underground Systems: Purchaser agrees that First Fence of Georgia will not be held responsible under any circumstances for da mage to any underground pipes, drains, wires, cables, foundation, sprinklers, etc. that are not marked by The Utility Service of Georgia (1-800-282-7411).

Landscape: Purchaser agrees that First Fence of Georgia will not be held responsible for any restoration of any part of the landscape that is disturbed during fence installation. First Fence of Georgia will not be required to remove or reform soil excavated from post holes during fence installation. First Fence of Georgia will not be responsible for damage to trees, shrubs, sod, plants, flowers, etc.

Payment: Payment to First Fence of Georgia is due per the terms specified on the face of the contract. "Due on Completion" means customer will pay installer on the day the project is complete. Customer agrees that if payment is made later than agreed terms, a late charge of 1 ½% per month will be paid by the customer. Failure to pay as agreed will void all warranties. There will be a \$25.00 charge for returned checks. If any unpaid balance is turned over to an attorney or collection organization, the customer will be responsible for all fees associated with the collection of the monies due. In addition, the customer will also be responsible for \$200.00 fee to reimburse First Fence of Georgia for the cost associated with liens placed on the property until full payments has been received. Any financing agreements are made between the customer and a third party financing institution.

Contract: This proposal only becomes a contract after being signed by the Purchaser and accepted by an officer of First Fence of Georgia.

Disputes: Purchaser agrees that any disputes concerning this contract will be adjudicated in the appropriate Georgia municipality.

The agree upon total price on this proposal is an all inclusive dollar amount which includes First Fence of Georgia's cost of materials (including sales tax), delivery, and installation labor charged to customer for all installation services. Final footage, associated components, and services may vary. Sald variations will be billed or credited on a prorated basis.

Redo Work and Extra Trips: Customer shall be present when work commences (unless alternate arrangements have been made) to indicate location of the fence and gates and to inform workmen of any special conditions. Work completed in error due to customer's lack of direction to installers will be corrected at customer's expense. Extra trips necessitated by customer-caused interruptions will be billed to the customer at a rate that is based on the costs incurred. Customer will be present at project completion to approve work and deliver final payment to workmen. If extra trips are requested to make changes or corrections not related to workmanship, customer will be billed for trip charges plus the cost of the changes requested.

Warranties: Fences are warranted for lifetime of the purchaser against defects in workmanship. First Fence of Georgia will resolve any errors in workmanship for as long as the customer of record owns the fence. Exclusions: Vandalism, extreme weather, vehicular damage, misuse, climbing, unusual impact of pressure, and normal wear and tear. Fence materials will change appearance, dimension and shape due to the process of aging and exposure to the elements. Wood fence materials are subject to warpage and cracking. Defects caused by the above describe natural changes to the material and are specifically excluded from this warranty, but are covered by the First Fence of Georgia extended picket replacement coverage. Gate Warranty: Gates will be adjusted at no extra charge for a period of ninety (90) days after the install date, provided that abuse is not evident. This limited warranty is in lieu of any other express or implied warranties, including but not limited to implied warranties of merchantability, or fitness for any particular purpose. No verbal assurances or warranties will be adil at any time. Valid warranty claims will be attended to by First Fence of Georgia within six (6) months of notification to First Fence of Georgia.

Animal & Child Containment: Due to the varied surface of the earth, uneven spaces will exist between the bottom of the fence and the ground. Pets and children will exploit these spaces to escape. Pets and children can also climb over any fence. Purchaser agrees that First Fence of Georgia will not be held responsible for the retention of pets or children within installed fences or for damages resulting from the escape of pets or children.

Attachment to Masonry: The attachment of fences and gates to existing masonry structures such as columns, walls, driveways, buildings, etc. carries the risk of damaging said structures. Masonry walls and columns with fences attached are subject to damage from wind. Purchaser agrees that First Fence of Georgia will not be held liable for damage to masonry structures described herein.

Scheduling: Completion of this contract can be delayed by inclement weather, manpower constraints and/or equipment availability. Said delays can cause the buyer inconvenience and/or expense such as lost time at work, pet boarding fees, etc. Customer agrees that First Fence of Georgia will not allow a reduction in the contract price, nor will reimbursement be made to compensate customer for said expenses and/or inconvenience.

Fence Height: Fence height is defined herein as the height of the fence at its tallest point from grade, plus or minus six (6) inches.

Site Preparation: Site Preparation, such as clearing and grading, is the responsibility of the customer, unless other specific arrangements have been established in the contract.

Building Permits: All required building permits will be obtained and paid for by the customer.

Other: Unless specified on the face of the contract, all matters relating to the completion of this project will be decided by First Fence of Georgia. This will include gate placement, material section, construction technique, etc.

Cancellation: This contract can be cancelled without penalty, if done within three days of date signed by purchaser. After the three-day grace period, cancellation of this contract will result in charges for any work performed and/or materials procured for the contracted work, plus a fee equal to 15% of the contract amount.

Verbal Representation: Responsibilities of First Fence of Georgia are limited to that which is described in this contract. Verbal representations by First Fence of Georgia employees will not be honored.

Proposal: After receipt of signed copy from buyer, this proposal when accepted by First Fence of Georgia, becomes a contract between the two parties, this contract can be cancelled without penalty, if done within three days of date signed by purchaser.

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# A few notes on the National Green Building Standards

# The Role the Georgia Department of Community Affairs (DCA) would Play

If Oxford is considering the adoption of the NGBS, it is a fairly simple process.

The NGBS is referred to by DCA as a permissive code, rather than a mandatory code. Unlike the mandatory codes, in order for a local government to enforce one or more of these permissive codes, that code or codes must be adopted, either by ordinance or resolution, by the local jurisdiction. A copy of the ordinance or resolution adopted must be forwarded to DCA (O.C.G.A. Section 8-2-25 (b)).

If we adopt what the State (DCA) has already approved in its entirety, which would be the NGBS, 2008 Edition with the Georgia Amendments from 2011, then you adopt the ordinance and send it in for their review. This review would be routine if you were adopting this approved version.

However, if we were to adopt the ICC 700-2020 NGBS or only part of the State-approved edition, then it is a slightly longer process, requiring review from DCA. They would have 60 days to either Approve, Have No Comment, or Deny Approval. Even if you received a denial, the City could vote to override this denial.

Denials would be for codes that were not deemed safe. So, if you cut out sections of the NGBS that might create an unsafe situation, then they would deny it. The DCA representative stated he had been there 5 years and had never seen a denial. He did not foresee an adoption of the ICC 700-2020 being denied.

# <u>ICC 700-2020 NGBS – INTRODUCTION (from the National Association of Home Builders of the United States)</u>

Green buildings are designed, constructed, and operated with a goal of minimizing their environmental footprint. In both new construction and renovation, the building and its site are designed in an integrated manner using environmentally preferable practices and materials from start to finish. Many green features also carry direct consumer benefits, such as lower monthly utility bills, greater comfort, reduced maintenance, and increased value. To provide a uniform national platform for recognizing and advancing green construction and development, in 2007, the National Association of Home Builders (NAHB) and the International Code Council (ICC) partnered to establish the first consensus-based green building standard. The joint effort culminated in the publication of the 2008 National Green Building Standard® (NGBS) that received approval from the American National Standards Institute (ANSI).

Using a points-based system, a home or building can attain a rating of Bronze, Silver, Gold, or Emerald—depending on the green practices included. Alternative to the points-based system, new single-family homes, townhouses, or duplexes can earn a Certified rating by using a new streamlined, mandatory checklist of green practices. For a building to attain any certification level, all applicable mandatory provisions must be implemented. The NGBS also requires that the

builder or remodeler incorporate a minimum number of features in each of six categories (lot development, resource efficiency, energy efficiency, water efficiency, indoor environmental quality, and homeowner education) for each rating level. The scope of the NGBS includes all newly-constructed and remodeled single-family dwellings, townhomes, multifamily residential buildings, as well as residential land developments. Beginning with the 2020 NGBS, both the commercial and residential portions of mixed-use buildings can also be certified. Residential and mixed-use communities of all sizes and densities can be recognized for green practices that are incorporated into their design and construction.

The NGBS provides developers, builders, and remodelers with a credible definition of green building and a useful measurement of relative environmental ratings. The expansive point-based system offers a process that can accommodate varying climates, market conditions, construction types, and homebuyer preferences.

The NGBS was updated in 2012 and 2015 to incorporate advances in building science, reflect recent model code improvements, and add more choices for compliance. As with the original, these later versions were developed in accordance with the ANSI requirements, and the NGBS remains a leading consensus-based residential green building standard.

This collaboration of the leading codes and standards development organizations and their continued commitment to the ANSI process further solidified the standing of the NGBS as the national benchmark for green residential construction in the United States. With over 200,000 dwelling units certified to date nationwide, the 2020 NGBS incorporates process improvements and new practices that reflect its decade-long implementation in the field.

The 2020 NGBS features many updates with the potential to further transform residential construction. Its expanded scope includes assisted living, residential care, and group homes with an I-1 occupancy, as well as the commercial space of mixed-use buildings, making the standard relevant to more diverse use types. For renovation, the new prescriptive paths for energy and water consumption provide flexibility to demonstrate a building's improvement. And finally, the certified compliance path for single-family homes, townhomes, and duplexes offers a streamlined approach for single-family builders to gain recognition for the efficiency and green features of their homes.