



MAYOR & COUNCIL WORK SESSION AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
March 4, 2025 | 10:00 AM

Review of the Agenda (Mayor Leslie McPherson)

A. Governing Body (Mayor Leslie McPherson)

1. FY24 Audit Presentation by Mauldin & Jenkins, CPAs & Advisors (Jennifer Hallman, CFO, Interim Deputy City Manager)
2. Intergovernmental Agreement with Douglas County & Douglas County Tax Commissioner (Jennifer Hallman, CFO, Interim Deputy City Manager)
3. Intergovernmental Agreement with Douglas County (Theresa Campbell, City Clerk)
4. Appointment to Downtown Development Authority (DDA)

B. Building Development (Tracy Jarvis, Director)

1. Fairway 17 Final Plat (Bobby Elliott, Deputy City Manager)

C. Community Development

1. ABL-03-25 Honest Commercial Inc. dba Discount Smokes & Beer and Public Hearing (Whitney Cox, Licensing Specialist)
2. ABL-04-25 Captivating Camino LLC and Public Hearing (Whitney Cox, Licensing Specialist)
3. TA-05-25 Sign ordinance text amendments; sections 9.03(f), 9.04, 9.29(f), 9.39(3), 9.40(7)(b) and Public Hearing (Shaun Daniels, Zoning Administrator)

D. Finance (Jennifer Hallman, CFO/ Interim Deputy City Manager)

1. Purchasing Ordinance Updates (Jennifer Hallman, CFO, Interim Deputy City Manager)

E. Parks, Recreation & Leisure Services (Tracie Ivey, Director)

1. July 3rd Fireworks Display (Traci Ivey, Director)

F. Public Works (Hal Burch, Director)

1. Thomas Dorsey Traffic Study (Hal Burch, Director)

G. Utilities (John Bain, Director)

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the City Clerk at 678-840-1229 10 business days before the scheduled meeting to allow the City to make reasonable accommodations for those persons.

1. Engineering Services Agreement (Erick Broz; Wastewater Operations Manager)

H. City Manager (Interim City Manager, Diana DeSanto)

1. Resolution and Letter of Support for Senior Housing Development (GICH) (Diana DeSanto, Interim City Manager)
2. Discussion: Residential Rental Dwelling Unit Inspection and Maintenance Program (Diana DeSanto, Interim City Manager)

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GOING FURTHER

City of Villa Rica, Georgia

Auditor's Discussion & Analysis
Financial & Compliance Audit Summary
September 30, 2024



CPAs & ADVISORS



City of Villa Rica, Georgia

Auditor's Discussion & Analysis

Financial & Compliance Audit Summary

September 30, 2024

Presented by:

Ryan Jones, CPA and Meredith Lipson, CPA



City of Villa Rica, Georgia
Auditor's Discussion & Analysis (AD&A)
September 30, 2024

PURPOSE OF ANNUAL AUDITOR'S DISCUSSION & ANALYSIS

- ◆ Engagement Team and Firm Information:
 - The Governmental Practice
 - Additional Information Regarding Other Industries and Services

- ◆ Overview of:
 - Independent Auditor's Report
 - Review of the Annual Comprehensive Financial Report
 - Overview of the Financial Statements, Footnotes, and Supplementary Information
 - Compliance Reports (Internal Controls and Laws & Regulations)

- ◆ Required Communications under Government Auditing Standards

- ◆ Other Matters for Communication

- ◆ Free Continuing Education and Newsletters

- ◆ Closing Thoughts

- ◆ Answering Your Questions

City of Villa Rica, Georgia

Auditor's Discussion & Analysis (AD&A)

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MAULDIN & JENKINS BY THE NUMBERS



CONSISTENTLY RANKED AS A TOP ACCOUNTING FIRM IN THE U.S.

100+ year
HISTORY
OF QUALITY SERVICE

Serve 725+
GOVERNMENT CLIENTS

GOVERNMENTAL
PARTNERS &
DIRECTORS **25**



150+ TEAM MEMBERS DEDICATED TO SERVING THE GOVERNMENTAL INDUSTRY



VISION
To be a trusted advisor, earning trust and building respect through our consistent commitment to sustainable excellence, leadership, and integrity.



220+
SINGLE AUDITS PERFORMED LAST YEAR COVERING OVER \$6 BILLION OF FEDERAL GRANTS



156,000+
HOURS ANNUALLY PROVIDED TO GOVERNMENTAL CLIENTS

175+

CURRENT CLIENTS AWARDED THE GFOA CERTIFICATE OF EXCELLENCE

6

STATES

14

OFFICES



Engagement Team Leaders Include:

- Ryan Jones – Director – 16 years' experience
- Meredith Lipson – Technical Resource and Quality Review Partner - 33 years' experience

City of Villa Rica, Georgia
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MAULDIN & JENKINS – ADDITIONAL INFORMATION

Other Industries & Services by Mauldin & Jenkins:

Each of Mauldin & Jenkins' offices provides a wide variety of services to a broad range of clientele. We have partners and managers who are responsible for specialized practice areas of auditing and accounting, taxes, and management advisory services. Their purpose, as leaders in the particular practice area, is to establish policies with respect to technical matters in these specific areas and ensure that the quality of the Firm's practice is maintained.

Industries Served: Over the years, our partners have developed expertise in certain industries representative of a cross section of the Georgia economy, including:

- Governmental Entities (state entities, cities, counties, school systems, business type operations, libraries, and other special purpose entities)
- SEC Registrants
- Wholesale Distribution
- Agri-Businesses
- Manufacturing
- Professional Services
- Employee Benefit Plans
- Financial Institutions (community banks, savings and loans, thrifts, credit unions, mortgage companies, and finance companies)
- Non-Profit Organizations
- Retail Businesses
- Long-Term Healthcare
- Construction and Development
- Individuals, Estates, and Trusts
- Real Estate Management

Services Provided: This diversity of practice enables our personnel to experience a wide variety of business, accounting, and tax situations. We provide the traditional and not-so-traditional services such as:

- Financial Audit/Review/Compilation
- Compliance Audits and Single Audits
- Agreed-Upon Procedures
- Forensic Audits
- Bond Issuance Services
- Performance Audits
- State Sales Tax Matters
- International Tax Matters
- Business and Strategic Planning
- Profitability Consulting
- Budgeting
- Buy-Sell Agreements and Business Valuation Issues
- Income Tax Planning and Preparation
- Multi-State Income Tax Issues
- Information Systems Consulting
- Cost Accounting Analysis
- Healthcare Cost Reimbursement
- Outsourced Billing Services
- Fixed Asset Inventories
- Succession and Exit Strategy Consulting
- Estate Planning
- Management Information Systems
- Employee Benefit Plan Administration
- Merger/Acquisition and Expansion Financing

City of Villa Rica, Georgia
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INDEPENDENT AUDITOR'S REPORT

The independent auditor's report has specific significance to readers of the financial report.

Management's Responsibility for the Financial Statements

The financial statements are the responsibility of management.

Auditor's Responsibility

Our responsibility, as external auditors, is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. We planned and performed our audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

Opinions

We have issued an unmodified audit report (i.e., "clean opinions"). The respective financial statements are considered to present fairly the financial position and results of operations as of, and for the year ended September 30, 2024.

Other Matters

Certain required supplementary information and other information is included in the financial report, and, as directed by relevant auditing standards, we have not expressed an opinion or provided any assurance on the respective information.

Other Reporting

Government Auditing Standards require auditors to issue a report on our consideration of internal control over financial reporting and on our tests of compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. We have issued such a report and reference to this report is included in the independent auditor's report.

City of Villa Rica, Georgia
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REVIEW OF ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)

General Information About the ACFR

The Annual Comprehensive Financial Report (“ACFR”) goes beyond the normal financial reporting required by accounting principles generally accepted in the United States. The ACFR includes, at a minimum, the following elements/sections:

- **Introductory Section:** general information on the City’s structure and the services it provides.
 - Letter of Transmittal
 - Organizational Chart
 - Directory of Officials
 - Certificate of Achievement for Excellence in Financial Reporting
- **Financial Section:** basic financial statements, footnotes, and required supplementary information along with the auditor’s report.
 - Independent Auditor’s Report
 - Management Discussion & Analysis (MD&A)
 - Financial Statements and Footnotes
- **Statistical Section:** broad range of financial, demographic information useful in assessing the City’s economic condition, and this information covers multiple years.
 - Financial Trends Information
 - Revenue Capacity Information
 - Debt Capacity Information
 - Operating Information

The ACFR goes far beyond the basic requirements of annual financial reporting, and the City should be commended for going beyond the minimum and providing such a report.

City of Villa Rica, Georgia
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Recognition and Award

Once completed, the fiscal year 2023 ACFR was submitted to the Government Finance Officers Association (“GFOA”) for determination if the report would merit the GFOA’s Certificate of Achievement for Excellence in Financial Reporting. The GFOA did indeed review the ACFR and awarded the City with the sought after Certificate.

The GFOA Certificate has been made a part of the City’s 2024 fiscal year ACFR and is included in the Introductory Section.



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OVERVIEW OF FINANCIAL STATEMENTS

The City's basic financial statements include three components:

- 1) Government-wide financial statements;
- 2) Fund financial statements; and
- 3) Notes to the financial statements.

The **government-wide financial statements** provide a broad overview of all of the City's funds, as well as its discretely presented component units – the Villa Rica Downtown Development Authority and the Villa Rica Industrial Development Authority. The *Statement of Net Position* presents information on all assets (and deferred outflows) and liabilities (and deferred inflows) of the City, with the resulting difference reported as net position. The *Statement of Activities* presents information showing how the City's net position changed during the most recent fiscal year. Revenues are categorized as program revenues or general revenues. Expenses are categorized by function.

The **fund financial statements** more closely resemble the financial statements as presented prior to the adoption of GASB Statement No. 34. All of the funds of the City can be divided into two (2) categories: governmental funds (includes the General Fund) and proprietary funds (Water and Sewer Fund, Solid Waste Fund, Stormwater Fund, and the Internal Service Fund).

The City also includes, as part of the Annual Comprehensive Financial Report, the Introductory Section, the Special Purpose Local Option Sales Tax (SPLOST) Schedule, and the Statistical Section.

Government-Wide (Full-Accrual) Financial Statements

As noted above, the financial report of the City includes two (2) entity-wide financial statements: a *Statement of Net Position* and a *Statement of Activities*. Highlights of the government-wide statements notes total assets (and deferred outflows of resources) of approximately \$156,000,000 offset by liabilities (and deferred inflows of resources) of approximately \$62,900,000. This results in the City reported net position of approximately \$93,100,000. Also, a substantial element of the net position is composed of a net investment in capital assets in the approximate amount of \$85,200,000. Restricted net position amounts to approximately \$17,000,000 leaving unrestricted net position at a deficit of \$9,100,000.

City of Villa Rica, Georgia

Auditor's Discussion & Analysis (AD&A)

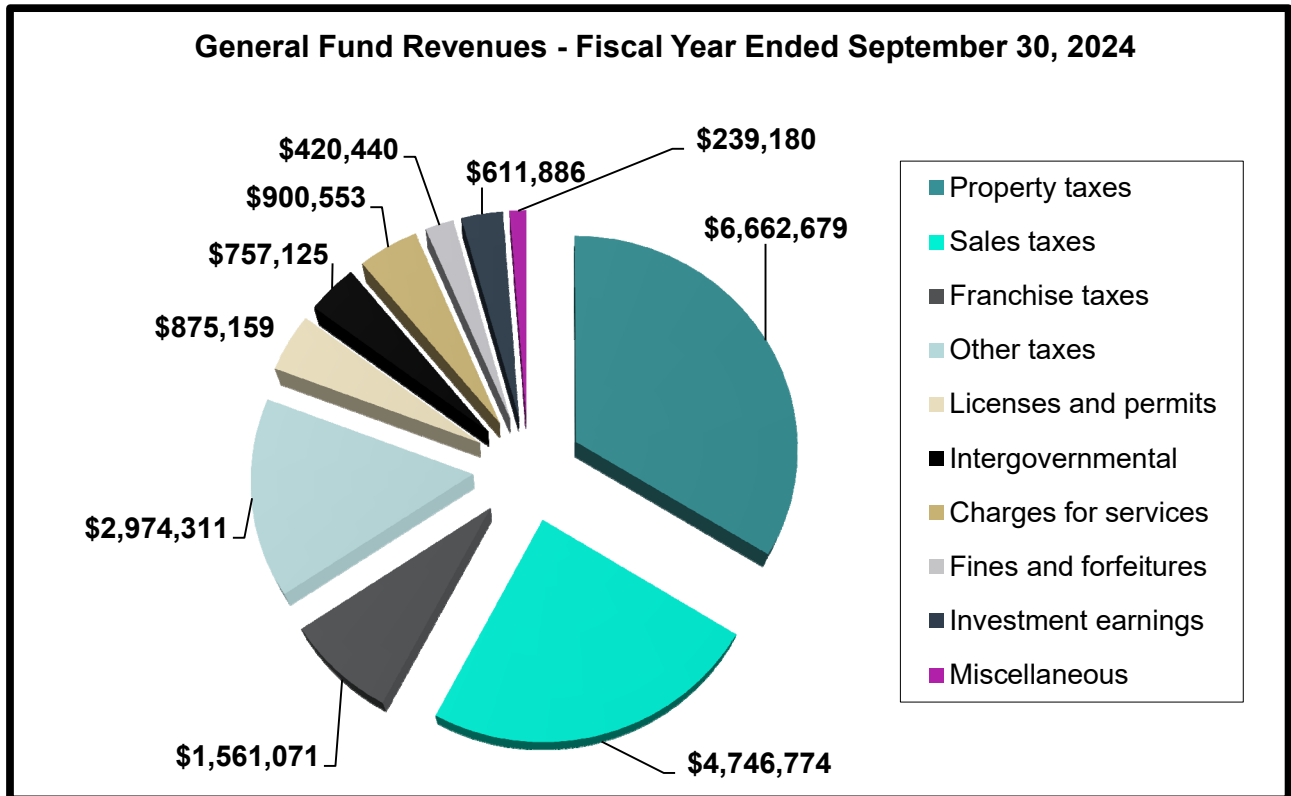
September 30, 2024

The *Statement of Activities* attempts to report expenses in the first column with direct offsetting program revenues to the adjacent columns to arrive a net cost of the functional areas of operation. General revenues (primarily property taxes and sales taxes) come to the rescue of the net cost functional areas resulting in the City reporting a change in net position of approximately \$6,100,000 for the fiscal year ended September 30, 2024.

General Fund

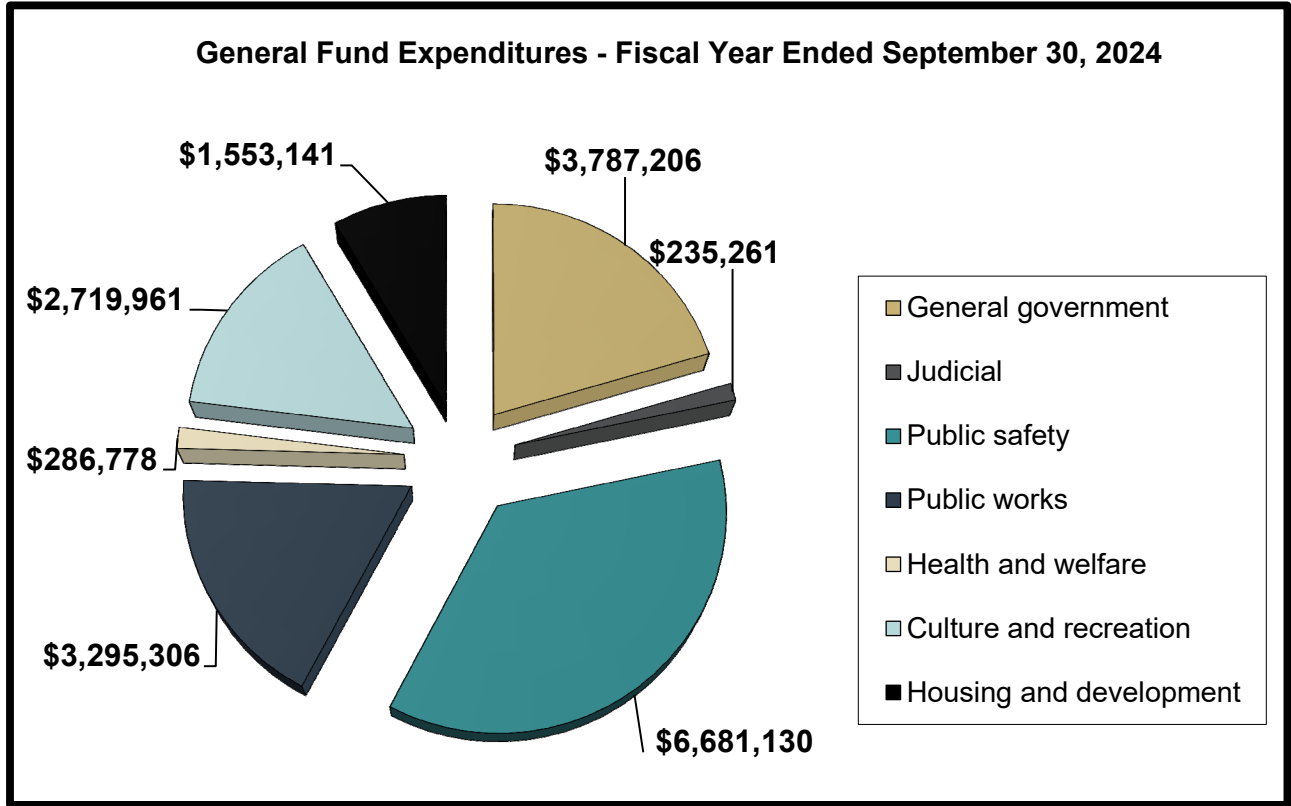
Of primary interest to the City is the **General Fund**, which accounts for the majority of revenues received and funds expended in the operations of the City, including general government activities, tax assessment and collection, courts and law enforcement, public safety, transportation and development, planning and zoning, libraries, parks and recreation, and health and welfare.

General Fund Revenues: The following chart depicts the primary revenue sources of the General Fund for the 2024 fiscal year. Property taxes represent a key component of revenue.



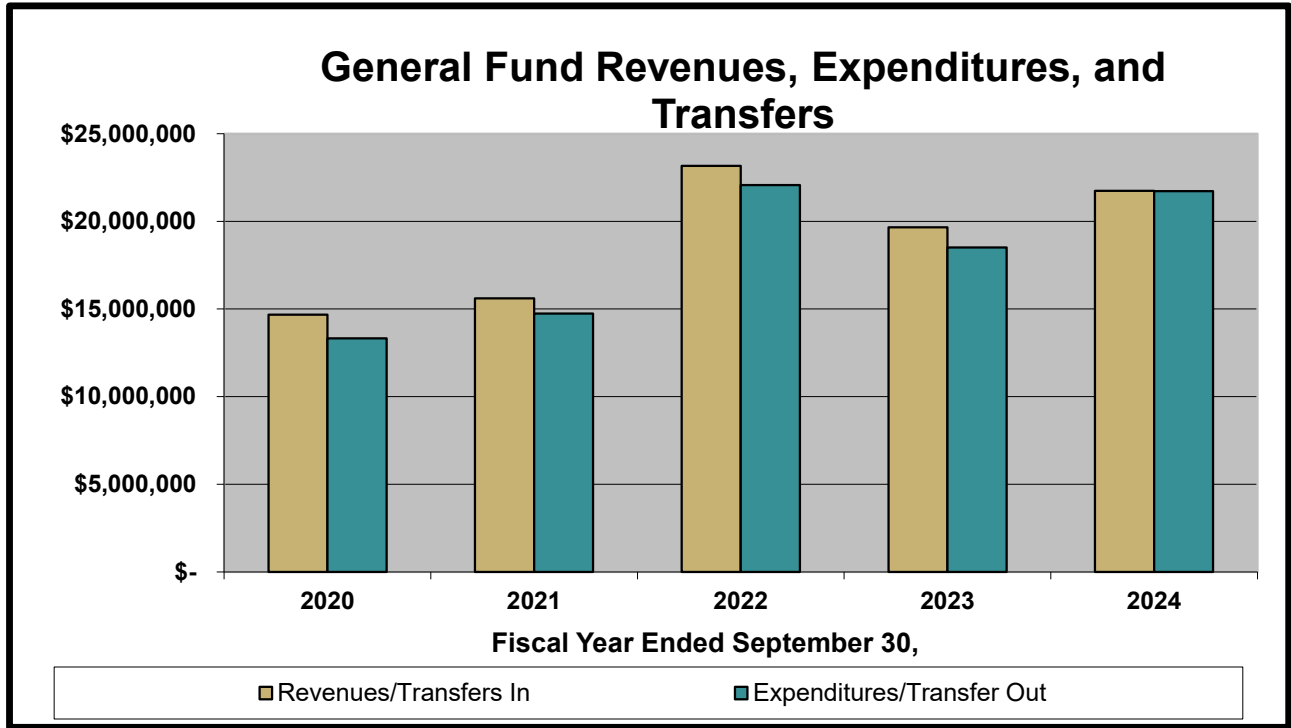
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General Fund Expenditures: The following chart presents the General Fund's expenditures by major function for the fiscal year ended September 30, 2024:



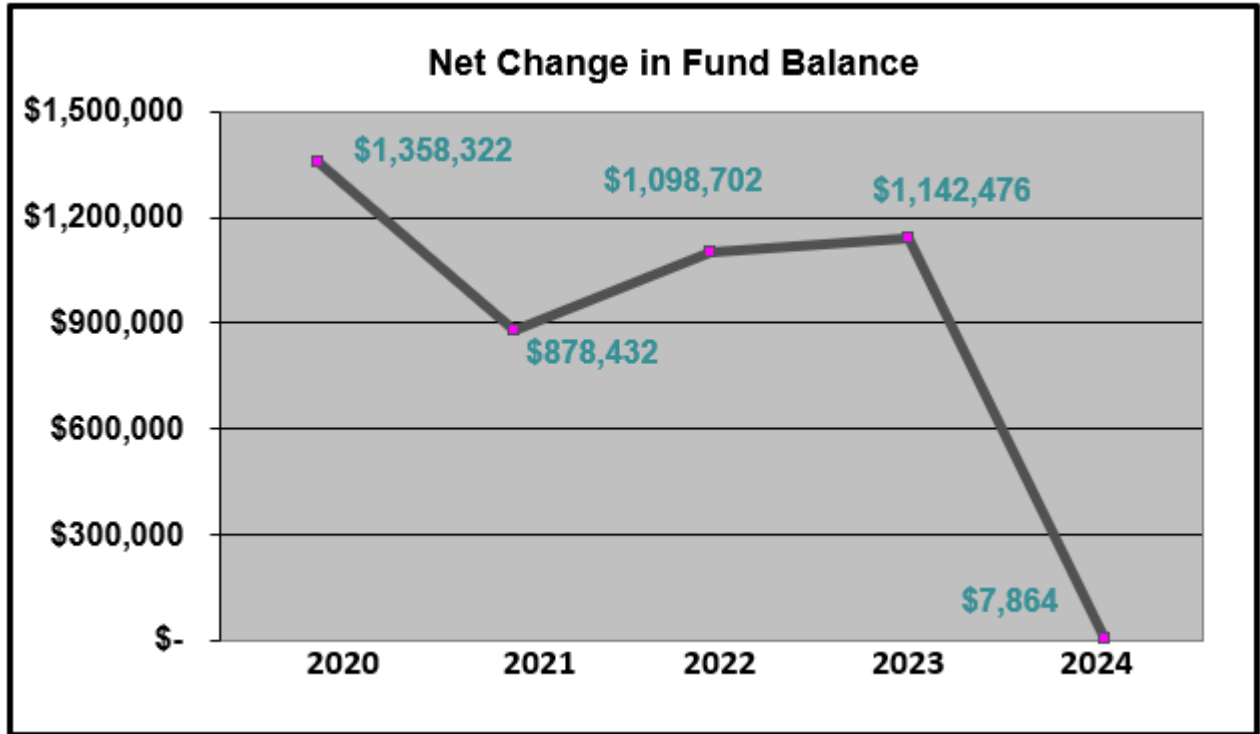
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The following chart demonstrates General Fund revenues versus expenditures for a five (5) year period:



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The following chart presents the annual net change in fund balance of the General Fund for the past five (5) fiscal years:

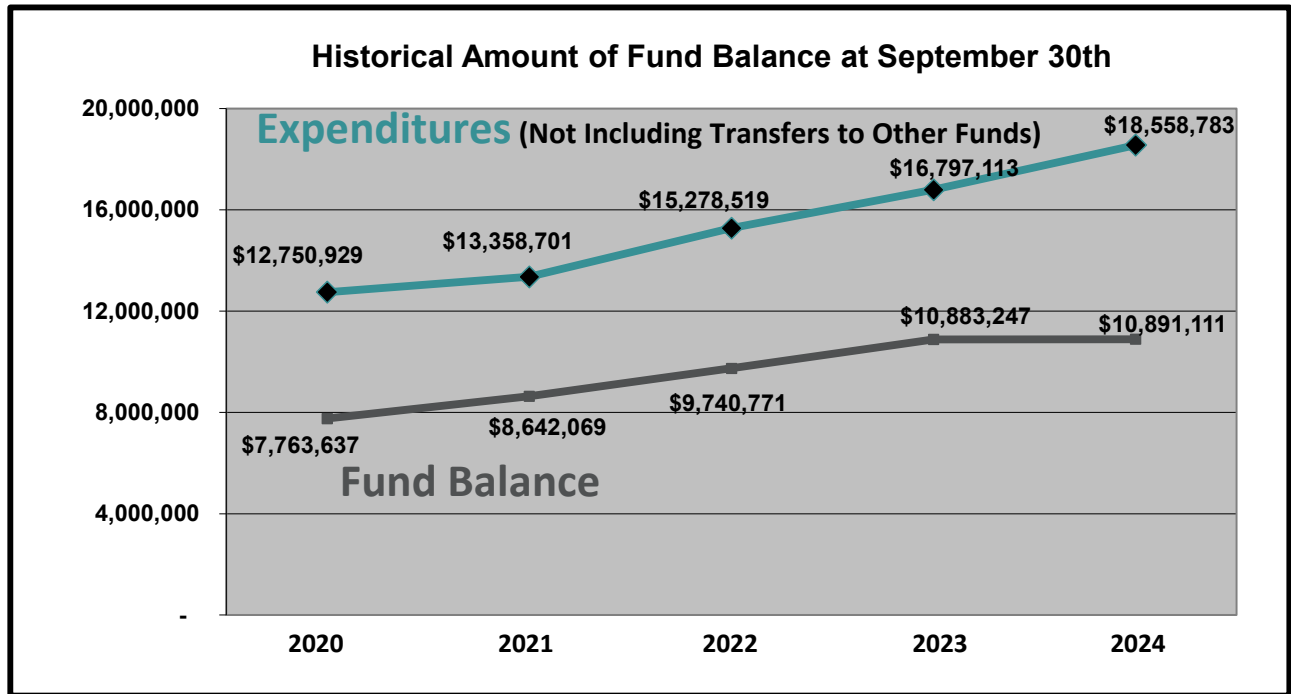


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The following graph reflects the overall financial strength of the City's General Fund as of each fiscal year ended September 30th for a five (5) year period. The wider the gap between expenditures and the fund balance, the less leverage the City has each year as it enters a new fiscal year.



As of September 30, 2024, the City reflected a fund balance that is available to cover approximately 214 days (7 - 8 months). You should note that this does not factor in any transfers out to other funds.

In observation of the above chart, the relationship of year-end fund balance as compared to each year's expenditures should be further considered. The following is the relative percentage of fund balance as compared to annual expenditures for each of the past five (5) fiscal years:

- 2020 = 52.9%
- 2021 = 55.4%
- 2022 = 42.0%
- 2023 = 55.4%
- 2024 = 50.1%

City of Villa Rica, Georgia

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The percentages noted above are indicative of the City's ability to be proactive with its initiatives and general operations, and also its ability to proceed into the new fiscal year with or without certain seasonal revenue streams. Of course, it is of great importance to further reflect that fund balance does not always equate to cash and investments. Fund balance is simply the difference in all assets (and deferred outflows) and all liabilities (and deferred inflows). Cash and investments are simply a component of this equation.

Other Governmental Funds

The City also maintains six (6) *special revenue funds*. These funds account for revenues derived from specific sources which are legally restricted to finance particular functions or activities. *Capital projects funds* are used to account for revenues and expenditures related to the renovation and/or construction of major capital assets. Seven (7) capital projects funds are maintained by the City. Additionally, the Villa Rica Public Facilities Authority is a blended component unit and presented as a governmental fund of the City.

Business-Type Funds

The City maintains three (3) *enterprise funds*, which are used to account for operations in a manner similar to private business enterprises. The enterprise funds maintained are the Water and Sewer Fund, the Solid Waste Fund, and the Stormwater Fund.

Business-Type Statement of Net Position

Assets: The City's assets and deferred outflows of resources recognized an increase during the year ended September 30, 2024. Assets and deferred outflows of resources increased approximately \$1,400,000 or 2.0% from \$68,900,000 to \$70,300,000. This increase can be attributed to the increase in cash and cash equivalents, as well as an increase in capital assets.

Liabilities: The City's liabilities and deferred inflows of resources increased during the year ended September 30, 2024. Total liabilities and deferred inflows of resources increased from approximately \$5,970,000 to \$6,600,000. The increase is primarily attributed to the increase in the City's notes payable.

Net Position: The City's net position increased from approximately \$63,000,000 to \$63,700,000. This increase is reconciled on the City's "Statement of Revenues, Expenses and Changes in Net Position." It should be noted that a very large portion of the City's net position is capital assets net of related debt. While the City is reflecting approximately \$63,700,000 in net position, only \$8,800,000 is unrestricted and considered available for operations. In the end, the statement of net position reflects the fact that the City has invested heavily in itself over the history of the organization.

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Business-Type Statement of Revenues, Expenses, and Changes in Net Position

Total operating revenues of the City's business-type funds increased from approximately \$12,000,000 to \$13,600,000. This represents growth of 14.0% vs. prior year's increase of 9.8%. Total operating expenses of the City increased from approximately \$9,100,000 to \$9,700,000. This represents growth of 6.2%, in line with prior year's growth of the same. The effect of the increased revenues and expenses resulted in an increase in operating income of approximately \$1,100,000 (or 39.6%) and ending at approximately \$3,900,000. Non-operating income (expense) reflects decreased investment income. The current year reflects net non-operating revenues of approximately \$304,000 in the current year vs. approximately \$355,000 in the prior year.

Business-Type Statement of Cash Flows

The statement of cash flows is a very important statement for any enterprise, and the City is no different.

The "cash flows from operating activities" is the most important element in the statement of cash flows, because it should be the operations of an entity that provides a substantial portion of the capital needed in a growth environment. This section of the statement begins with operating income (not net income as you see in the commercial sector).

The City has very good cash flows from operations. This has been true for the past several years. Such operating cash flows amounted to approximately \$9,500,000 for the year ended September 30, 2024. The City had approximately \$4,900,000 in operating cash flows in the prior fiscal year. The difference is the result of a significant decrease in accounts receivable

Further, the operating cash flows were used to fund certain significant capital and related financing activities:

- The City had cash outflows of approximately \$2,900,000 related to the purchase, construction, and installation of capital assets.
- The City had cash draws totaling approximately \$619,000 from its loans with the Georgia Environmental Finance Authority.
- The City was able to transfer out approximately \$4,000,000 to other funds, primarily to pay a portion of the debt service for the Villa Rica Public Facilities Authority bonds.

In conclusion, the City reflects an increase in cash and cash equivalents in the approximate amount of \$3,800,000 resulting in a balance of approximately \$9,300,000 at September 30, 2024.

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Footnotes

Note 1 – Accounting Policies: This footnote discusses the overall organization of the City, the nature of its operations, and the fact that it was created by the State of Georgia in 1845. This note also discloses pertinent information regarding the governing body of the City as well as its two component units.

This footnote continues by sharing with a reader of the financial statements the significant accounting policies and principles utilized in the preparation of the financial statements.

Note 2 – Reconciliation of Government-Wide Financial Statements and Fund Financial Statements: This footnote provides additional detailed information, that is not already shown within the financial statements themselves, on the differences between the City's fund level financial statements and its government-wide financial statements.

Note 3 – Legal Compliance – Budgets: This footnote discloses the City's procedures in establishing its annual budget and discloses excesses of actual expenditures over appropriations for the year, if any.

Note 4 – Deposits and Investments: The Governmental Accounting Standards Board (GASB) issued Statement No. 40, *Deposit and Investment Risk Disclosure*, an amendment of GASB Statement No. 3, which significantly changed the disclosure in the financial statements of the City related to deposits and investments. The disclosure addresses common deposit and investment risks related to credit risk, concentration of credit risk, interest rate risk, and foreign currency risk.

This footnote reflects the fact that the City maintained substantial amounts in Georgia Fund 1 and the Georgia Extended Asset Pool (GEAP) which are both managed by the State of Georgia's Office of Treasury and Fiscal Services.

Note 5 – Receivables: This footnote discloses the City's property tax calendar and detailed information on various receivable (and allowances for doubtful receivables) balances.

Note 6 – Capital Assets: This footnote discloses the City's capital asset activity and its related accumulated depreciation for the year.

Note 7 – Interfund Receivables, Payables, and Transfers: This footnote discloses detailed information on the City's interfund balances and transfers and the purpose of these balances and transactions.

Note 8 – Long-Term Debt: This footnote discloses the City's long-term debt activity for the year and other information and maturities for the revenue bonds and installment notes.

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Note 9 – Pension Plan: This footnote discloses the details of the City's Pension Plan.

Note 10 – Defined Contribution Plan: This footnote discloses the details of the City's Defined Contribution Plan.

Notes 11 – Risk Management: This footnote discloses the City's various risks of loss.

Note 12 – Commitments and Contingencies: This footnote discloses the outstanding commitments and contingencies of the City such as grant contingencies and outstanding contractual commitments.

Note 13 – Joint Ventures: This footnote discloses the City's relationship with the Northwest Georgia Regional Commission.

Note 14 – Hotel/Motel Tax: This footnote discloses the City's tax rate for hotel/motel taxes, along with the amounts and nature of these revenues and expenditures.

Note 15 – Tax Abatements: This footnote discloses the City's taxes that were forgone to encourage business development in the City.

Note 16 – Nonexchange Financial Guarantees: This footnote discloses the intergovernmental agreement with Carroll County and the issuance of the 2021 General Obligation Sales Tax Bonds. The City is required to cover any debt service in which annual sales and use tax proceeds do not cover.

COMPLIANCE REPORT

The financial report package contains one (1) compliance report.

Yellow Book Report: This compliance report is a report on our tests of the City's internal controls and compliance with laws, regulations, etc. The tests of internal controls were those we determined to be required as a basis for designing our financial statement auditing procedures. Such tests also considered the City's compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. In accordance with the respective standards, the report is **not** intended to provide an opinion, but to provide a form of negative assurance as to the City's internal controls and compliance with applicable rules and regulations.

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REQUIRED COMMUNICATIONS

**The Auditor's Responsibility Under *Government Auditing Standards*
and Auditing Standards Generally Accepted in the United States of America**

Our audit of the financial statements of City of Villa Rica, Georgia (the "City") for the year ended September 30, 2024, was conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether caused by error, fraudulent financial reporting, or misappropriation of assets. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. Accordingly, the audit was designed to obtain reasonable, rather than absolute, assurance about the financial statements. We believe our audit accomplishes that objective.

In accordance with *Government Auditing Standards*, we have also performed tests of controls and compliance with laws and regulations that contribute to the evidence supporting our opinion on the financial statements. However, they do not provide a basis for opining on the City's internal control or compliance with laws and regulations.

Accounting Policies

Management has the ultimate responsibility for the selection and use of appropriate accounting policies used by the City. In addition, there are several new accounting standards which will be required to be implemented in the coming years. These are discussed later in this document.

In considering the qualitative aspects of the City's accounting policies, we did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus. The City's policies relative to the timing of recording of transactions are consistent with GAAP and typical government organizations.

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Management's Judgments and Accounting Estimates

Accounting estimates are an integral part of the preparation of financial statements and are based upon management's current judgment. The process used by management encompasses their knowledge and experience about past and current events and certain assumptions about future events. Management has informed us they used all the relevant facts available to them at the time to make the best judgments about accounting estimates and we considered this information in the scope of our audit. We considered this information and the qualitative aspects of management's calculations in evaluating the City's significant accounting policies. Estimates significant to the financial statements include such items as: the estimated lives of depreciable assets; actuarial assumptions and concepts relative to the benefit plans; deferred revenues; valuation of financial and non-financial instruments; the estimated incurred-but-not-reported liabilities; conservation commitments; extraordinary items; and the estimated allowance for uncollectible accounts.

Financial Statement Disclosures

The footnote disclosures to the financial statements are also an integral part of the financial statements. The process used by management to accumulate the information included in the disclosures was the same process used in accumulating the financial statements, and the accounting policies described above are included in those disclosures. The overall neutrality, consistency, and clarity of the disclosures was considered as part our audit and in forming our opinion on the financial statements.

Significant Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management relating to the performance of the audit.

Disagreements with Management

We encountered no disagreements with Management over the application of significant accounting principles, the basis for Management's judgments on significant matters, the scope of the audit, or significant disclosures to be included in the financial statements.

Representation from Management

We requested written representations from management relating to the accuracy of information included in the financial statements and the completeness and accuracy of various information requested by us, during the audit. Management provided those written representations without a problem.

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Management's Consultations with Other Accountants

We are not aware of any consultations management had with other accountants about accounting or auditing matters.

Significant Issues Discussed with Management

There were no significant issues discussed with management related to business conditions, plans, or strategies that may have affected the risk of material misstatement of the financial statements. We are not aware of any consultations management had with us or other accountants about accounting or auditing matters. No major issues were discussed with management prior to our retention to perform the aforementioned audit.

Audit Adjustments

During our audit of the City's basic financial statements as of and for the year ended September 30, 2024, there were no audit adjustments proposed to the funds of the City other than those related to the net pension obligation.

Uncorrected Misstatements

We had two passed adjustments as a result of our audit procedures. An agreement for a copier met the criteria under GASB No. 87 as a lease. However, due to the present value of the total lease payments over the term of the agreement being immaterial, management elected not to record the activity as a lease liability under the provisions of GASB No. 87. Additionally, an adjustment was proposed to reduce the gain on disposal of capital assets in the City's governmental activities. This passed adjustment was the result of an error that arose in a prior year where accumulated depreciation was omitted from an asset transferred to business-type activities.

Independence

We are independent of the City, and all related organizations, in accordance with auditing standards promulgated by the American Institute of Public Accountants and *Government Auditing Standards*, issued by the Comptroller General of the United States.

Other Information in Documents Containing Audited Financial Statements

We are not aware of any other documents that contain the audited basic financial statements. If such documents were to be published, we would have a responsibility to determine that such financial information was not materially inconsistent with the audited statements of the City.

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Other Matters for Communication to the Board and Management

During our audit of the financial statements as of and for the year ended September 30, 2024, we noted other matters which we wish to communicate to you in an effort to keep the City abreast of accounting matters that could present challenges in financial reporting in future periods.

1) New Governmental Accounting Standards Board (GASB) Standards



As has been the case for the past 10 years, GASB has issued several other new pronouncements which will be effective in future years. The following is a brief summary of the new standards:

- a) Statement No. 101, *Compensated Absences*** was issued in June 2022 and is effective for fiscal years beginning after December 15, 2023, and all reporting periods thereafter.

This statement requires that liabilities for compensated absences be recognized for: (1) leave that has not been used and (2) leave that has been used but not yet paid in cash or settled through noncash means. A liability should be recognized for leave that has not been used if: (a) the leave is attributable to services already rendered, (b) the leave accumulates, and (c) the leave is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means. Leave is attributable to services already rendered when an employee has performed the services required to earn the leave. Leave that accumulates is carried forward from the reporting period in which it is earned to a future reporting period during which it may be used for time off or otherwise paid or settled. In estimating the leave that is more likely than not to be used or otherwise paid or settled, a government should consider relevant factors such as employment policies related to compensated absences and historical information about the use or payment of compensated absences. However, leave that is more likely than not to be settled through conversion to defined benefit postemployment benefits should not be included in a liability for compensated absences.

This statement requires that a liability for certain types of compensated absences—including parental leave, military leave, and jury duty leave—not be recognized until the leave commences. This statement also requires that a liability for specific types of compensated absences not be recognized until the leave is used.

This statement also establishes guidance for measuring a liability for leave that has not been used, generally using an employee's pay rate as of the date of the financial statements. A liability for leave that has been used but not yet paid or settled should be measured at the amount of the cash payment or noncash settlement to be made. Certain

City of Villa Rica, Georgia
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salary-related payments that are directly and incrementally associated with payments for leave also should be included in the measurement of the liabilities.

- b) Statement No. 102, *Certain Risk Disclosures*** was issued in December 2023 and is effective for fiscal years beginning after June 15, 2024, and all reporting periods thereafter.

This statement defines a concentration as a lack of diversity related to an aspect of a significant inflow of resources or outflow of resources. A constraint is a limitation imposed on a government by an external party or by formal action of the government's highest level of decision-making authority. Concentrations and constraints may limit a government's ability to acquire resources or control spending.

This statement requires a government to assess whether a concentration or constraint makes the primary government reporting unit or other reporting units that report a liability for revenue debt vulnerable to the risk of a substantial impact. Additionally, this statement requires a government to assess whether an event or events associated with a concentration or constraint that could cause the substantial impact have occurred, have begun to occur, or are more likely than not to begin to occur within 12 months of the date the financial statements are issued.

If a government determines that those criteria for disclosure have been met for a concentration or constraint, it should disclose information in notes to financial statements in sufficient detail to enable users of financial statements to understand the nature of the circumstances disclosed and the government's vulnerability to the risk of a substantial impact. The disclosure should include descriptions of the following:

- The concentration or constraint.
- Each event associated with the concentration or constraint that could cause a substantial impact if the event had occurred or had begun to occur prior to the issuance of the financial statements.
- Actions taken by the government prior to the issuance of the financial statements to mitigate the risk.

- c) Statement No. 103, *Financial Reporting Model Improvements*** was issued in April 2024 and is effective for fiscal years beginning after June 15, 2025, and all reporting periods thereafter.

The objective of this statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision

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making and assessing a government's accountability. This statement also addresses certain application issues.

Management's Discussion and Analysis

This statement continues the requirement that the basic financial statements be preceded by management's discussion and analysis (MD&A), which is presented as required supplementary information (RSI). MD&A provides an objective and easily readable analysis of the government's financial activities based on currently known facts, decisions, or conditions and presents comparisons between the current year and the prior year. This statement requires that the information presented in MD&A be limited to the related topics discussed in five sections: (1) Overview of the Financial Statements, (2) Financial Summary, (3) Detailed Analyses, (4) Significant Capital Asset and Long-Term Financing Activity, and (5) Currently Known Facts, Decisions, or Conditions. Furthermore, this statement stresses that the detailed analyses should explain why balances and results of operations changed rather than simply presenting the amounts or percentages by which they changed. This statement emphasizes that the analysis provided in MD&A should avoid unnecessary duplication by not repeating explanations that may be relevant to multiple sections and that "boilerplate" discussions should be avoided by presenting only the most relevant information, focused on the primary government. In addition, this statement continues the requirement that information included in MD&A distinguish between that of the primary government and its discretely presented component units.

Unusual or Infrequent Items

This statement describes unusual or infrequent items as transactions and other events that are either unusual in nature or infrequent in occurrence. Furthermore, governments are required to display the inflows and outflows related to each unusual or infrequent item separately as the last presented flow(s) of resources prior to the net change in resource flows in the government-wide, governmental fund, and proprietary fund statements of resource flows.

Presentation of the Proprietary Fund Statement of Revenues, Expenses, and Changes in Fund Net Position

This statement requires that the proprietary fund statement of revenues, expenses, and changes in fund net position continue to distinguish between operating and nonoperating revenues and expenses. Operating revenues and expenses are defined as revenues and expenses other than nonoperating revenues and expenses. Nonoperating revenues and expenses are defined as: (1) subsidies received and provided, (2) contributions to permanent and term endowments, (3) revenues and expenses related to financing, (4) resources from the disposal of capital assets and inventory, and (5) investment income and expenses.

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In addition to the subtotals currently required in a proprietary fund statement of revenues, expenses, and changes in fund net position, this statement requires that a subtotal for *operating income (loss) and noncapital subsidies* be presented before reporting other nonoperating revenues and expenses. Subsidies are defined as: (1) resources received from another party or fund (a) for which the proprietary fund does not provide goods and services to the other party or fund and (b) that directly or indirectly keep the proprietary fund's current or future fees and charges lower than they would be otherwise, (2) resources provided to another party or fund (a) for which the other party or fund does not provide goods and services to the proprietary fund and (b) that are recoverable through the proprietary fund's current or future pricing policies, and (3) all other transfers.

Major Component Unit Information

This statement requires governments to present each major component unit separately in the reporting entity's statement of net position and statement of activities if it does not reduce the readability of the statements. If the readability of those statements would be reduced, combining statements of major component units should be presented after the fund financial statements.

Budgetary Comparison Information

This statement requires governments to present budgetary comparison information using a single method of communication—RSI. Governments also are required to present: (1) variances between original and final budget amounts and (2) variances between final budget and actual amounts. An explanation of significant variances is required to be presented in notes to RSI.

d) Statement No. 104, *Disclosure of Certain Capital Assets*, was issued in September 2024 and is effective for fiscal years beginning after June 15, 2025, and all reporting periods thereafter. The objective of this statement is to clarify which types of capital assets must be disclosed separately in the notes to the financial statements as well as to establish disclosure requirements for capital assets that are held for sale.

The following types of capital assets should be disclosed separately in the capital asset rollforward in the notes to the financial statements:

- Lease assets reported in accordance with Statement No. 87 by major class of underlying asset.
- Intangible right-to-use assets recognized by an operator in accordance with Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, by major class of underlying public-public partnership asset.
- Subscription assets reported in accordance with Statement No. 96.

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- Intangible assets other than those three (3) items noted above; specifically, intangible assets that represent the right to use a type of underlying asset should not be disclosed in the same major class as any owned assets of that type.

In addition, the statement requires that a capital asset held for sale should continue to be reported in the capital asset rollforward within the appropriate major class of asset. However, a government should disclose the historical cost and accumulated depreciation, as of the financial statement date, of capital assets held for sale, by major class of asset. In order to be considered held for sale, the statement specifies that:

- A government has decided to pursue the sale of the asset; and
- It is probable (likely to occur) that the sale will be finalized within one year of the financial statement date.

e) Other Pending or Current GASB Projects. As noted by the numerous pronouncements issued by GASB over the past decade, the GASB continues to research various projects of interest to governmental units. Subjects of note include:

- **Going Concern Uncertainties and Severe Financial Stress** is a major project where the goal is to address issues related to disclosures regarding going concern uncertainties and severe financial stress. The project will consider: (1) improvements to existing guidance for going concern considerations to address diversity in practice and clarify the circumstances under which disclosure is appropriate, (2) developing a definition of severe financial stress and criteria for identifying when governments should disclose their exposure to severe financial stress, and (3) what information about a government's exposure to severe financial stress is necessary to disclose. This technical topic is being examined by the GASB due to a wide diversity in practice regarding required presentation on the face of the financial statements, disclosures, etc. A preliminary views document on this topic is expected by late 2024 with an exposure draft to follow in 2025.
- **Infrastructure Assets** is a project that will address issues related to accounting and financial reporting for infrastructure assets. The project will evaluate standard-setting options related to reporting infrastructure assets to make information: (1) more comparable across governments and more consistent over time, (2) more useful for making decisions and assessing government accountability, (3) more relevant to assessments of a government's economic condition, and (4) better reflect the capacity of those assets to provide service and how that capacity may change over time. Preliminary views document has been issued with comments due back to GASB by the end of January 2025.

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- **Subsequent Events—Reexamination of Statement No. 56** is a project that will improve the accounting and financial reporting for subsequent events. The project will reexamine existing requirements related to subsequent events in Statement No. 56, *Codification of Accounting and Financial Reporting Guidance Contained in the AICPA Statements on Auditing Standards*, to address issues related to: (1) confusion about and challenges associated with applying the existing standards, (2) inconsistency in practice in the information provided about subsequent events, and (3) the usefulness of the information provided about subsequent events. Exposure draft on this topic is expected by late 2024.
- **Revenue and Expense Recognition** is a major project where the overall objective is to develop a comprehensive, principles-based model that would establish categorization, recognition, and measurement guidance applicable to a wide range of revenue and expense transactions. Achieving that objective will include: (1) development of guidance applicable to topics for which existing guidance is limited, (2) improvement of existing guidance that has been identified as challenging to apply, (3) consideration of a performance obligation approach to the GASB's authoritative literature, and (4) assessment of existing and proposed guidance based on the conceptual framework. The expected outcome of the project is enhanced quality of information that users rely upon in making decisions and assessing accountability. The GASB is currently reviewing comments and other input received from the stakeholder community during the preliminary views stage that was completed in 2021. An exposure draft is expected in early 2025.

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FREE QUARTERLY CONTINUING EDUCATION
AND NEWSLETTERS FOR GOVERNMENTAL CLIENTS

Free Continuing Education. We provide free quarterly continuing education for all of our governmental clients. Each quarter, we pick a couple of significant topics tailored to be of interest to governmental entities, and offer the sessions several times per quarter at a variety of client provided locations resulting in greater networking among our governmental clients. We normally see approximately 100 people per quarter. We obtain the input and services of experienced outside speakers along with our in-house professionals.

"I've been a CPA for 32 years. Today's CPE class by Mauldin & Jenkins has been the best of my career". Terry Nall, CPA, City of Dunwoody (GA) Council Member

"They are always on top of new accounting pronouncements and provide training well before implementation deadlines. This is a very valuable resource for our organization". Laurie Puckett, CPA, CPFO, Gwinnett County (GA), Accounting Director

Examples of subjects addressed in past quarters include:

- Accounting for Debt Issuances
- Achieving Excellence in Financial Reporting
- Best Budgeting Practices, Policies and Processes
- Budget Preparation
- Capital Asset Accounting Processes and Controls
- Coaching and Mentoring
- Closing Out and Audit Preparation
- Collateralization of Deposits and Investments
- Component Units
- Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
- Cybersecurity Risk Management
- Detecting Fraud in Revenues and Expenditures
- Evaluating Financial and Non-Financial Health of a Local Government
- Financial Report Card – Where Does Your Government Stand?
- Financial Reporting Model Improvements
- GASB No. 74 & 75, New OPEB Standards
- GASB No. 77, Tax Abatement Disclosures
- GASB No. 84, Fiduciary Activities
- GASB No. 87, Leases

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- GASB No. 96, SBITAs
 - GASB No. 100, Accounting and Error Corrections
 - GASB No. 101, Compensated Absences
 - GASB No. 102, Certain Risk Disclosures
 - GASB Projects & Updates (ongoing and several sessions)
 - Grants (Accounting and Auditing)
- Human Capital Management
 - Information Technology (IT) Risk Management
 - Internal Controls Over Accounts Payable, Payroll and Cash Disbursements
 - Internal Controls Over Receivables & the Revenue Cycle
 - Legal Considerations for Debt Issuances & Disclosure Requirements
 - Navigating IRS Communications with Success
 - Policies and Procedures Manuals
 - Presenting Financial Information to Non-Financial People
 - Procurement Card Red Flags
 - Risk, Efficiency, & Effectiveness in Governments
 - Single Audits for Auditees
 - SPLOST Accounting, Reporting & Compliance
 - Uniform Grant Guidance

Governmental Newsletters. We periodically produce newsletters tailored to meet the needs of governments. The newsletters have addressed a variety of subjects and are intended to be timely in their subject matter. The newsletters are authored by Mauldin & Jenkins partners and managers and are not purchased from an outside agency. The newsletters are intended to keep you informed of current developments in the government finance environment.

In the past several years, the following topics have been addressed in our monthly newsletters:

- Are Your Government's Funds Secure?
- COVID-19 Updates (several)
- Cybersecurity Awareness
- Changes to FEMA's Disaster Recovery Grant Program
- Deposit Collateralization
- Employee vs Independent Contractor
- Escheat Laws on Unclaimed Property
- Federal Funding and Accountability Transparency Act

You are the best auditors I have ever worked with over my career. It is a big difference having a group that is dedicated to governmental accounting.

Wesley Ropp,
Charleston Water System,
Chief Financial Officer



City of Villa Rica, Georgia
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- Financial Data Transparency Act
- Forensic Audit or Financial Audit?
- Form PT 440
- GASB No. 72, Fair Value, It is Not Totally About Disclosure
- GASB No.'s 74 & 75, Other Post-Employment Benefits (OPEB)
- GASB No. 77, Abatements – Go Viral with GASB 77
- GASB No. 84 Fiduciary Activities (Series)
- GASB No. 87, Leases
- GASB No. 89, Accounting for Interest Cost Incurred Before the End of Construction
- GASB No. 91, Conduit Debt Obligations
- GASB No. 93, Replacement of Interbank Offered Rates
- GASB No. 100, Accounting Changes and Error Corrections
- General Data Protection Regulation (GDPR)
- GFOA announces new COA Submission Requirement
- Grants Management
- IRS Imposing ACA Penalties – Including to Governmental Entities
- OMB Compliance Supplements
- OPEB, What You Need to Know
- Public Funds and Secure Deposit Program
- Rotating or Not Rotating Auditors
- Property Tax Assessments
- Remote Auditing Best Practices
- Refunding Debt
- Sales & Use Taxes on Retail Sales of Jet Fuel
- Sales Tax Collections and Remittances by the State
- SAS Clarity Standards and Group Audits
- Single Audit, including Uniform Guidance (several)
- Social Security Administration (SSA) Incentive Payments
- Special Purpose Local Option Sales Taxes (SPLOST) Expenditures
- Subrecipient Risk Assessment Tool
- Supplemental Social Security for Inmates
- The New Tax Cuts and Jobs Act – Impact on Bond Refunding
- Uniform Guidance & New Procurement Requirements
- What's Happening with Property Tax Assessments

Communication. In an effort to better communicate our free continuing education plans and newsletters, please email Meredith Black at mblack@micpa.com (send corresponding copy to rwjones@micpa.com), and provide individual names, mailing addresses, email addresses, and phone numbers of anyone you wish to participate and be included in our database.

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Governmental Advisory Services

Beyond traditional audit and accounting services and IT services, we provide advisory services that are wide-ranging in nature. Our experienced government advisory team helps governments, governmental agencies, and special purpose governmental organizations balance fiscal responsibility with the latest business strategies to achieve targeted and overarching objectives. Our advisory services can be summarized via the following bubbles.



David Roberts
Partner, Governmental Advisory Services

David Roberts has more than 22 years of experience as a consultant and trusted advisor providing operational and/or organizational assessments and similar transformational projects for federal, state, and local governments across the country. David's experience includes leading numerous enterprise-wide/departmental/functional assessments and transformations over his career measuring the efficiency and effectiveness of organizational structures and culture, performance management, technology systems and strategies, staffing models, service delivery models, and customer satisfaction.



David helps his clients turn visions and goals into reality. He has helped multiple clients win national government industry awards for innovation, transformation, and cost savings.

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David leads our Government Advisory practice, where he focuses on helping governments and individual agencies fulfill and exceed their financial, operational, and regulatory obligations to the public.

David has completed hundreds of projects over his career. Below are representative sample management consulting projects demonstrating David's depth and breadth completed within the past 12 months:

Operational and Performance Assessment – Walton County, Georgia

David led a multidepartment Operational and Performance Assessment for Walton County. The scope included assessing organizational structure, operational efficiency, staffing levels and resource utilization, comparison to leading practices, and observations and recommendations to assist the County in achieving the desired future state. The final report included numerous observations with associated recommendations and a detailed Roadmap/Implementation Plan.

Outsourcing Feasibility Study – City of Rocky Mount, North Carolina

David led a feasibility study for the City of Rocky Mount to assess its current service delivery model for providing parks maintenance and landscaping services. City operations used a hybrid model of both internal resources and third-party contractors to provide parks maintenance and landscaping. The project evaluated the pros and cons (both financial and non-financial) of: 1) maintaining the hybrid model, 2) performing all services in-house, and 3) performing all services externally.

Finance Functional Assessment – Richland County Library, South Carolina

David led a functional assessment of the Library's finance department. The project consisted of understanding the current state – current service provision, performance, workflow, business processes, internal controls, organizational structure, reporting, and communications. The current state was compared to leading practices and gaps were identified. An implementation roadmap was created that aligned recommendations to leaderships' vision to help the organization achieve its desired future state.

Technology Utilization Assessment – Mt. Pleasant Waterworks, South Carolina

David led an objective evaluation of the organization's system usage and governance related to the existing financial system (Microsoft Dynamics) and the existing workorder management system (Maximo). The organization wanted to maximize the efficiency and effectiveness of both systems while maintaining internal controls and system of record. The project consisted of numerous interviews, data review, system mapping, and a collaborative workshop among stakeholders to define a future state.

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Grant Compliance Audit – Decide DeKalb, Georgia

David led a Grant Compliance Assessment of various development projects for Decide DeKalb. The project reviewed the established grant and contractual criteria to be maintained by developers and compared with tenant information related to low income occupants. The project identified areas of compliance, non-compliance, and recommendations for remediation.

Forensic Audit – Confidential City

David led a forensic investigation into questionable cash management activity for a City Parks and Recreation department. The project reviewed bank account activity, cancelled checks, cash withdrawals, and purchased item documentation as well as conducted interviews with account cardholders to determine the collection, handling, and use of several hundred thousand dollars collected in fees, sponsorships, and contributions made to the City. Numerous observations and corresponding recommendations were developed to enhance internal controls, written policies, and procedures to correct conflicts of interest, mishandling of funds, and misappropriation of funds.

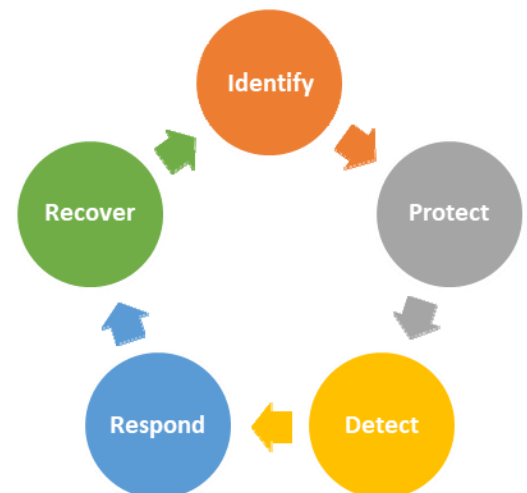
Governmental IT Solutions

Beyond traditional audit and accounting services, Mauldin & Jenkins performs various IT attestation and non-attestation services. The following are three such services.

Cybersecurity Framework Engagements

With governments dealing with IT ransoms, cybersecurity is one of the top issues on the minds of nearly every government (large and small). Managing this business issue is especially challenging. A government with a highly mature cybersecurity risk management program still has a residual risk that a material cybersecurity breach could occur and not be detected in a timely manner.

Services can be provided via: 1) attestation engagements or 2) consulting engagements. The AICPA has established standards for performing attestation engagements in this arena with the issuance of the SOC for Cybersecurity as part of its suite of System and Organization Controls (SOC) reporting. Consulting services can be provided while not compromising auditor independence.



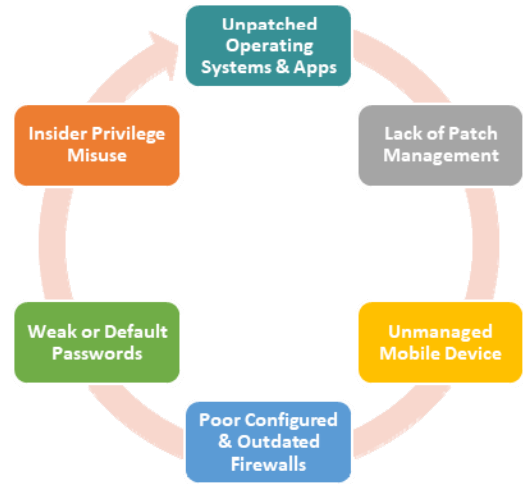
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System Vulnerability Assessments Engagements

This is the process of defining, identifying, classifying, and prioritizing vulnerabilities in computer systems, applications, and network infrastructures, and providing an assessment with necessary knowledge, awareness, and risks to understand the threats to determine appropriate reactions. Using specialized tools and applications, we can access networks to scan with automated tools and interrogate every device connected to network with the objective of searching for misconfigurations, unsupported software, missing software updates and patches, etc.



Penetration Testing Engagements

This is the practice of testing a computer system to find security vulnerabilities that a hacker/attacker could exploit using automation or manual applications. The process involves gathering information about the target before the test, identifying possible entry points, attempting to break in – actually or virtually – and reporting back the findings. Tests come from external or internal angles of entry. Our main objective is to identify security weaknesses. Penetration testing can also be used to: test an organization's security policy; its adherence to compliance requirements; its employees' security awareness; and, the government's ability to identify and respond to security incidents.



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CLOSING

This information is intended solely for the use of the City's management, and others within the City's organization and is not intended to be and should not be used by anyone other than these specified parties.

We appreciate the opportunity to serve City of Villa Rica, Georgia and look forward to serving the City in the future. Thank you.





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Douglas County Tax Collection Intergovernmental Agreement
AGENDA DATE: 03/11/25

DATE PREPARED: 02/25/25
PREPARED BY: Jennifer Hallman, Interim Deputy City Manager/CFO

AMOUNT: Estimated \$16,000
GL ACCOUNT #: 100-1510-571005
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: To approve the intergovernmental agreement with Douglas County for tax collection through the Tax Commissioner's office.

BACKGROUND:

There is an intergovernmental agreement between Villa Rica and Douglas County for the collection of municipal ad valorem taxes. The City pays \$2 per parcel to the County and \$2 per parcel to the Tax Commissioner. This is a renewal agreement with the same rate per parcel.

STAFF RECOMMENDATION: To approve intergovernmental agreement for tax collection.

MOTION: I move to approve the tax collection intergovernmental agreement with Douglas County and authorize the Mayor and City Clerk to execute the agreement.

STATE OF GEORGIA
COUNTY OF DOUGLAS

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ 2025, by and between the City of Villa Rica, Georgia, a Georgia Municipal Corporation (hereinafter referred to in this Agreement as "City"), and Douglas County, Georgia, (hereinafter referred to in this agreement as "County"), pursuant to the authority granted in the Georgia Constitution, Article IX, Subsection 3, Paragraph I and O.C.G.A. 48-5-359.1.

WITNESSETH THAT:

WHEREAS, City has need for billing and collecting of municipal ad valorem taxes and desires that such service of billing and collecting of municipal ad valorem tax payments be done through the County Tax Commissioner's Office in the same manner as the County ad valorem taxes are billed and collected; and

WHEREAS, the County is engaged in the billing and the collection of County ad valorem taxes and is agreeable to performing these services for the City as hereinafter outlined and upon the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of one (\$1.00) dollar, the receipt of which is hereby acknowledged and other valuable consideration, it is hereby agreed between the parties as follows:

1. Covenants and Agreements of County
 - A. This agreement shall commence on January 1, 2025. It shall automatically renew on an annual basis for subsequent years unless terminated by either party upon ninety (90) days written notice prior to the renewal date.
 - B. City shall pay to Douglas County a fee of four dollars (\$4.00) for each bill sent to an owner of property within the City of Villa Rica ("Billing Rate.") Such compensation shall be further subdivided by the County Tax Commissioner two dollars (\$2.00) and Douglas County two dollars (\$2.00) for each bill. This payment is substantially approximate to the cost to the County of providing this service and is compensation to the Tax Commissioner for the additional responsibility. This payment shall be rendered to the Tax Commissioner annually at the time the Tax Commissioner complies the tax digest for the City and the digest is approved by the State of Georgia. The City will pay the Tax Commissioner once the GDOR approval memo and invoice are emailed to the City's Finance Department.

- C. County shall bill each owner of property located within the City of Villa Rica and Douglas County for ad valorem taxes in accordance with the millage rate as may be determined by the City Council. The County shall supply to the City a list of all property owners billed and the amount billed at the time the tax digest is prepared and shall remit to the City all amounts collected on a weekly basis.
- D. The County shall have the authority to invoke any remedy permitted to the City for collection of said taxes.
- E. County shall furnish and maintain adequate and competent equipment to generate and store necessary billing documents.
- F. County shall employ and equip adequate staff capable of performing the duties assigned to them by County.
- G. Any subcontracted portion of this agreement by the County shall be done at no further cost to the City.

2. Mutual Agreements:

- A. County shall maintain adequate records showing each billed person's address and the amount of billing and collection and shall make the same available to the City for it to determine the accuracy of billing and collection.
- B. Notwithstanding any other provision of this agreement, either party may terminate this agreement by giving ninety (90) days written notice to the other party. If notice of other party is given by either party during an active billing cycle in which the municipal taxes have already been applied to the county tax bills, then such termination will not occur until January 1st of the succeeding year.
- C. Mayor and Council of the City of Villa Rica shall have the sole authority to set the millage rate for ad valorem taxes for the City of Villa Rica. However, the yearly millage rate must be provided the Tax Commissioner on a timely basis so as to not delay the mailing of tax notices.

This agreement supersedes all prior agreements related to the subject matter hereof. Notwithstanding anything herein to the contrary, this Agreement shall not affect the parties' Service Delivery Agreement, except as specifically provided herein. The parties acknowledge that the County will be allowed to change the Billing Rate during the term hereof only by mutual written agreement by the parties hereto.

IN WITNESS WHEREOF the City and County have caused these presents to be signed by their proper authorities and the City and County seals to be affixed hereto as of the day and year first above written.

DOUGLAS COUNTY BOARD OF COMMISSIONERS

Dr. Romana Jackson
Chairman

Greg Boyd
Tax Commissioner

Attest:
[Signature]
County Clerk (seal)



CITY OF VILLA RICA

Mayor

Attest:

City Clerk (seal)



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approval of Intergovernmental Agreement with Douglas County for Elections

AGENDA DATE: March 11, 2025

DATE PREPARED: March 3, 2025

PREPARED BY: Theresa Campbell, City Clerk

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: The City of Villa Rica has an Intergovernmental Agreement with each of the counties in which the city is located for the purpose of Elections. The most recent Intergovernmental Agreement regarding elections is from 2015. Douglas County has requested an updated Intergovernmental Agreement.

STAFF RECOMMENDATION: Staff and the City Attorneys have reviewed the proposed Intergovernmental Agreement between the City of Villa Rica and Douglas County. Based on the fact that the proposed Agreement maintains the existing terms of service between the City and the County with the addition of a specified \$3.00 per registered voter within the limits of Douglas County charge. In the most recent election in 2023 there were approximately 6,500 registered voters residing in the Douglas County portion of Villa Rica which would have totaled \$19,500.00 with this agreement in place. Douglas County billed \$21,797.00 for the November 2023 election and \$13,844.92 for the 2023 runoff. Staff recommends that the proposed Intergovernmental Agreement be approved.

MOTION: I move to approve the Intergovernmental Agreement between the City of Villa Rica and Douglas County regarding elections as attached hereto and further authorize the Mayor to execute the same.

**STATE OF GEORGIA
DOUGLAS COUNTY**

AGREEMENT TO CONDUCT ELECTION

THIS AGREEMENT is entered into this 13 day of Feb., 2025, by and between the **City of Villa Rica, Georgia**, a municipal corporation lying partially within the County of Douglas, Georgia (hereinafter referred to as the "City"), **Douglas County, Georgia**, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (hereinafter referred to as the "County" and Douglas County Board of Elections and Registration (hereinafter the "Douglas Elections Board").

WITNESSETH:

WHEREAS, the City, in the performance of its governmental functions, will hold the municipal election(s) hereinafter described; and

WHEREAS, the City of Villa Rica lies in both Carroll County and Douglas County, Georgia and has a significant number of residents and registered voters located in both counties; and

WHEREAS, under the provisions of the Georgia Election Code, particularly Section 21-2-45(c) of the Official Code of Georgia Annotated (O.C.G.A.), the City may, by ordinance, authorize the Counties to conduct its elections, and the City has heretofore adopted such an ordinance; and

WHEREAS, the County, through its Board of Elections and Registration, has the expertise and resources necessary to conduct such elections; and

WHEREAS, the Douglas Elections Board has jurisdiction over the conduct of primaries and elections and the registration of electors in their respective Counties; and

WHEREAS, the Douglas Elections Board has discussed and agreed to recommend to each respective County that it enter into an Agreement with the City for providing the services of each Elections Board to properly conduct municipal elections pursuant to the applicable laws of the State of Georgia; and

WHEREAS, both the City and the County desire to enter into this Agreement to set forth their respective responsibilities for conducting the 2025 municipal elections for the City of Villa Rica, including any general, special, or runoff elections, and any subsequent elections thereafter.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. Purpose and Scope

This Agreement shall govern the conduct of all elections held by the City in 2025 and subsequent years, including any general, special, or runoff elections (collectively referred to as the "Election").

2. Responsibilities of the Counties

The Douglas County Board of Elections and Registration , for that portion of the City located in Douglas County, shall:

- a. Perform any and all functions necessary to conduct Elections, including, but not limited to, voter registration, absentee ballot administration, early voting, polling place management, election day operations, and tabulation of results.
 - b. Provide all election equipment, supplies, and personnel required to conduct the Election, including voting machines, ballot scanners, and ballots.
 - c. Administer all absentee ballots on behalf of the City in accordance with state and federal laws.
 - d. Publish all legally required notices of the Election on behalf of the City.
 - e. Certify the election results to the Secretary of State.
 - f. Handle all duties and responsibilities listed in sections a-e for City voters residing in Douglas County.
-

3. Responsibilities of the City

The City shall:

- a. Provide the County with timely and accurate information regarding the Election, including, but not limited to the names of candidates, referenda, or other matters to appear on the ballot.
 - b. Ensure the adoption of any ordinances or resolutions necessary to authorize the County to conduct the Election on its behalf.
 - c. Collect all fees and ensure that all candidates are qualified pursuant to O.C.G.A. §21-2-70.
-

4. Cost of Services

- a. The City agrees to reimburse the County for all costs incurred in conducting the Election at a rate of **\$3.00 per registered voter that resides within the Douglas County portion of the City of Villa Rica** as of the date of the Election.
 - b. The County shall provide the City with a statement of costs within ninety (90) days following the conclusion of the Election. The City shall remit payment to the County within thirty (30) days of receiving the statement.
-

5. Legal Representation

The City agrees to indemnify and hold harmless the County, its officers, employees, and agents from and against any claims, liabilities, damages, or expenses arising out of or in connection with the conduct of the Election, except for claims arising from the negligence or willful misconduct of the County. Should the County be served and named with suit for any matter arising out of providing the services contemplated in this Agreement, the County Attorney and the City Attorney shall coordinate defense.

6. Compliance with Laws

The County shall conduct the Election in accordance with the Georgia Election Code, the Americans with Disabilities Act (ADA), the Voting Rights Act, and all other applicable state and federal laws. It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

7. Term and Termination

This Agreement shall commence on the date of execution and shall remain in effect through December 31, 2025. It shall automatically renew on an annual basis for subsequent elections unless terminated by either party upon sixty (60) days' written notice prior to the renewal date.

8. Entire Agreement

This Agreement constitutes the entire understanding between the City and the County regarding the conduct of elections and supersedes all prior agreements, representations, or understandings. Any amendments or modifications must be in writing and signed by authorized representatives of both parties.

9. Authorization

The Board of Commissioners have reviewed and approved this Agreement and has authorized its Chairman, the Douglas County Board of Elections and Registration Chair and the Douglas County Director of Elections to execute any ancillary documents required to conduct the municipal election.

10. Notices

All required notices shall be given by certified first class U.S. Mail, return receipt requested. Future changes in address shall be effective upon written notice being given via certified first-class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

Douglas County:

Douglas County Board of Commissioners
Attn: Dr. Romona Jackson Jones
8700 Hospital Dr.
Douglasville, GA 30134

Villa Rica:

City of Villa Rica
Attn: Diana DeSanto, Interim City Manager
571 W. Bankhead Hwy.,
Villa Rica, GA 30180

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written:

CITY OF VILLA RICA, GEORGIA

By: _____

Leslie McPherson, Mayor

Date: _____

Attest:

City Clerk

DOUGLAS COUNTY, GEORGIA

By: Dr. Romona Jackson Jones

Dr. Romona Jackson Jones, Chair, Board of Commissioners

Date: 2/13/25

Attest:

Shari Mathis

Deputy

County Clerk


DOUGLAS COUNTY BOARD OF ELECTIONS AND REGISTRATION

By: 

Myesha Good, Chair

Date: 2-13-25

DOUGLAS COUNTY DIRECTOR OF ELECTIONS

By: 

Milton D. Kidd, Director of Elections

Date: 2-17-25

INTERGOVERNMENTAL AGREEMENT

This Agreement is made on this 2nd day of June, 2015 by and between the Election Superintendent of Douglas County, the Election Superintendent of Carroll County and the City of Villa Rica (sometimes referred to as the "City") with the approval of the Board of Commissioners of Douglas and Carroll Counties.

WHEREAS, the City of Villa Rica lies in both Carroll County and Douglas County, Georgia and has a significant number of residents and registered voters located in both counties; and

WHEREAS, the parties desire to accommodate the aforesaid registered voters of the City of Villa Rica in voting in municipal elections; and

WHEREAS, the parties desire to set forth the terms and conditions of the Agreement concerning the provision of said services;

NOW THEREFORE, it is hereby agreed as follows:

1.

This Agreement shall govern the conduct of elections hereinafter referred to as the "Election" including any and all general, special, or run-off elections or any other election which may be necessary.

2.

The Election Superintendents of Douglas and Carroll Counties will conduct any and all elections for the City which may be required or authorized by law within the City of Villa Rica in their respective counties.

3.

The Carroll County Election Superintendent will conduct municipal elections in

Villa Rica in all municipal elections, permitted or required by law for that portion of the City located in Carroll County. The Douglas County Election Superintendent will conduct municipal elections in Villa Rica in all municipal elections permitted or required by law for that portion of the City located in Douglas County. Both County Election Superintendents shall freely have the right to move polling places at their discretion as permitted by law.

4.

In the event the City of Villa Rica conducts an election or ballot referendum and there is no county-wide election in either Carroll County or Douglas County, all the costs of the City's election shall be borne by the City of Villa Rica.

5.

In order to consolidate the vote totals for City of Villa Rica municipal elections, the Douglas County Superintendent will provide the results of Villa Rica City elections from Douglas County polling places to the Carroll County Election Superintendent. The Carroll County Election Superintendent will add the results from Douglas County polling places with the results from Carroll County and provide the combined results to the City of Villa Rica.

6.

In the event there are only municipal elections held simultaneously, each City shall pay costs of the Election associated with conducting the Election at city polling places to Douglas County based on the percentage of registered voters in each City, specifically 83.22% in the City of Douglasville and 16.78% in the portion of the City of Villa Rica located in Douglas County.

7.

The City shall indemnify and hold each County and each Board of Elections harmless from any and all claims made concerning or resulting from any election conducted pursuant to the terms of this Agreement including, but not limited to, all claims made contesting any aspect of a given election, except claims alleging the intentional or willful acts of agents or employees of the County or Board of Elections in connection with any election held pursuant to this Agreement.

8.

All legal services and defenses of litigation required by the Board of Elections or one acting on behalf of the Board of Elections arising from the municipal election held pursuant to this contract shall be furnished by the City Attorney for the City. Should the City Attorney, for any reason, fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the County Attorney at the expense of the City. All requests for legal assistance by the Carroll County Board of Elections or the Douglas County Board of Elections from the City Attorney to provide such services shall be communicated in writing before the City will be obligated to pay for legal services under this Paragraph. Provided, however, that failure of the City Attorney to respond to a request made hereunder, within a reasonable time, shall be deemed to be a refusal to furnish such services. The Board of Elections shall notify the City in writing of its determination that the City has failed to respond in a timely manner before incurring legal fees on its own behalf for which the City shall be responsible.

9.

The parties may modify this Agreement in writing by having a modification

signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. 50-14-1, et seq.

10.

This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

11.

The purpose of this Agreement is to provide services to the residents of the City of Villa Rica who reside in both Carroll and Douglas Counties. If there is any disagreement concerning the terms or conditions of the performance of the service, it is anticipated that the parties will diligently work to resolve such issues for the benefit of the citizens.

12.

The term of this Agreement shall be for one (1) year from the date of execution. The term shall automatically renew each year for a period of one (1) year until terminated by any party as provided below.

13.

Any party may terminate this Agreement by giving the other parties written notice of the termination at any time. The termination shall not become effective, however, until after the next regularly scheduled municipal election, if said election is within six (6) months of delivery of notice of termination. If the Notice of Termination is given prior to six (6) months before a scheduled municipal election, the termination shall become effective immediately.

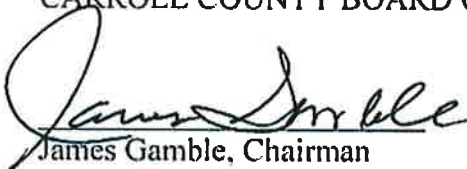
IT IS SO AGREED this 24 day of June, 2015.

DOUGLAS COUNTY BOARD OF ELECTIONS AND REGISTRATION



Bob Camp, Chairman

CARROLL COUNTY BOARD OF ELECTIONS AND REGISTRATION



James Gamble, Chairman

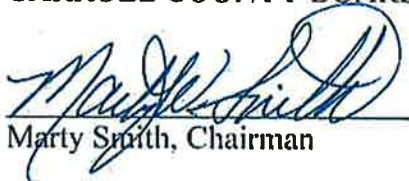
Approved by:

DOUGLAS COUNTY BOARD OF COMMISSIONERS



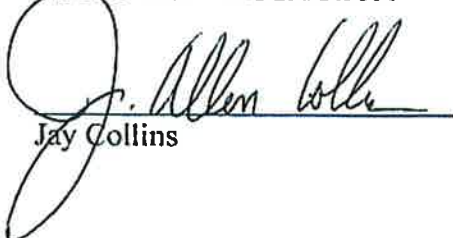
Tom Worthan, Chairman

CARROLL COUNTY BOARD OF COMMISSIONERS



Marty Smith, Chairman

MAYOR OF VILLA RICA



Jay Collins

Location	Poll Managers	Poll Manager Pay (Dail Assistant Managers	
New Courthouse	1	\$128.00	2
Old Courthouse	0	\$0.00	0
Dog River	0	\$0.00	0
Lithia SC	0	\$0.00	0
Woodie Fite SC	0	\$0.00	0
Boundary Waters	0	\$0.00	0
Deer Lick	0	\$0.00	0
Total	<u>1</u>	<u>\$128.00</u>	<u>2</u>

Assistant Manager Pay (Dail Poll Workers	Poll Worker Pay (Dail Poll Officials	Days of Voting		
\$124.00	2	\$120.00	5	5
\$0.00	0	\$0.00	0	0
\$0.00	0	\$0.00	0	0
\$0.00	0	\$0.00	0	0
\$0.00	0	\$0.00	0	0
\$0.00	0	\$0.00	0	0
\$0.00	0	\$0.00	0	0
\$124.00	2	\$120.00	5	

Precinct	Poll Managers	Poll Manager Pay	Assistant Managers
Mirror Lake	1	\$356.00	2
Dog River	0	\$356.00	0
Ephesus	0	\$356.00	0
Prays Mill	0	\$356.00	0
First Baptist Lithia	0	\$356.00	0
Deer Lick Park	0	\$356.00	0
Beulah	0	\$356.00	0
Dorsett Shoals	0	\$356.00	0
Church @ Chapel Hill	0	\$356.00	0
St. Julian's	0	\$356.00	0
First Baptist Douglasville	0	\$356.00	0
Bright Star	0	\$356.00	0
Factory Shoals	0	\$356.00	0
Winston	0	\$356.00	0
Atlanta West	0	\$356.00	0
Turner	0	\$356.00	0
Lithia HS	0	\$356.00	0
Golden	0	\$356.00	0
Old Courthouse	0	\$356.00	0
Stewart	0	\$356.00	0
Arbor Station	0	\$356.00	0
Chapel Hill Middle	0	\$356.00	0
Chestnut Log	0	\$356.00	0
Lutheran	0	\$356.00	0
Boundary Waters	0	\$356.00	0
TOTAL			

Role	Number	Hourly Rate	Hours Worked	Total Cost
Driver	2	\$25.00	10	\$500.00
L&A Tech	4	\$15.00	60	\$3,600.00
Temporary Office St	4	\$15.00	80	\$4,800.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL				\$8,900.00

Advertisement

L&A Notice 0

Vehicle

Type	Quantity
County Loaner	
Box Truck	
SUVs	

Ballots

Type	Quantity	Cost
Ballot printing	25	\$9.25
Ballot mailing	5	\$4.05

Mailing

e Rentals

Days	Rate	Cost
		0 \$0.00
		0 \$0.00

Print Jobs

Type	Quantity	Cost
Color (f)	0	\$0.00
Color (f/b)		\$0.00
B&W (f)	200	\$4.62
B&W (f/b)	0	\$0.00

Total

\$4.62

Element	Cost
Polling Place Staffing (AV & ED)	\$4,927.00
Auxiliary Staffing	\$8,900.00
Miscellaneous Costs	\$17.92

Total **\$13,844.92**

Location	Poll Managers	Poll Manager Pay (Dail Assistant Managers	
New Courthouse	1	\$128.00	2
Old Courthouse	0	\$0.00	0
Dog River	0	\$0.00	0
Lithia SC	0	\$0.00	0
Woodie Fite SC	0	\$0.00	0
Boundary Waters	0	\$0.00	0
Deer Lick	0	\$0.00	0
Total	<u>1</u>	<u>\$128.00</u>	<u>2</u>

Assistant Manager Pay (Dail Poll Workers	Poll Worker Pay (Dail Poll Officials	Days of Voting		
\$124.00	4	\$120.00	7	17
\$0.00	0	\$0.00	0	0
\$0.00	0	\$0.00	0	0
\$0.00	0	\$0.00	0	0
\$0.00	0	\$0.00	0	0
\$0.00	0	\$0.00	0	0
\$0.00	0	\$0.00	0	0
\$124.00	4	\$120.00	7	

Total

\$14,569.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$14,569.00

Precinct	Poll Managers	Poll Manager Pay	Assistant Managers
Mirror Lake	1	\$356.00	2
Dog River	0	\$356.00	0
Ephesus	0	\$356.00	0
Prays Mill	0	\$356.00	0
First Baptist Lithia	0	\$356.00	0
Deer Lick Park	0	\$356.00	0
Beulah	0	\$356.00	0
Dorsett Shoals	0	\$356.00	0
Church @ Chapel Hill	0	\$356.00	0
St. Julian's	0	\$356.00	0
First Baptist Douglasville	0	\$356.00	0
Bright Star	0	\$356.00	0
Factory Shoals	0	\$356.00	0
Winston	0	\$356.00	0
Atlanta West	0	\$356.00	0
Turner	0	\$356.00	0
Lithia HS	0	\$356.00	0
Golden	0	\$356.00	0
Old Courthouse	0	\$356.00	0
Stewart	0	\$356.00	0
Arbor Station	0	\$356.00	0
Chapel Hill Middle	0	\$356.00	0
Chestnut Log	0	\$356.00	0
Lutheran	0	\$356.00	0
Boundary Waters	0	\$356.00	0
TOTAL			

Role	Number	Hourly Rate	Hours Worked	Total Cost
Driver	2	\$25.00	20	\$1,000.00
L&A Tech	5	\$15.00	100	\$7,500.00
Temporary Office St	2	\$15.00	160	\$4,800.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL				\$13,300.00

Advertisement

L&A Notice 450

Vehicle

Type	Quantity
County Loaner	
Box Truck	
SUVs	

Ballots

Type	Quantity	Cost
Ballot printing	500	\$185.00
Ballot mailing	500	\$405.00

Mailing

e Rentals

Days	Rate	Cost
	8800	\$8,800.00
	1000	\$1,000.00

Print Jobs

Type	Quantity	Cost
Color (f)	0	\$0.00
Color (f/b)		\$0.00
B&W (f)	0	\$0.00
B&W (f/b)	20000	\$662.00

Total \$662.00

Element	Cost	Adjusted Cost (50%)
Polling Place Staffing (AV & ED)	\$16,681.00	\$9,396.50
Auxiliary Staffing	\$13,300.00	\$6,650.00
Miscellaneous Costs	\$11,502.00	\$5,751.00
Total	\$41,483.00	\$21,797.50

APPLICANT INFORMATION

Name Charles Alan Martinez

Occupation Owner Employer MY Financial Services

Home Address 7381 N. Mitchell Ct

City Villa Rica State GA Zip 30180

Phone 404 597 2907 Email alan@myfinancialsvcs.com

Which Board, Commission or Authority do you wish to be appointed to?

- Downtown Development Authority
- Historic Preservation Commission
- Housing Authority Board
- Library Advisory Board
- Main Street Advisory Board
- Planning & Zoning Commission
- Recreation Advisory Commission
- Villa Rica Cemetery Committee
- Villa Rica Development Authority

How long have you been a resident of Villa Rica? 23 years

Do you own a business in Villa Rica? Yes No
If yes, what is the name and address of your business?

MY Financial Services
430 W. Bankhead Hwy Villa Rica, GA 30180

Are you current with all your financial obligations to the City? Yes No

Are you willing and able to attend training sessions on-site or off-site if provided by the City?
 Yes No

Are you able to meet the attendance requirements of the position for which you are applying?
 Yes No

Do you know of any circumstances that would result in you having to abstain before the Board, Commission or Authority?

No

Do you or your employer, or your spouse, child, relative, or their employers, do business with the City of Villa Rica? If yes, please explain.

No

Do you have employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board, Commission and Authority?

Yes No
If yes, please explain.

Please briefly explain your reasons for wishing to serve on the Board, Commission or Authority you select.

Offer insight and leadership on the downtown development and growth.

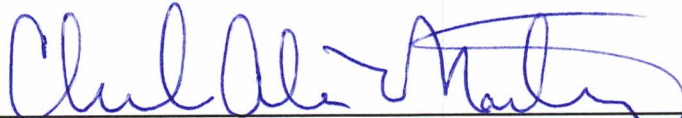
Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice?

Yes No

If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

APPLICANT STATEMENT

I understand that I am applying for appointment to a Board or Commission and that the appointing authority may require an interview prior to consideration for appointment; that I will be required to take an oath of office to uphold the City's charter and ordinances; that I may be removed from office for any reason permitted by law or City charter; and that my application will remain on file for consideration for a period of six months, after which time, I will need to file a new application. I agree to comply at all times with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in this application are true to the best of my knowledge.



Signature

Charles Alar Martinez

Printed Name

02/13/2025

Date



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Fairway 17 Final Plat Approval Recommendation

AGENDA DATE: March 11th, 2025

DATE PREPARED: February 27th, 2025

PREPARED BY: Nic Griffin

PUBLIC HEARING: Not required

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: All Final Plats of subdivision developments with public streets must be approved by the Mayor and City Council before building permits are issued. The Fairway 17 Final Plat has been reviewed and items associated with Final Plat approval have been completed.

BACKGROUND: Fairway 17 has 112 lots within this development. This development is zoned PUD. The total site area is 40.852 acres. The zoning stipulations for this development have been added to the plat.

All civil construction has been completed and inspected. The Final Plat has several other items that must be accomplished/completed prior to the vote by the Mayor and City Council. These items have been completed and are listed as follows:

Maintenance bond submitted - \$636,000

Performance bond submitted - \$127,000

Street Light Fees paid for one year in advance - \$7,560.00

Street Lights purchased from Greystone - \$56,280.00

Water, Sewer, and Storm system as-built record drawings have been submitted and approved.

All fees associated with the Final Plat submittal have been paid.

STAFF RECOMMENDATION: Staff recommends approval of the Final Plat for Fairway 17.

MOTION:

1. I move to approve the Final Plat for Fairway 17.

THIS BLOCK RESERVED FOR THE CLERK OF SUPERIOR COURT.

OWNER'S CERTIFICATE

THE OWNER OF THE PLAT 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, THAT ALL STATE, CITY AND COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID, THAT ALL STREETS, WATER SYSTEMS DRAINS AND DRAINAGE ESEMENTS, AND PUBLIC PLACES ARE DEDICATED TO THE USE OF THE PUBLIC IN PERPETUITY.

OWNER: D.R. Horton, Inc. Assistant Secretary, Bruce A. Rippen DATE: 02/13/2025

SURVEYOR'S CERTIFICATE

IT IS HEREBY CERTIFIED 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 SHOWN HEREON ACTUALLY EXIST OR ARE MARKED FUTURE AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN, AND THAT ALL REQUIREMENTS OF THE DEVELOPMENT AND ZONING REGULATIONS HAVE BEEN FULLY COMPLIED WITH.

JAMES A. CANNINGTON DATE: 02/12/2025
GEORGIA REGISTERED LAND SURVEYOR NO. 2678
AS SURVEYOR FOR HUSSEY, GAY, BELL & DEVOUNG, INC.
CERTIFICATE OF AUTHORIZATION # LSF000300

CITY OF VILLA RICA CERTIFICATE

IN ACCORDANCE WITH THE CITY OF VILLA RICA DEVELOPMENT REGULATIONS AND THE CITY'S ZONING ORDINANCE, ALL REQUIREMENTS OF APPROVAL HAVE BEEN FULFILLED; THIS PLAT IS GIVEN FINAL APPROVAL BY THE FOLLOWING OFFICIALS ON BEHALF OF THE CITY OF VILLA RICA:

COMMUNITY DEVELOPMENT DIRECTOR DATE
PLANNING COMMISSION DATE
MAYOR DATE

ZONING STIPULATIONS

Fairway 17 Node

- The maximum number of proposed lots = 143 single family detached lots
- The lots to be a minimum width of 70 feet. The minimum lot size to be 8,000 sf.
- The total area is 41.16 acres.
- Approximately 3.47 dwellings per acre.
- The setbacks proposed are:
 - Front Setback = 20 feet
 - Side Setback = 7.5 feet
 - Rear Setback = 20 feet
 - House Separation Minimum = 10 feet
- The minimum heated square footage for the houses is as follows:
 - Ranch Plan = 2,100 of minimum.
 - Two-story Plan = 2,500 of minimum.
 - Average Square Footage 2,650 sf.
- The houses will meet the below specifications:
 - Minimum front facade 25% brick, stone, or shake.
 - Exterior Façade Material:
 - Full-depth brick
 - Natural or cast stone
 - Smooth natural-wood siding and/or cement-based siding
 - Shake siding
 - If combined: horizontally, with the heavier below the lighter
 - No exterior blank, windowless walls will be constructed.
 - Roofs may be shingles, tiles, or metal:
 - Roof shingles will be slate, cedar, or asphalt.
 - Front gables may use painted fish-scale style shingles
 - Roof tiles will be clay, terra cotta, or concrete.
 - Roofs shall have a 12" overhang past the façade of the house.
 - Gutters and downspouts to match. They are to be copper, aluminum, or galvanized steel.
 - Chimneys:
 - Wrapped in brick, stone, or suitable masonry finish material.
 - Shall begin at grade (for exterior walls) and extend between 3 and 6 feet above the roofline
 - If dormers are included, they will not be taller than the main roof.
 - The house plans will have front or side loaded garages.
 - Driveway width to be a minimum of 20 feet wide and two car garage.
 - Street lighting will be provided throughout the development.
 - Sidewalks will be provided throughout the development on at least one side of internal streets.
 - All mechanical units will be screened from the right-of-way with landscaping.
 - Mirror Lake Parkway shall not have rear facing homes unless sufficiently screened by landscape buffer and/or privacy fencing that is consistent with the style and quality present in the existing Shoreline Parkway fencing.

Old: 190 lots at 6000 sf
New = 8000 sf
Ratio = 6000/8000 = 0.75
0.75*190 = 143 lots

PROPERTY SUMMARY

OWNER: D.R. HORTON INC
PARCEL ID: 01790250020
REFERENCES: DB 4286, PG 924
DB 4286, PG 929
FB 41, PG 840
AREA: 1,779,505 SQUARE FEET OR 40.852 ACRES
ZONING: P.U.D.
SETBACKS: FRONT: 20'
SIDE: 7.5'
REAR: 20'
LOTS: 112: 25.167 ACRES OR 1,096,287 SQ.FT.
R/W: 6.769 ACRES OR 294,849 SQ.FT.
OPEN SPACE: 8.916 ACRES OR 388,372 SQ.FT.
TOTAL: 40.852 ACRES OR 1,779,508 SQ.FT.

TEMPORARY BENCHMARKS

BENCHMARK	DESCRIPTION	ELEVATION
BENCHMARK #1	PK NAIL IN CURB	1057.92
BENCHMARK #2	PK NAIL IN CURB	1051.84
BENCHMARK #3	PK NAIL IN CURB	1051.59
BENCHMARK #4	PK NAIL IN CURB	1050.70
BENCHMARK #5	PK NAIL IN CURB	1049.57
BENCHMARK #6	PK NAIL IN CURB	1042.49
BENCHMARK #7	PK NAIL IN CURB	1054.21
BENCHMARK #8	PK NAIL IN CURB	1048.93
BENCHMARK #9	PK NAIL IN CURB	1041.50
BENCHMARK #10	PK NAIL IN CURB	1037.95

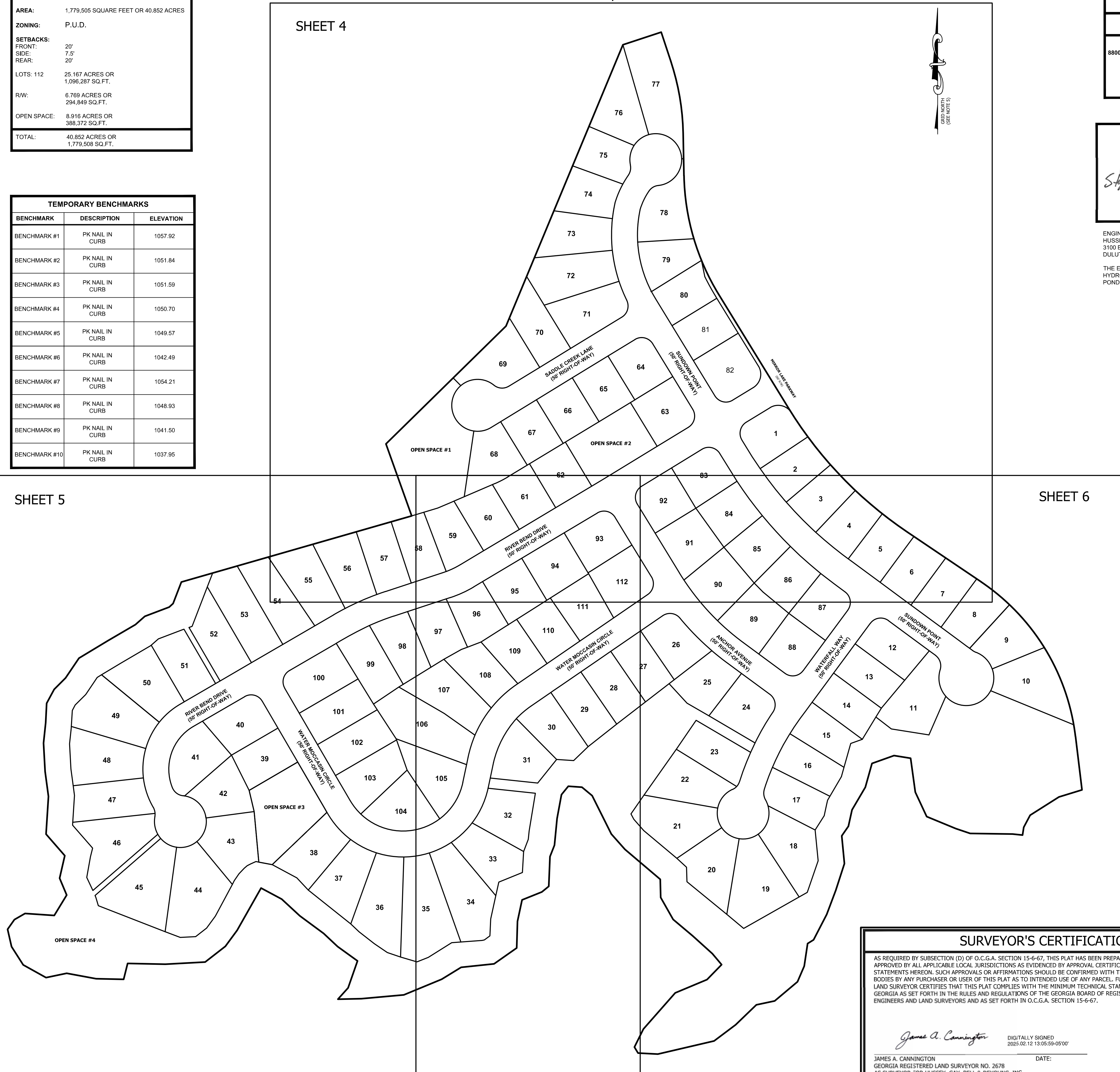
SHEET 5

SHEET 6

MIRROR LAKE-FAIRWAY 17

LAND LOTS 179, 180 AND 206
CITY OF VILLA RICA
DOUGLAS COUNTY, GEORGIA

SHEET 4



KEY MAP
NOT TO SCALE

ENGINEER/SURVEYOR

HUSSEY GAY BELL
3100 BRECKINRIDGE BLVD, BLDG 300
DULUTH, GA 30096
PROJECT CONTACT
MARK BOND, PE
(770) 923-1600
mbond@husseygaybell.com

OWNER / DEVELOPER

DR HORTON, INC.
8800 ROSWELL ROAD, BLDG B, SUITE 100
SANDY SPRINGS, GA 30350
PROJECT CONTACT
JOSEPH R. HIOTT
(470) 590-7557
jrhiott@drhorton.com



ENGINEERING PERFORMED BY:
HUSSEY GAY BELL
3100 BRECKINRIDGE, BLVD, BUILDING 300
DULUTH, GA 30096

THE ENGINEER IS RESPONSIBLE FOR ALL HYDROLOGY CALCULATIONS AND ALL PONDING ELEVATIONS.

HUSSEY GAY BELL
Established 1958

3100 BRECKINRIDGE BLVD.
BLDG. 300
DULUTH, GEORGIA 30096-4986
TEL: (770) 923-1600
FAX: (770) 923-4202

CLIENT:
CABALLERO HOLDINGS, LLC
3840 WINDERMERE PKWY SUITE 402,
CUMMING, GEORGIA 30041

FOR:
DR HORTON
8800 ROSWELL ROAD,
BUILDING B, SUITE 100
SANDY SPRINGS, GEORGIA 30350

This document is prepared for the exclusive use of the parties listed hereon and no certification extends to any unnamed parties.

Revision	Date	Description
0	01-24-2025	INITIAL ISSUE
1	02-11-2025	ADDRESS COMMENTS
2	02-12-2025	ADDRESS COMMENTS
3		
4		
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12		

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FINAL SUBDIVISION PLAT FOR:
MIRROR LAKE-FAIRWAY 17
LOCATED IN LAND LOTS 179, 180 AND 206 OF THE 2ND DISTRICT,
5TH SECTION, CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

Project No. 21070
Drawn By: DTW
Checked By: JAC

Sheet Number
1 of 6

SURVEYOR'S CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

James A. Cannington DATE: 02/02/2025 13:05:59-0500
GEORGIA REGISTERED LAND SURVEYOR NO. 2678
AS SURVEYOR FOR HUSSEY, GAY, BELL & DEVOUNG, INC.
CERTIFICATE OF AUTHORIZATION # LSF000300



THE SURVEYOR IS RESPONSIBLE FOR ALL PROPERTY LINE AND AS-BUILT STRUCTURE LOCATIONS AND ELEVATIONS PURSUANT TO THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA. THIS SURVEY WAS RELEASED BY THE SURVEYOR PRIOR TO FINAL APPROVALS.

THIS BLOCK RESERVED FOR THE CLERK OF SUPERIOR COURT.

GENERAL NOTES

- THE FIELD SURVEY WAS COMPLETED ON DECEMBER 13, 2024. ISSUE OR REVISION DATES ARE BASED ON FIELD OBSERVATIONS MADE AT THAT TIME. ANY CHANGES IN SITE CONDITIONS AFTER THE DATE OF THE FIELD SURVEY ARE NOT REFLECTED HEREON.
- HORIZONTAL AND VERTICAL CONTROL WAS ESTABLISHED WITH AN HGPS T120 GPS RECEIVER; GROUND MEASUREMENTS WERE OBTAINED USING A 5 SECOND TRIMBLE S5 ROBOTIC TOTAL STATION.
- THE FIELD DATA UPON WHICH THIS MAP OR PLAN IS BASED HAS A CLOSURE PRECISION OF 1 FOOT IN 36,153. AN ANGULAR ERROR OF 3 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
- THIS MAP OR PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN THE RATIOS SHOWN ON THE LOT AREA AND CLOSURE TABLE.
- THE HORIZONTAL DATUM IS NAD 83 (2011), GEORGIA WEST ZONE. ALL DISTANCES SHOWN ARE GROUND DISTANCES.
- PROPERTY CORNER MONUMENTS WILL BE SET AT ALL LOT CORNERS AS SHOWN. ALL CORNER MONUMENTS SET WILL BE 1/2-INCH REBARS WITH PLASTIC CAP UNLESS OTHERWISE NOTED.
- ALL UNDERGROUND UTILITIES SHOWN WERE BASED ON SURFACE EVIDENCE OR OTHER INFORMATION PROVIDED AND MAY BE APPROXIMATE ONLY. NO CERTIFICATION IS MADE REGARDING THE ACCURACY, THOROUGHNESS OR PRESENCE OF UNDERGROUND UTILITY STRUCTURES. THE GEORGIA ONE CALL SYSTEM SHOULD BE CONTACTED PRIOR TO THE COMMENCEMENT OF ANY EARTH DISTURBING ACTIVITIES.
- THE SITE CONTAINS 40.852 ACRES AND HAS 112 LOTS.
- DENSITY: 112 LOTS / 40.852 ACRES = 2.742 LOTS PER ACRE.
- BASED ON F.E.M.A. FLOOD INSURANCE RATE MAP NUMBER 13045C0157E, EFFECTIVE DATE AUGUST 15, 2019, CARROLL COUNTY GEORGIA AND INCORPORATED AREAS, THE SUBJECT PROPERTY LIES WITHIN F.E.M.A. ZONE "X" (OTHER AREAS) AND ZONE "AE", DEFINED THEREON AS FOLLOWS:
 ZONE "X" (OTHER AREAS): AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN
 ZONE "AE": SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD - BASE FLOOD ELEVATIONS DETERMINED, THE F.L.R.M. PANEL LISTS THE HORIZONTAL DATUM USED AS NORTH AMERICAN DATUM 1983 AND THE VERTICAL DATUM USED AS NORTH AMERICAN VERTICAL DATUM OF 1988.
 THE LIMITS OF THE F.E.M.A. FLOOD HAZARD AREA SHOWN HEREON WAS BASED ON TOPOGRAPHIC CONTOURS AND IS APPROXIMATE ONLY. STRUCTURES SHOULD BE PLACED ABOVE THE MINIMUM FLOOR ELEVATIONS SHOWN. THE REFERENCED FLOOD MAP OR MAPS WERE PREPARED FOR INSURANCE RATE PURPOSES AND ARE NOT A GUARANTEE, EITHER EXPRESSED OR IMPLIED, THAT FLOODING WILL NOT OCCUR ANYWHERE ON THIS PROPERTY. OTHER LOCAL FLOODING CONDITIONS MAY EXIST OR SEVERE LOCAL STORMS MAY OCCUR. INDEPENDENT ENGINEERING STUDIES SHOULD BE PERFORMED TO DETERMINE IF CONDITIONS EXIST THAT MAY CAUSE LOCAL FLOODING.
- THIS SURVEY WAS BASED ON CURRENT COUNTY TAX RECORDS. INFORMATION PROVIDED BY THE CLIENT OR OTHER FACTS KNOWN BY THE SURVEYOR AT THE TIME OF THE SURVEY AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. ANY FEATURES SHOWN ARE BASED ON MINIMUM REQUIREMENTS OF GEORGIA LAW OR LOCAL REQUIREMENTS AND ANY FIELD OBSERVATIONS MADE WERE BASED ON VISIBLE SURFACE EVIDENCE. OTHER SUB-SURFACE IMPROVEMENTS OR FEATURE LOCATIONS NOT REQUIRED MAY EXIST AND NOT BE SHOWN HEREON. A GEORGIA LICENSED ATTORNEY-AT-LAW SHOULD BE CONSULTED CONCERNING ANY TITLE QUESTIONS THAT MAY BE REVEALED BY TITLE EXAMINATION.
- ALL STORM DRAINAGE OR SANITARY SEWER EASEMENTS FOLLOWING STORM DRAIN OR SEWER PIPES ARE BASED ON AN EQUAL OFFSET FROM THE CENTERLINE OF THE AS-BUILT STRUCTURE.
- THIS DRAWING WAS PRODUCED ON A 24" X 36" SHEET UTILIZING ELECTRONIC MEDIA, PLOTTED TO A PDF FILE AND DIGITALLY SIGNED BY THE SURVEYOR UTILIZING BLUEBEAM REVU SOFTWARE. THE ORIGINAL DRAWING WITH A SIGNATURE VALIDATION IS KEPT IN THE OFFICE OF THE SURVEYOR. ANY HARD COPIES OF THE DRAWING OR ELECTRONIC COPIES THAT DO NOT CONTAIN A SIGNATURE VALIDATION CAN BE AUTHENTICATED BY CONTACTING THE SURVEYOR TO OBTAIN A COPY OF THE ORIGINAL DRAWING. ANY CHANGES MADE TO THE ORIGINAL DRAWING AFTER RELEASE BY THE SURVEYOR WERE DONE WITHOUT THE SURVEYOR'S AUTHORIZATION AND ARE NOT TO BE CONSIDERED PART OF THE SURVEY INFORMATION. ANY OTHER SIGNATURES OR STATEMENTS BY THE OWNER OR JURISDICTIONAL AUTHORITIES WERE DONE AFTER RELEASE OF THE ORIGINAL DRAWING BY THE SURVEYOR AND CAN BE AUTHENTICATED BY CONTACTING THOSE PARTIES.
- THE MINIMUM FLOOR ELEVATIONS SHOWN HEREON ARE BASED ON PONDING OR DRAINAGE STRUCTURE ELEVATIONS AS INSTALLED ON DECEMBER 13, 2024. ANY MODIFICATIONS MADE TO THE DRAINAGE STRUCTURE ELEVATIONS AFTER THAT DATE WOULD VOID THOSE MINIMUM FLOOR ELEVATIONS. FURTHERMORE, THE MINIMUM FLOOR ELEVATIONS SHOWN ARE NOT BASED ON LOT GRADING. THE BUILDING CONTRACTOR IS RESPONSIBLE FOR PROVIDING POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES. HUSSEY GAY BELL SHALL NOT BE HELD LIABLE FOR ANY DRAINAGE ISSUES CAUSED BY GRADING OF THE LOTS.

DRAINAGE NOTE

THE CITY OF VILLA RICA ASSUMES NO RESPONSIBILITY FOR THE OVERFLOW OR EROSION OF NATURAL DRAINS. DRAINAGE EASEMENTS OFF THE RIGHT-OF-WAY SHALL BE MAINTAINED BY THE PROPERTY OWNER.

LOT DRAINAGE NOTE

FOR ALL LOTS, SURFACE WATER MAY DRAIN ALONG SIDE LOT LINES AND REAR LOT LINES OF ADJACENT LOTS. NO OWNER OR RESIDENT MAY BLOCK, DIVERT, OR OTHERWISE IMPED ERE SURFACE WATER DRAINAGE WITHIN 5 FEET OF A SIDE LOT LINE, WITHIN 10 FEET OF A REAR LOT LINE, OR WITHIN 20 FEET OF A REAR LOT LINE THAT IS ALONG THE EXTERIOR BOUNDARY OF THE COMMUNITY WATERFALL WAY.

ROAD LENGTH INFORMATION

SADDLE CREEK LANE	400 LF (FROM THE CENTERLINE OF SUNDOWN POINT TO THE CUL-DE-SAC)
SUNDOWN POINT	1,288 LF (FROM THE CUL-DE-SAC TO CUL-DE-SAC)
WATERFALL WAY	496 LF (FROM THE CENTERLINE OF SUNDOWN POINT TO THE CUL-DE-SAC)
ANCHOR AVENUE	549 LF (FROM THE CENTERLINE OF RIVER BEND DRIVE TO THE CENTERLINE OF WATERFALL WAY)
WATER MOCCASIN CIRCLE	1,203 LF (FROM THE CENTERLINE OF ANCHOR AVENUE TO THE CENTERLINE OF RIVER BEND DRIVE)
RIVER BEND DRIVE	1,543 LF (FROM THE CENTERLINE OF SUNDOWN POINT TO THE CUL-DE-SAC)

AREA	SQUARE FEET	ACRES	CLOSURE
LOT 1	9,356 SQ.FT.	0.215 AC.	1.34,054
LOT 2	8,424 SQ.FT.	0.193 AC.	146,263
LOT 3	8,370 SQ.FT.	0.192 AC.	1,51,017
LOT 4	8,249 SQ.FT.	0.189 AC.	1,126,455
LOT 5	8,222 SQ.FT.	0.189 AC.	142,097
LOT 6	8,230 SQ.FT.	0.189 AC.	163,616
LOT 7	8,240 SQ.FT.	0.189 AC.	1,51,565
LOT 8	8,632 SQ.FT.	0.198 AC.	1,152,832
LOT 9	8,914 SQ.FT.	0.205 AC.	1,37,807
LOT 10	12,816 SQ.FT.	0.294 AC.	1,372,045
LOT 11	12,097 SQ.FT.	0.278 AC.	1,111,329
LOT 12	8,813 SQ.FT.	0.202 AC.	1,98,044
LOT 13	8,145 SQ.FT.	0.187 AC.	1,105,700
LOT 14	8,209 SQ.FT.	0.188 AC.	1,57,278
LOT 15	8,000 SQ.FT.	0.184 AC.	1,91,382
LOT 16	8,498 SQ.FT.	0.195 AC.	1,269,589
LOT 17	8,577 SQ.FT.	0.197 AC.	1,64,738
LOT 18	11,212 SQ.FT.	0.257 AC.	1,90,225
LOT 19	14,683 SQ.FT.	0.337 AC.	1,418,361
LOT 20	10,988 SQ.FT.	0.252 AC.	143,695
LOT 21	12,731 SQ.FT.	0.292 AC.	1,107,125
LOT 22	10,559 SQ.FT.	0.242 AC.	1,112,642
LOT 23	8,938 SQ.FT.	0.205 AC.	1,52,087
LOT 24	9,287 SQ.FT.	0.213 AC.	1,39,270
LOT 25	9,048 SQ.FT.	0.208 AC.	1,25,981
LOT 26	8,999 SQ.FT.	0.207 AC.	1,77,933
LOT 27	8,144 SQ.FT.	0.187 AC.	1,66,153
LOT 28	8,416 SQ.FT.	0.193 AC.	1,76,779
LOT 29	8,712 SQ.FT.	0.200 AC.	1,129,510
LOT 30	9,226 SQ.FT.	0.212 AC.	1,155,586
LOT 31	9,509 SQ.FT.	0.218 AC.	1,84,766
LOT 32	9,395 SQ.FT.	0.216 AC.	1,143,202
LOT 33	9,751 SQ.FT.	0.224 AC.	1,40,523
LOT 34	13,639 SQ.FT.	0.313 AC.	1,77,843
LOT 35	16,348 SQ.FT.	0.375 AC.	1,162,812
LOT 36	13,744 SQ.FT.	0.316 AC.	1,165,124
LOT 37	10,818 SQ.FT.	0.244 AC.	1,75,807
LOT 38	10,007 SQ.FT.	0.230 AC.	1,52,235
LOT 39	8,037 SQ.FT.	0.185 AC.	1,59,473
LOT 40	8,280 SQ.FT.	0.213 AC.	1,33,016
LOT 41	10,030 SQ.FT.	0.230 AC.	1,231,425
LOT 42	8,844 SQ.FT.	0.203 AC.	1,81,580
LOT 43	10,607 SQ.FT.	0.244 AC.	1,22,179
LOT 44	15,541 SQ.FT.	0.357 AC.	141,310
LOT 45	15,579 SQ.FT.	0.358 AC.	1,364,641
LOT 46	12,543 SQ.FT.	0.288 AC.	1,75,542
LOT 47	10,194 SQ.FT.	0.234 AC.	1,66,555
LOT 48	12,127 SQ.FT.	0.278 AC.	141,532
LOT 49	13,216 SQ.FT.	0.303 AC.	1,34,713
LOT 50	11,310 SQ.FT.	0.260 AC.	1,51,339
LOT 51	8,839 SQ.FT.	0.203 AC.	1,72,018
LOT 52	9,905 SQ.FT.	0.227 AC.	1,154,796
LOT 53	12,605 SQ.FT.	0.289 AC.	1,100,575
LOT 54	10,980 SQ.FT.	0.252 AC.	147,089
LOT 55	11,442 SQ.FT.	0.263 AC.	1,51,541
LOT 56	10,138 SQ.FT.	0.233 AC.	1,139,671
LOT 57	8,801 SQ.FT.	0.202 AC.	1,75,450
LOT 58	8,403 SQ.FT.	0.193 AC.	1,61,557
LOT 59	8,420 SQ.FT.	0.193 AC.	1,86,462
LOT 60	8,494 SQ.FT.	0.195 AC.	1,55,531
LOT 61	8,087 SQ.FT.	0.186 AC.	1,33,911
LOT 62	8,000 SQ.FT.	0.184 AC.	1,267,999
LOT 63	9,347 SQ.FT.	0.215 AC.	143,414
LOT 64	8,370 SQ.FT.	0.192 AC.	1,93,207
LOT 65	8,000 SQ.FT.	0.184 AC.	1,495,289
LOT 66	8,000 SQ.FT.	0.184 AC.	1,498,942
LOT 67	8,000 SQ.FT.	0.184 AC.	1,28,717
LOT 68	9,871 SQ.FT.	0.227 AC.	1,30,297
LOT 69	10,692 SQ.FT.	0.246 AC.	1,95,356
LOT 70	9,612 SQ.FT.	0.221 AC.	1,123,681
LOT 71	11,317 SQ.FT.	0.260 AC.	1,58,924
LOT 72	12,569 SQ.FT.	0.289 AC.	1,103,504
LOT 73	9,916 SQ.FT.	0.228 AC.	147,865
LOT 74	8,587 SQ.FT.	0.197 AC.	1,32,470
LOT 75	8,022 SQ.FT.	0.184 AC.	1,56,922
LOT 76	10,948 SQ.FT.	0.251 AC.	1,143,273
LOT 77	15,300 SQ.FT.	0.351 AC.	1,132,648
LOT 78	10,266 SQ.FT.	0.236 AC.	145,723
LOT 79	8,048 SQ.FT.	0.185 AC.	1,136,291
LOT 80	8,055 SQ.FT.	0.185 AC.	1,28,154
LOT 81	8,000 SQ.FT.	0.184 AC.	1,135,883
LOT 82	10,299 SQ.FT.	0.236 AC.	1,197,032
LOT 83	8,274 SQ.FT.	0.190 AC.	1,38,022
LOT 84	8,367 SQ.FT.	0.192 AC.	1,23,108
LOT 85	8,477 SQ.FT.	0.196 AC.	1,84,311
LOT 86	8,580 SQ.FT.	0.197 AC.	140,427
LOT 87	8,688 SQ.FT.	0.199 AC.	143,617
LOT 88	8,426 SQ.FT.	0.193 AC.	140,092
LOT 89	9,507 SQ.FT.	0.218 AC.	146,407
LOT 90	9,825 SQ.FT.	0.223 AC.	1,38,566
LOT 91	9,504 SQ.FT.	0.218 AC.	1,17,059
LOT 92	8,268 SQ.FT.	0.190 AC.	1,55,936
LOT 93	8,698 SQ.FT.	0.200 AC.	142,273
LOT 94	8,881 SQ.FT.	0.204 AC.	1,58,286
LOT 95	8,391 SQ.FT.	0.193 AC.	1,178,162
LOT 96	8,335 SQ.FT.	0.191 AC.	1,56,186
LOT 97	8,527 SQ.FT.	0.196 AC.	1,98,732
LOT 98	8,717 SQ.FT.	0.200 AC.	1,34,398
LOT 99	9,502 SQ.FT.	0.218 AC.	1,234,374
LOT 100	10,360 SQ.FT.	0.238 AC.	1,56,717
LOT 101	9,250 SQ.FT.	0.212 AC.	1,98,987
LOT 102	9,320 SQ.FT.	0.214 AC.	1,37,305
LOT 103	9,667 SQ.FT.	0.222 AC.	1,127,904
LOT 104	8,827 SQ.FT.	0.226 AC.	1,60,903
LOT 105	10,206 SQ.FT.	0.234 AC.	1,200,347
LOT 106	14,450 SQ.FT.	0.332 AC.	1,113,960
LOT 107	11,419 SQ.FT.	0.262 AC.	1,35,440
LOT 108	8,613 SQ.FT.	0.198 AC.	1,91,804
LOT 109	8,000 SQ.FT.	0.184 AC.	1,99,241
LOT 110	8,000 SQ.FT.	0.184 AC.	1,61,033
LOT 111	8,000 SQ.FT.	0.184 AC.	1,56,919
LOT 112	9,793 SQ.FT.	0.225 AC.	1,38,818
OPEN SPACE 1	26,321 SQ.FT.	0.604 AC.	1,58,693
OPEN SPACE 2	14,578 SQ.FT.	0.335 AC.	1,62,242
OPEN SPACE 3	17,344 SQ.FT.	0.398 AC.	1,105,839
OPEN SPACE 4	330,129 SQ.FT.	7.579 AC.	1,1,494,849
ROW	284,849 SQ.FT.	6.596 AC.	1,186,665
TOTAL	1,779,508 SQ.FT.	40.851 AC.	1,71,791

LINE	BEARING	DISTANCE
L1	S 18°20'28" E	59.04'
L2	S 01°06'10" E	81.92'
L3	S 31°33'43" E	257.36'
L4	S 65°28'28" E	372.23'
L5	S 08°51'54" E	103.89'
L6	S 72°51'51" W	46.56'
L7	S 57°37'24" W	65.65'
L8	S 27°47'32" W	26.25'
L9	S 09°21'34" W	15.29'
L10	N 84°09'12" W	119.12'
L11	N 89°05'20" W	81.83'
L12	N 71°35'00" W	29.21'
L13	N 67°34'05" W	60.83'
L14	N 24°58'36" W	51.95'
L15	N 07°49'45" W	66.06'
L16	N 60°52'48" W	32.50'
L17	N 70°23'09" W	45.05'
L18	S 15°37'04" W	47.71'
L19	S 30°31'47" W	50.63'
L20	S 12°12'51" W	32.43'
L21	S 34°56'42" W	22.60'
L22	S 05°36'48" E	53.81'
L23	S 18°04'42" W	54.03'
L24	S 20°32'04" W	49.73'
L25	S 27°20'33" W	55.21'
L26	S 58°16'59" W	13.51'
L27	S 08°26'58" W	43.98'
L28	S 23°39'59" W	32.87'
L29	S 49°53'48" W	57.38'
L30	S 77°54'26" W	36.13'
L31	S 46°06'11" W	55.62'
L32	S 53°07'05" W	51.87'
L33	S 76°51'03" W	111.44'
L34	N 67°02'09" W	38.14'
L35	N 51°17'11" W	13.50'
L36	N 26°28'42" E	38.99'
L37	N 41°19'08" E	92.81'
L38	N 67°20'22" E	66.48'
L39	N 44°21'08" E	40.23'
L40	N 39°59'01" W	27.77'
L41	N 47°56'41" W	50.93'
L42	N 49°53'56" W	49.36'
L43	N 29°33'19" W	48.79'
L44	N 01°24'52" W	34.88'
L45	N 49°42'23" W	89.40'
L46	N 11°42'52" W	51.43'
L47	N 26°31'54" W	82.80'
L48	N 50°28'06" W	25.63'
L49	N 86°00'24" W	26.35'
L50	S 38°58'21" W	20.89'
L51	S 10°34'07" W	46.80'
L52	S 01°42'52" W	51.43'
L53	S 21°13'40" W	23.66'
L54	S 02°23'36" W	57.40'
L55	S 50°48'06" W	17.12'
L56	S 68°08'51" W	41.21'
L57	S 12°00'33" W	42.15'
L58	S 01°42'52" W	51.43'
L59	S 54°55'12" W	53.28'
L60	S 84°00'12" W	63.87'
L61	S 58°24'28" W	44.04'
L62	S 67°34'10" W	78.91'
L63	S 84°49'10" W	82.25'
L64	S 88°47'59" W	45.29'
L65	N 42°10'03" E	29.36'
L66	N 19°11'15" E	55.16'
L67	N 54°17'12" W	47.35'
L68	N 46°48'30" W	36.97'
L69	N 53°28'06" W	57.05'
L70	N 47°18'49" W	42.00'
L71	N 61°53'28" W	45.21'
L72	S 29°33'39" W	93.52'
L73	S 36°16'58" W	38.37'
L74	S 52°08'58" W	49.41'
L75	S 86°50'30" W	76.88'
L76	S 88°48'09" W	72.68'
L77	S 14°04'36" W	31.48'
L78	N 88°50'55" W	53.18'
L79	N 79°28'09" W	57.64'
L80	S 78°02'57" W	40.67'
L81	N 60°48'23" W	50.51'
L82	N 32°35'45" W	41.66'
L83	N 12°51'11" W	34.42'
L84	N 35°06'11" E	22.75'
L85	N 59°56'41" E	23.77'
L86	S 86°05'51" E	56.45'
L87	N 31°31'17" E	45.99'
L88	N 22°57'17" W	35.36'
L89	N 12°57'49" E	44.66'
L90	N 41°03'01" W	55.06'
L91	N 03°39'00" E	72.85'
L92	N 07°37'06" W	48.57'
L93	N 03°03'46" W	54.72'
L94	N 05°56'20" E	39.75'
L95	N 02°51'50" E	37.51'
L96	N 28°20'15" E	30.44'
L97	N 45°00'00" E	31.11'
L98	N 33°56'12" E	46.15'
L99	N 59°00'36" E	64.52'
L100	N 59°54'35" E	61.78'
L101	N 48°50	

THIS BLOCK RESERVED FOR THE CLERK OF SUPERIOR COURT.

DECLARATION OF COVENANTS

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED NOVEMBER 3, 1998, FILED FOR RECORD NOVEMBER 6, 1998 AT 9:16 A.M., RECORDED IN DEED BOOK 1206, PAGE 370, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF MARCH 10, 1999, FILED FOR RECORD APRIL 22, 1999 AT 2:59 P.M., RECORDED IN DEED BOOK 1248, PAGE 708, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF JANUARY 6, 1999, FILED FOR RECORD JANUARY 8, 1999 AT 4:33 P.M., RECORDED IN DEED BOOK 1224, PAGE 695, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF JANUARY 29, 1999, FILED FOR RECORD FEBRUARY 9, 1999 AT 11:14 A.M., RECORDED IN DEED BOOK 1229, PAGE 479, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE (CLUB POINTE AT MIRROR LAKE) BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, UNDATED, FILED FOR RECORD APRIL 22, 1999 AT 3:09 P.M., RECORDED IN DEED BOOK 1248, PAGE 723, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF JUNE 11, 1999, FILED FOR RECORD JUNE 17, 1999 AT 11:31 A.M., RECORDED IN DEED BOOK 1261, PAGE 535, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF JULY 14, 1999, FILED FOR RECORD JULY 20, 1999 AT 11:56 A.M., RECORDED IN DEED BOOK 1268, PAGE 195, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF OCTOBER 7, 1999, FILED FOR RECORD OCTOBER 8, 1999 AT 10:49 A.M., RECORDED IN DEED BOOK 1286, PAGE 479, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF NOVEMBER 8, 1999, FILED FOR RECORD NOVEMBER 12, 1999 AT 1:56 P.M., RECORDED IN DEED BOOK 1293, PAGE 253, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF OCTOBER 27, 1999, FILED FOR RECORD NOVEMBER 12, 1999 AT 12:39 P.M., RECORDED IN DEED BOOK 1300, PAGE 202, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF SEPTEMBER 27, 1999, FILED FOR RECORD OCTOBER 17, 1999 AT 12:39 P.M., RECORDED IN DEED BOOK 1309, PAGE 45, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF APRIL 18, 2000, FILED FOR RECORD MAY 10, 2000 AT 11:44 A.M., RECORDED IN DEED BOOK 1328, PAGE 225, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF MAY 31, 2000, FILED FOR RECORD JUNE 5, 2000 AT 2:58 P.M., RECORDED IN DEED BOOK 1332, PAGE 1034, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF JANUARY 24, 2000, FILED FOR RECORD JUNE 22, 2000 AT 2:37 P.M., RECORDED IN DEED BOOK 1336, PAGE 504, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF JUNE 15, 2000, FILED FOR RECORD JUNE 26, 2000 AT 12:36 P.M., RECORDED IN DEED BOOK 1336, PAGE 806, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF JULY 5, 2000, FILED FOR RECORD JULY 10, 2000 AT 3:53 P.M., RECORDED IN DEED BOOK 1339, PAGE 1013, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF SEPTEMBER 20, 2000, FILED FOR RECORD SEPTEMBER 20, 2000 AT 11:51 A.M., RECORDED IN DEED BOOK 1356, PAGE 915, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF SEPTEMBER 25, 2000, FILED FOR RECORD SEPTEMBER 29, 2000 AT 9:51 P.M., RECORDED IN DEED BOOK 1358, PAGE 883, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF SEPTEMBER 27, 2000, FILED FOR RECORD OCTOBER 10, 2000 AT 1:02 P.M., RECORDED IN DEED BOOK 1361, PAGE 821, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY AND BETWEEN MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, MIRROR LAKES OF CARROLLTON DEVELOPMENT, LLC, A GEORGIA LIMITED LIABILITY COMPANY, AND PATRICK MALLOY COMMUNITIES, INC., A GEORGIA CORPORATION, DATED AS OF NOVEMBER 10, 2000, FILED FOR RECORD NOVEMBER 13, 2000 AT 1:43 P.M., RECORDED IN DEED BOOK 1369, PAGE 883, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF NOVEMBER 30, 2000, FILED FOR RECORD DECEMBER 11, 2000 AT 4:55 P.M., RECORDED IN DEED BOOK 1375, PAGE 42, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF JANUARY 3, 2001, FILED FOR RECORD JANUARY 18, 2001 AT 2:25 P.M., RECORDED IN DEED BOOK 1383, PAGE 147, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF FEBRUARY 28, 2001, FILED FOR RECORD MARCH 5, 2001 AT 4:07 P.M., RECORDED IN DEED BOOK 1394, PAGE 971, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF MAY 11, 2001, FILED FOR RECORD JUNE 5, 2001 AT 1:52 P.M., RECORDED IN DEED BOOK 1425, PAGE 723, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF JUNE 1, 2001, FILED FOR RECORD JUNE 11, 2001 AT 2:36 P.M., RECORDED IN DEED BOOK 1427, PAGE 455, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF JULY 2, 2001, FILED FOR RECORD JULY 9, 2001 AT 1:45 P.M., RECORDED IN DEED BOOK 1438, PAGE 250, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF AUGUST 24, 2001, FILED FOR RECORD SEPTEMBER 5, 2001 AT 2:00 P.M., RECORDED IN DEED BOOK 1461, PAGE 211, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF DECEMBER 12, 2001, FILED FOR RECORD DECEMBER 21, 2001 AT 2:36 P.M., RECORDED IN DEED BOOK 1503, PAGE 542, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF MARCH 1, 2002, FILED FOR RECORD MARCH 13, 2002 AT 11:00 A.M., RECORDED IN DEED BOOK 1539, PAGE 385, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY AND BETWEEN MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY AND THE RYLAND GROUP, INC., A MARYLAND CORPORATION, DATED AS OF JANUARY 22, 1999, FILED FOR RECORD APRIL 1, 2002 AT 2:59 P.M., RECORDED IN DEED BOOK 1546, PAGE 892, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED EFFECTIVE JULY 22, 2002, FILED FOR RECORD JULY 29, 2002 AT 9:26 A.M., RECORDED IN DEED BOOK 1557, PAGE 120, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF JULY 19, 2002, FILED FOR RECORD JULY 31, 2002 AT 2:42 P.M., RECORDED IN DEED BOOK

DECLARATION OF COVENANTS (CONT'D)

1599, PAGE 26, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED EFFECTIVE AUGUST 6, 2002, FILED FOR RECORD AUGUST 16, 2002 AT 3:26 P.M., RECORDED IN DEED BOOK 1607, PAGE 256, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTAL DECLARATION FOR SOUTH HARBOUR UNIT ONE AT MIRROR LAKE BY FAIRGREEN CAPITAL, L.P., A GEORGIA LIMITED PARTNERSHIP, DATED EFFECTIVE AS OF FEBRUARY 24, 2003, FILED FOR RECORD MARCH 10, 2003 AT 10:59 A.M., RECORDED IN DEED BOOK 1705, PAGE 56, AFORESAID RECORDS, AS AMENDED BY THAT CERTAIN AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY FAIRGREEN CAPITAL, L.P., A GEORGIA LIMITED PARTNERSHIP, DATED EFFECTIVE AS OF MARCH 31, 2003, FILED FOR RECORD AUGUST 4, 2003 AT 10:51 A.M., RECORDED IN DEED BOOK 1799, PAGE 849, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN CONSENT AND AMENDMENT TO GOLF COURSE OPERATING AGREEMENT BY AND BETWEEN FAIRGREEN CAPITAL, L.P., A GEORGIA LIMITED PARTNERSHIP, PATTEN SEED COMPANY, A GEORGIA CORPORATION, ET AL, DATED OCTOBER 28, 2003, FILED FOR RECORD NOVEMBER 18, 2003 AT 4:21 P.M., RECORDED IN DEED BOOK 1870, PAGE 94, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTAL DECLARATION FOR PHASE ONE SOUTHLAKE AT MIRROR LAKE BY FAIRGREEN CAPITAL, L.P., A GEORGIA LIMITED PARTNERSHIP, DATED EFFECTIVE AS OF JULY 13, 2004, FILED FOR RECORD JULY 19, 2004 AT 9:09 A.M., RECORDED IN DEED BOOK 1957, PAGE 617, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTAL DECLARATION FOR NORTHWOODS AT MIRROR LAKE BY FAIRGREEN CAPITAL, L.P., A GEORGIA LIMITED PARTNERSHIP, DATED EFFECTIVE AS OF NOVEMBER 23, 2004, FILED FOR RECORD NOVEMBER 29, 2004 AT 11:47 A.M., RECORDED IN DEED BOOK 2069, PAGE 148, AFORESAID RECORDS, AS ASSIGNED BY THAT CERTAIN ASSIGNMENT AND ASSUMPTION AGREEMENT REGARDING RIGHTS OF DECLARANT UNDER THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY AND BETWEEN MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY AND FAIRGREEN CAPITAL, L.P., A GEORGIA LIMITED PARTNERSHIP, DATED AS OF OCTOBER 3, 2002, FILED FOR RECORD JANUARY 20, 2005 AT 2:00 P.M., RECORDED IN DEED BOOK 2103, PAGE 659, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTAL DECLARATION FOR PHASE 1-B SOUTHWOODS AT MIRROR LAKE BY FAIRGREEN CAPITAL, L.P., A GEORGIA LIMITED PARTNERSHIP, DATED EFFECTIVE AS OF FEBRUARY 2, 2005, FILED FOR RECORD FEBRUARY 7, 2005 AT 3:17 P.M., RECORDED IN DEED BOOK 2103, PAGE 659, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF FEBRUARY 15, 2005, FILED FOR RECORD APRIL 15, 2005 AT 12:00 NOON, RECORDED IN DEED BOOK 2139, PAGE 249, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTAL DECLARATION FOR PHASE 1 SOUTHWOODS AT MIRROR LAKE BY FAIRGREEN CAPITAL, L.P., A GEORGIA LIMITED PARTNERSHIP, DATED EFFECTIVE AS OF SEPTEMBER 7, 2005, FILED FOR RECORD SEPTEMBER 13, 2005 AT 4:51 P.M., RECORDED IN DEED BOOK 2222, PAGE 387, AFORESAID RECORDS, AS FURTHER AMENDED BY THAT CERTAIN AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY FAIRGREEN CAPITAL, L.P., A GEORGIA LIMITED PARTNERSHIP, DATED EFFECTIVE AS OF DECEMBER 20, 2005, FILED FOR RECORD DECEMBER 30, 2005 AT 2:22 P.M., RECORDED IN DEED BOOK 2286, PAGE 325, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTAL DECLARATION FOR WATERMIST PHASE I AT MIRROR LAKE BY FAIRGREEN CAPITAL, L.P., A GEORGIA LIMITED PARTNERSHIP, DATED EFFECTIVE AS OF JANUARY 18, 2006, FILED FOR RECORD JANUARY 10, 2006 AT 2:40 P.M., RECORDED IN DEED BOOK 2296, PAGE 602, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTAL DECLARATION FOR SOMERSPORT AT MIRROR LAKE BY FAIRGREEN CAPITAL, L.P., A GEORGIA LIMITED PARTNERSHIP AND AGAN DEVELOPMENT CO., DATED EFFECTIVE AS OF SEPTEMBER 18, 2006, FILED FOR RECORD SEPTEMBER 19, 2006 AT 7:54 A.M., RECORDED IN DEED BOOK 2434, PAGE 891, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTAL DECLARATION AT MIRROR LAKE BY FAIRGREEN CAPITAL, L.P., A GEORGIA LIMITED PARTNERSHIP AND THE BEAUCHAMP GROUP, INC., DATED EFFECTIVE AS OF SEPTEMBER 18, 2006, FILED FOR RECORD SEPTEMBER 19, 2006 AT 7:55 A.M., RECORDED IN DEED BOOK 2434, PAGE 895, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTAL DECLARATION FOR SOMERSPORT AT MIRROR LAKE BY FAIRGREEN CAPITAL, L.P., A GEORGIA LIMITED PARTNERSHIP AND WEST RIVER HOMES, LLC, DATED EFFECTIVE AS OF SEPTEMBER 18, 2006, FILED FOR RECORD SEPTEMBER 19, 2006 AT 7:55 A.M., RECORDED IN DEED BOOK 2434, PAGE 899, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY MIRROR LAKE, LLC, A GEORGIA LIMITED PARTNERSHIP AND FAIRGREEN MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED EFFECTIVE AS OF JUNE 19, 2007, FILED FOR RECORD JUNE 25, 2007 AT 4:39 P.M., RECORDED IN DEED BOOK 2581, PAGE 225, AFORESAID RECORDS, AS FURTHER ASSIGNED BY THAT CERTAIN ASSIGNMENT AND ASSUMPTION AGREEMENT REGARDING RIGHTS OF DECLARANT UNDER THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY AND BETWEEN FAIRGREEN CAPITAL, L.P., A GEORGIA LIMITED PARTNERSHIP AND FAIRGREEN MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF NOVEMBER 29, 2010, FILED FOR RECORD DECEMBER 6, 2010 AT 2:49 P.M., RECORDED IN DEED BOOK 2989, PAGE 320, AFORESAID RECORDS, AND FILED FOR RECORD DECEMBER 27, 2010 AT 3:37 P.M., RECORDED IN DEED BOOK 4881, PAGE 240, RECORDS OF CARROLL COUNTY, GEORGIA, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY FAIRGREEN MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED EFFECTIVE AS OF JUNE 5, 2012, FILED FOR RECORD JUNE 15, 2012 AT 3:19 P.M., RECORDED IN DEED BOOK 3027, PAGE 195, AFORESAID RECORDS, AS FURTHER ASSIGNED BY THAT CERTAIN ASSIGNMENT AND ASSUMPTION AGREEMENT REGARDING RIGHTS OF DECLARANT UNDER THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY AND BETWEEN FAIRGREEN MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY AND DB ASTER III, LLC, A DELAWARE LIMITED LIABILITY COMPANY, DATED AS OF JUNE 5, 2012, FILED FOR RECORD JUNE 27, 2012 AT 11:08 P.M., RECORDED IN DEED BOOK 3029, PAGE 745, AFORESAID RECORDS, AS FURTHER AMENDED BY THAT CERTAIN AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY DB ASTER III, LLC, A DELAWARE LIMITED LIABILITY COMPANY, DATED EFFECTIVE AS OF JULY 30, 2014, FILED FOR RECORD AUGUST 21, 2014 AT 9:30 A.M., RECORDED IN DEED BOOK 3227, PAGE 714, AFORESAID RECORDS, AS FURTHER ASSIGNED BY THAT CERTAIN ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS BY AND BETWEEN DB ASTER III, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND JLC MIRROR LAKE SUB 1, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF DECEMBER 18, 2015, FILED FOR RECORD DECEMBER 23, 2015 AT 12:38 P.M., RECORDED IN DEED BOOK 3549, PAGE 989, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN APPOINTMENT OF MEMBERS OF THE BOARD OF DIRECTORS BY DECLARANT FOR MIRROR LAKE BY JLC MIRROR LAKE SUB 1, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED FEBRUARY 1, 2016, FILED FOR RECORD MARCH 18, 2016 AT 9:50 A.M., RECORDED IN DEED BOOK 3570, PAGE 984, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY JLC MIRROR LAKE SUB 1, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED EFFECTIVE AS OF AUGUST 20, 2021, FILED FOR RECORD AUGUST 25, 2021 AT 10:56 A.M., RECORDED IN DEED BOOK 4019, PAGE 110, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY JLC MIRROR LAKE SUB 1, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED EFFECTIVE AS OF AUGUST 20, 2021, FILED FOR RECORD SEPTEMBER 2, 2021 AT 10:19 A.M., RECORDED IN DEED BOOK 4023, PAGE 730, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN CONSENT TO BE BOUND BY THE SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY LGI HOMES - GEORGIA, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED EFFECTIVE SEPTEMBER 14, 2021, FILED FOR RECORD JANUARY 24, 2022 AT 12:41 P.M., RECORDED IN DEED BOOK 4093, PAGE 164, AFORESAID RECORDS, AS FURTHER AMENDED BY THAT CERTAIN AMENDMENT TO THE DECLARATION OF THE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE BY JLC MIRROR LAKE SUB 1, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED FEBRUARY 21, 2023, FILED FOR RECORD MARCH 2, 2023 AT 1:28 P.M., RECORDED IN DEED BOOK 4221, PAGE 721, AFORESAID RECORDS, BUT OMITTING ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (a) IS EXEMPT UNDER CHAPTER 42, SECTION 3807 OF THE UNITED STATES CODE OR (b) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS

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3840 WINDERMERE PKWY SUITE 402,
CUMMING, GEORGIA 30041

FOR: **DR HORTON**
8800 ROSWELL ROAD,
BUILDING B, SUITE 100
SANDY SPRINGS, GEORGIA 30350

This document is prepared for the exclusive use of the parties listed herein and no certification extends to any unnamed parties.

No.	REVISION Description	By	Date
0	INITIAL ISSUE	DTW	01-24-2025
1	ADDRESS COMMENTS	DTW	02-11-2025
2	ADDRESS COMMENTS	DTW	02-12-2025
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

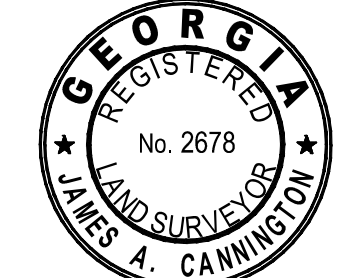
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**FINAL SUBDIVISION PLAT FOR:
MIRROR LAKE-FAIRWAY 17**
LOCATED IN LAND LOTS 179,180 AND 206 OF THE 2ND DISTRICT,
5TH SECTION, CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

SURVEYOR'S CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

James A. Cannington 02/12/2025
DATE:
JAMES A. CANNINGTON
GEORGIA REGISTERED LAND SURVEYOR NO. 2678
AS SURVEYOR FOR HUSSEY, GAY, BELL & DEVOLING, INC.
CERTIFICATE OF AUTHORIZATION # LSF000300

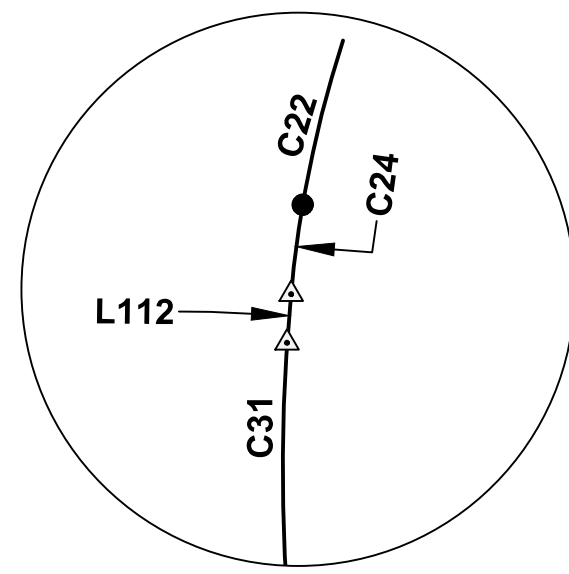


Project No. 21070
Drawn By: DTW
Checked By: JAC

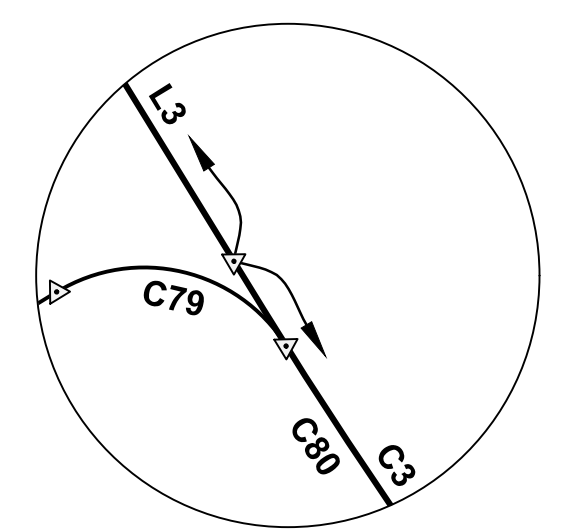
Sheet Number **3 of 6**

i:\projos\surv\2021\21070-fairway 16-17.dwg 2/10/2025 17 final plot rev. 2.dwg
surveynw-th.ctb

THIS BLOCK RESERVED FOR THE CLERK OF SUPERIOR COURT.



INSET #1
(NOT TO SCALE)



INSET #2
(NOT TO SCALE)

LL 206

LL 179

LL 206

LL 179

LL 179

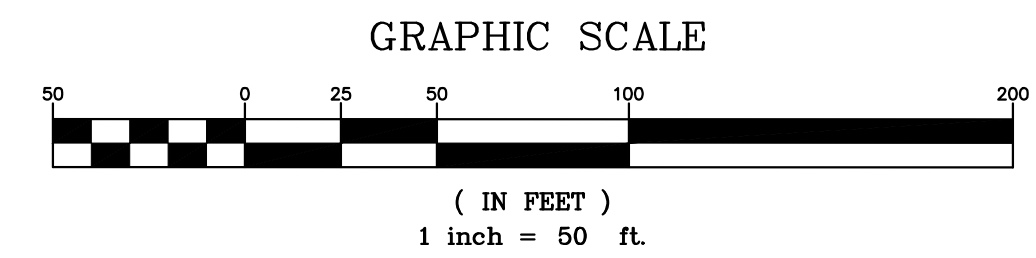
N/F SILVERLINE GOLF GROUP, LLC
PARCEL #0790250017
D.B. 4292, PG. 985

P.O.C. TIE
352.73' ALONG R/W LINE TO SW
R/W LINE OF NICHOLAS DRIVE (50'
R/W) EXTENDED TO INTERSECT.

P.O.B.

APPROXIMATE LOCATION
LAND LOT LINE

APPROXIMATE LOCATION
LAND LOT LINE



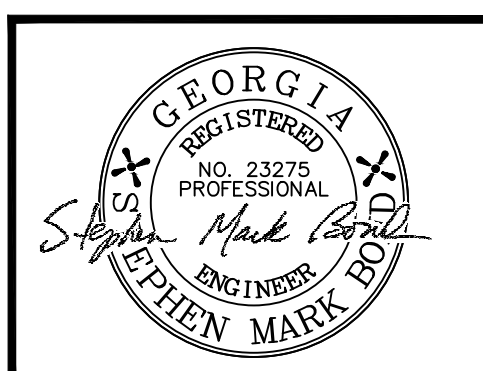
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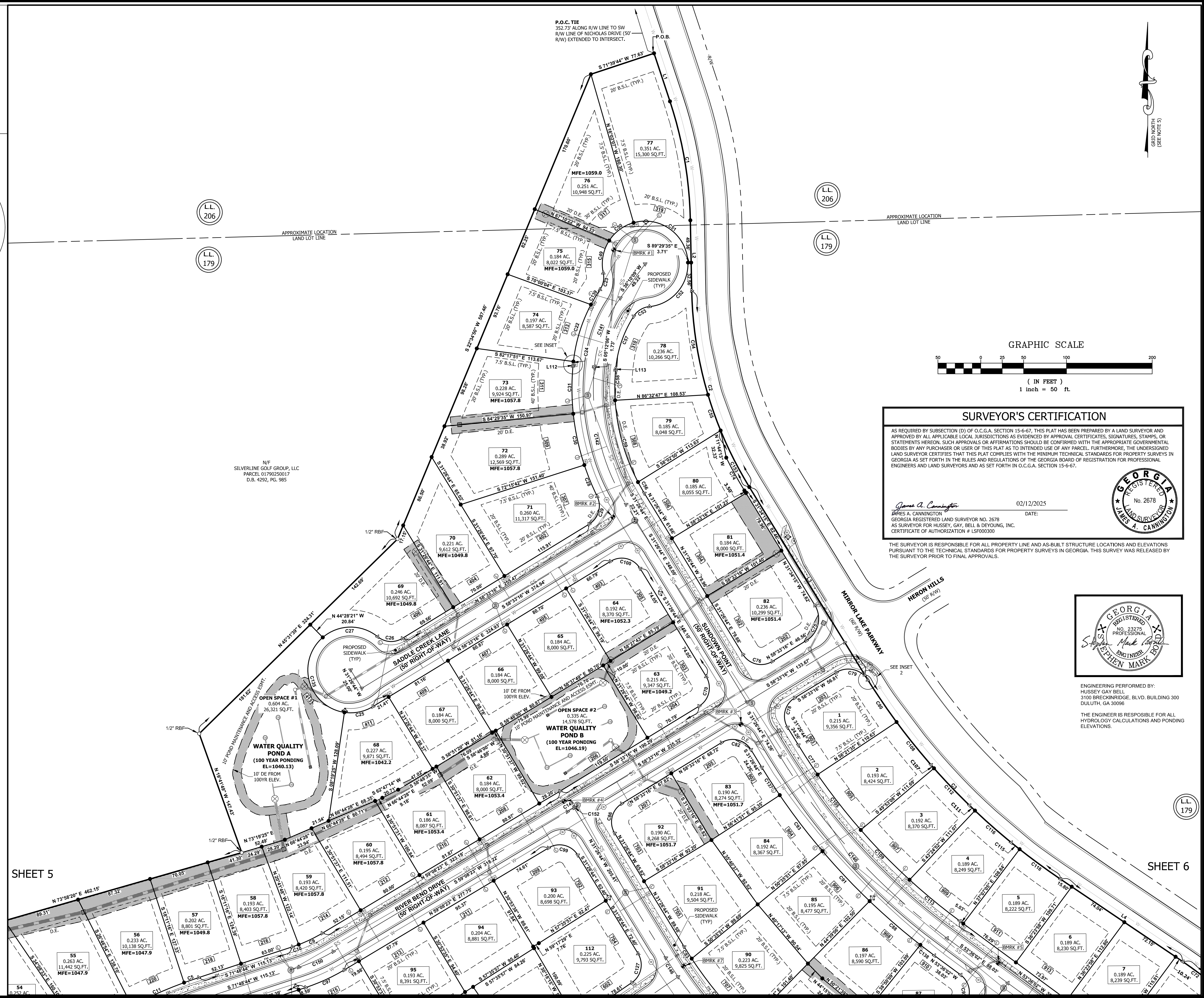
James A. Cannington 02/12/2025
DATE:
JAMES A. CANNINGTON
GEORGIA REGISTERED LAND SURVEYOR NO. 2678
AS SURVEYOR FOR HUSSEY, GAY, BELL & DEYOUNG, INC.
CERTIFICATE OF AUTHORIZATION # LSF000300



THE SURVEYOR IS RESPONSIBLE FOR ALL PROPERTY LINE AND AS-BUILT STRUCTURE LOCATIONS AND ELEVATIONS PURSUANT TO THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA. THIS SURVEY WAS RELEASED BY THE SURVEYOR PRIOR TO FINAL APPROVALS.



ENGINEERING PERFORMED BY:
HUSSEY GAY BELL
3100 BRECKINRIDGE, BLVD. BUILDING 300
DULUTH, GA 30096
THE ENGINEER IS RESPONSIBLE FOR ALL
HYDROLOGY CALCULATIONS AND PONDING
ELEVATIONS.



SHEET 5

SHEET 6

s:\proj\2021\21070 mirror lake fairway 16-17.dwg 2/10/2025 fairway 17 final plot rev 2.dwg

HUSSEY GAY BELL
Established 1958

3100 BRECKINRIDGE BLVD.
BLDG. 300
DULUTH, GEORGIA 30096-4986
TEL: (770) 923-1600
FAX: (770) 923-4202

CLIENT:
CABALLERO HOLDINGS, LLC
3840 WINDERMERE PKWY SUITE 402,
CUMMING, GEORGIA 30041

FOR:
DR HORTON
8800 ROSWELL ROAD,
BUILDING B, SUITE 100
SANDY SPRINGS, GEORGIA 30350

This document is prepared for the exclusive use of the parties listed hereon and no certification extends to any unnamed parties.

Date	By	Revision	Description
01-24-2025	DTW	0	INITIAL ISSUE
02-11-2025	DTW	1	ADDRESS COMMENTS
02-12-2025	DTW	2	ADDRESS COMMENTS
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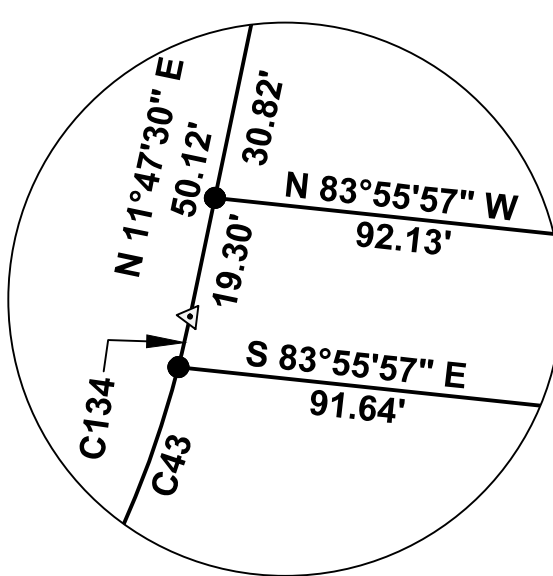
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**FINAL SUBDIVISION PLAT FOR:
MIRROR LAKE-FAIRWAY 17**
LOCATED IN LAND LOTS 179, 180 AND 206 OF THE 2ND DISTRICT,
5TH SECTION, CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

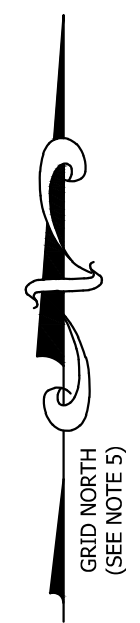
Project No. 21070
Drawn By: DTW
Checked By: JAC

Sheet Number
4 of 6

THIS BLOCK RESERVED FOR THE CLERK OF SUPERIOR COURT.



INSET #3 (NOT TO SCALE)



MIRROR LAKE
fka LAKE VAL-DO-MAR

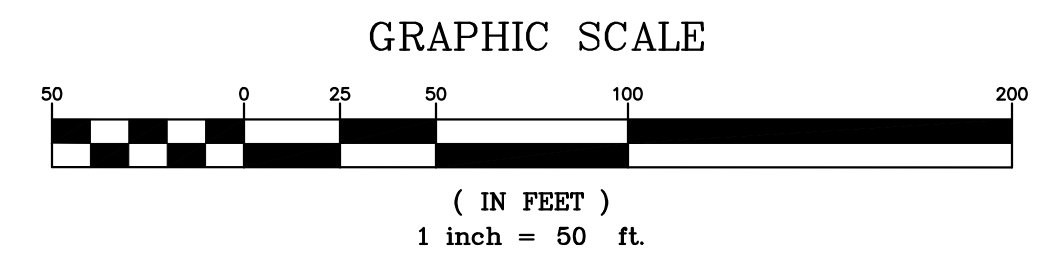
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MIRROR LAKE COMMUNITY ASSOCIATION
PARCEL 01790250019
D.B. 1729, PG. 530
P.B. 29, PG. 78-80

N/F
SILVERLINE GOLF GROUP, LLC
PARCEL 01790250017
D.B. 4292, PG. 985



ENGINEERING PERFORMED BY:
HUSSEY GAY BELL
3100 BRECKINRIDGE, BLVD, BUILDING 300
DULUTH, GA 30096

THE ENGINEER IS RESPONSIBLE FOR ALL
HYDROLOGY CALCULATIONS AND PONDING
ELEVATIONS.



SURVEYOR'S CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

James A. Cannington 02/12/2025
JAMES A. CANNINGTON
GEORGIA REGISTERED LAND SURVEYOR NO. 2678
AS SURVEYOR FOR HUSSEY, GAY, BELL & DEYOUNG, INC.
CERTIFICATE OF AUTHORIZATION # LS000390

HUSSEY GAY BELL
Established 1958

3100 BRECKINRIDGE BLVD.
BLDG. 300
DULUTH, GEORGIA 30096-4986
TEL: (770) 923-1600
FAX: (770) 923-4202

CLIENT:
CABALLERO HOLDINGS, LLC
3840 WINDERMERE PKWY SUITE 402,
CUMMING, GEORGIA 30041

FOR:
DR HORTON
8800 ROSWELL ROAD,
BUILDING B, SUITE 100
SANDY SPRINGS, GEORGIA 30350

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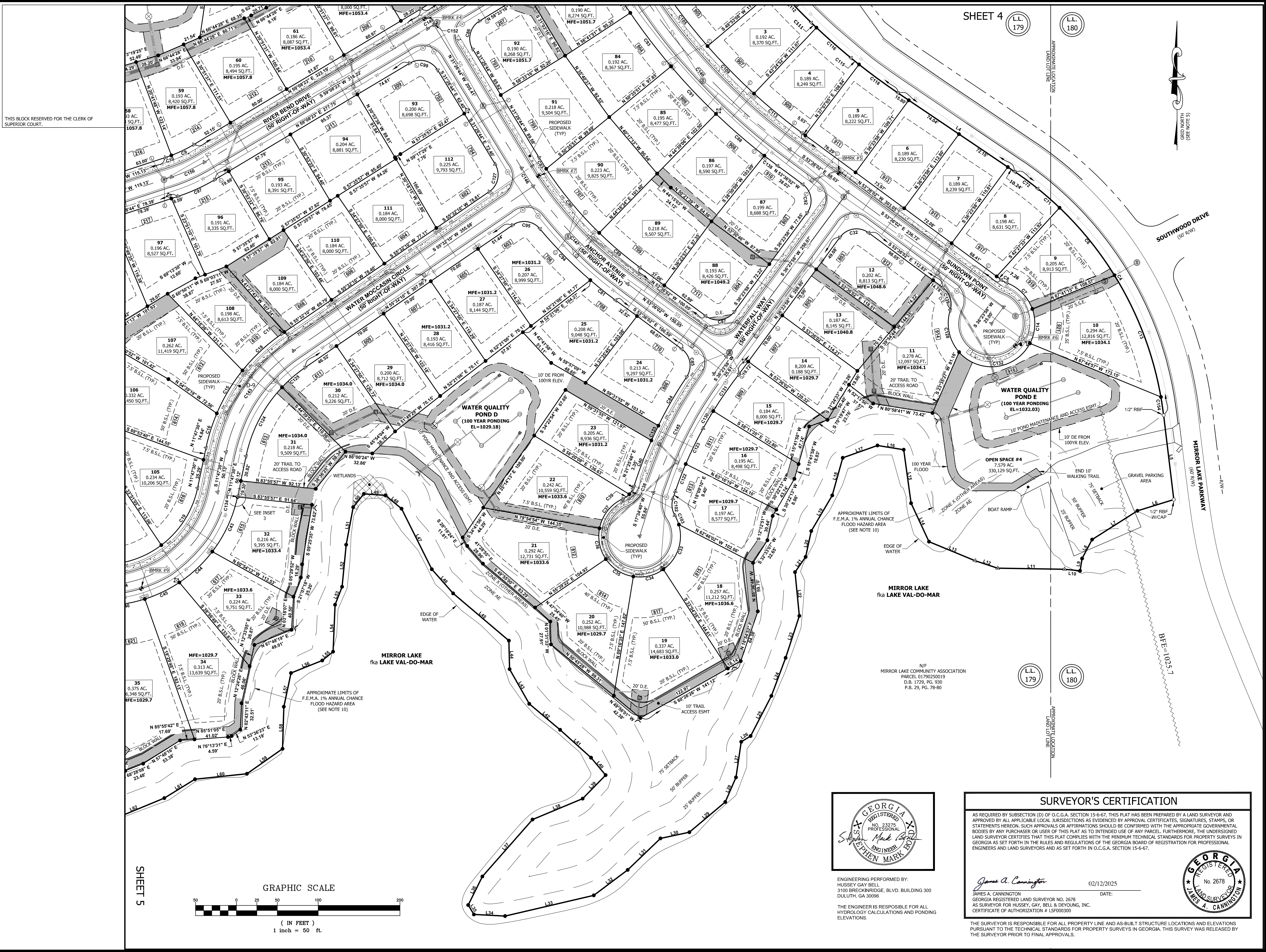
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FINAL SUBDIVISION PLAT FOR:
MIRROR LAKE-FAIRWAY 17
LOCATED IN LAND LOTS 179,180 AND 206 OF THE 2ND DISTRICT,
5TH SECTION, CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

Project No. 21070
Drawn By: DTW
Checked By: JAC

Sheet Number

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survnew-th.ctb

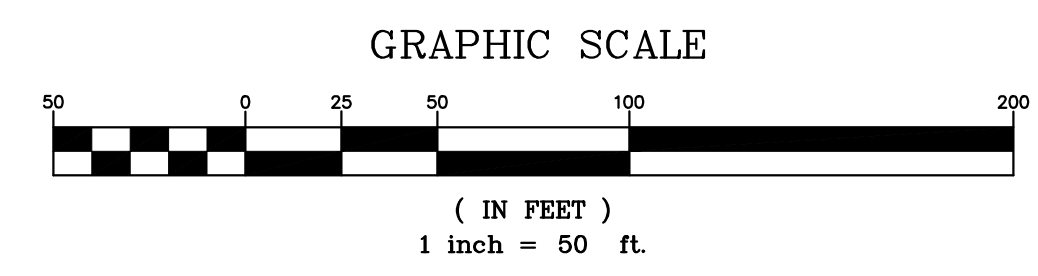


SHEET 4 (L.L. 179) (L.L. 180)



THIS BLOCK RESERVED FOR THE CLERK OF SUPERIOR COURT.

SHEET 5



HUSSEY GAY BELL
Established 1958

3100 BRECKINRIDGE BLVD.
BLDG. 300
DULUTH, GEORGIA 30096-4986
TEL: (770) 923-1600
FAX: (770) 923-4202

CLIENT:
CABALLERO HOLDINGS, LLC
3840 WINDMERE PKWY SUITE 402,
CUMMING, GEORGIA 30041

FOR:
DR HORTON
8800 ROSWELL ROAD,
BUILDING B, SUITE 100
SANDY SPRINGS, GEORGIA 30350

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FINAL SUBDIVISION PLAT FOR:
MIRROR LAKE-FAIRWAY 17
LOCATED IN LAND LOTS 179, 180 AND 206 OF THE 2ND DISTRICT,
5TH SECTION, CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA



ENGINEERING PERFORMED BY:
HUSSEY GAY BELL
3100 BRECKINRIDGE, BLVD. BUILDING 300
DULUTH, GA 30096

THE ENGINEER IS RESPONSIBLE FOR ALL HYDROLOGY CALCULATIONS AND PONDING ELEVATIONS.

SURVEYOR'S CERTIFICATION

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James A. Cannington 02/12/2025
DATE: _____
JAMES A. CANNINGTON
GEORGIA REGISTERED LAND SURVEYOR NO. 2678
AS SURVEYOR FOR HUSSEY, GAY, BELL & DEVOUNG, INC.
CERTIFICATE OF AUTHORIZATION # LSF000300



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Project No. 21070
Drawn By: DTW
Checked By: JAC

Sheet Number
6 of 6

Greystone Power Corporation

Payment kiosks at GreyStone Locations
available 24/7/365

Receipt ID: 1100788

02/26/25 04:29 PM
DOUGST4 631 388173

FOR: COTTER HOMES

708

143.10

Other A/R

56280.00

CK # : 2759

56280.00

CHANGE :

.00

greystonepower.com

770-942-6576

Open Mon-Fri 8 a.m. to 5 p.m.

Save on Home Security

Call EMC Security today at 770-963-0305

02/24/2025

Greystone Power

Date

Type

Reference

Original Amount

Balance Due

Payment

~~08/14/2024~~

Bill

10004126

56,280.00

56,280.00

56,280.00

Check Amount

56,280.00

New First Citizens

56,280.00

Berkley Insurance Company
475 STEAMBOAT ROAD, GREENWICH, CT

Maintenance Bond

DATE: 2/7/25

Bond #: 0267444

Project Name: Mirror Lake Fairway 17

BENEFICIARY: City Villa Rica 571 West Bankhead Hwy. Villa Rica, GA 30180	ACCOUNT PARTY (Principal): D.R. Horton, Inc 8800 Roswell Road, Bldg B., Suite 100 Atlanta, GA 30350
--	---

TO WHOM IT MAY CONCERN:

We hereby establish our Maintenance Bond in your favor for the sum or sums not exceeding a total of Six Hundred Thirty Six Thousand and 00 /100 US Dollars (\$636,000.00) for the development of This Maintenance Bond is available by your draft, at sight, and accompanied by your certificate that D.R. Horton, Inc, the Principal is in default of his obligations to comply with the City Villa Rica's Development Regulations in the above referenced development. This Bond shall cover all infrastructure including Drainage, Streets (including Base and Paving), Curb and Gutter, Detention Ponds, Lift Station, and Water and Sewer installations. This bond will remain in effect for a period of 18 months from the date the Final Plat is approved by the Mayor and City Council.

We hereby agree that if the Principal should fail to perform as stipulated in the said agreement, then all such demands made to us pursuant to this Maintenance Bond Number 0267444 shall be honored on presentation to the address above. We will reimburse the City Villa Rica the amount of the cost for the needed repairs of the infrastructure.

This Maintenance Bond shall be governed by and construed with the terms of the Uniform Customs and Practices for Documentary Credits (1993 Revision), International Chamber of Commerce Publication Number 500 and to the extent not inconsistent, therewith, the laws of the State of Georgia.

Sincerely,

Berkley Insurance Company



Noah William Pierce, Attorney-In-F



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Noah William Pierce or Jynell Marie Whitehead of Willis Towers Watson Southeast, Inc. of Tampa, FL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28th day of November, 2023.



Attest:
By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 28th day of November, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

[Signature of Maria C. Rundbaken]
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 7th day of February, 2025.

[Signature of Vincent P. Forte]
Vincent P. Forte

Berkley Insurance Company
475 STEAMBOAT ROAD, GREENWICH, CT 06830

Performance Bond

DATE: 2/7/25

Bond #: 0267445

Project Name: Mirror Lake Fairway 17

BENEFICIARY: City Villa Rica 571 West Bankhead Hwy. Villa Rica, GA 30180	ACCOUNT PARTY (Principal): D.R. Horton, Inc 8800 Roswell Road, Bldg B., Suite 100 Atlanta, GA 30350
--	---

TO WHOM IT MAY CONCERN:

We hereby establish our Performance Bond in your favor for the sum or sums not exceeding a total of One Hundred Twenty Seven Thousand and 00/100 US Dollars (\$127,000.00). This Performance Bond is available by your draft, at sight, and accompanied by your certificate that D.R. Horton, Inc, the Principal is in default of his obligations to comply with the City Villa Rica's Soil Erosion and Sedimentation Control Ordinance in the above referenced development, in accordance with the Land Disturbance Permit executed by the Principal on June 28, 2023 and approved by the City Villa Rica.

We hereby agree that if the Principal should fail to perform as stipulated in the said agreement, then all such demands made to us pursuant to this Performance Bond Number 0267445 shall be honored on presentation to the address above. We will reimburse the City Villa Rica the amount of the cost for the needed stabilization of the land disturbing activity based on the limits above providing, however, the cost does not exceed the total amount held. Berkley Insurance Company is not obligated to the City Villa Rica other than for the payment of the funds held of \$127,000.00.

This Performance Bond shall be governed by and construed with the terms of the Uniform Customs and Practices for Documentary Credits (1993 Revision), International Chamber of Commerce Publication Number 500 and to the extent not inconsistent, therewith, the laws of the State of Georgia.

Sincerely,

Berkley Insurance Company



Noah William Pierce, Attorney-in-Chief



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Noah William Pierce or Jynell Marie Whitehead of Willis Towers Watson Southeast, Inc. of Tampa, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28th day of November, 2023.



Attest
By [Signature]
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By [Signature]
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 28th day of November, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

[Signature]
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 7th day of February, 2025.



[Signature]
Vincent P. Forte



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: ABL-03-25 Honest Commercial Inc. dba Discount Smokes & Beer

AGENDA DATE: March 11, 2025

DATE PREPARED: February 27, 2025

PREPARED BY: Whitney Cox, Licensing Specialist

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PUBLIC HEARING: Yes

PURPOSE: To present an application for Honest Commercial Inc. dba Discount Smokes & Beer to sell retail package malt beverages and wine at the business location of 733 W. Bankhead Hwy., Villa Rica, GA 30180.

BACKGROUND: The applicant has complied with the ordinance with regard to the legal notification requirements and has successfully passed the background check conducted by the Villa Rica Police Department. Also, there are no location zoning restrictions that would hinder the issuance of the license. The business is currently operating as a convenience store with gas pumps and held a 2024 alcoholic beverage license which was not renewed prior to the deadline.

STAFF RECOMMENDATION: Approval

IMPACT: None

MOTION: I move to approve the alcohol license application for Honest Commercial Inc. dba Discount Smokes & Beer located at 733 W. Bankhead Hwy., Villa Rica, GA 30180.



Alcohol License Application

Honest Commercial

INSTRUCTIONS: Every question must be answered fully and correctly. If the space provided is not sufficient, answer the question on a separate sheet and indicate in that space that a separate sheet is attached. When completed, it must be dated, signed, and verified under oath by the applicant and filed in person by the applicant with the **Community Development Department, 1605 Carrollton Villa Rica Highway, Villa Rica, Georgia 30180**, together with all supporting documentation and the required non-refundable application fee.

A license issued to an individual shall be issued in the name of the individual. A license issued to a partnership shall be issued in the name of the partnership and in the name of one of the partners who shall be the named licensee. A license issued to a corporation having as its principal business the sale of alcoholic beverages shall be issued in the name of the Corporation and in the name of the majority stockholder or a principal officer of the corporation; and such majority stockholder or officer shall be the named licensee. A license issued to a corporation having as its principal business an activity other than the sale of alcoholic beverages shall be issued in the name of the corporation and in the name of the officer or employee of the corporation primarily responsible for the operation of the licensed premises; and such officer or employee shall be named the Licensee.

NON-REFUNDABLE APPLICATION FEE

Package Malt Beverage	\$100.00	Pouring Restaurant – All	\$100.00	Pouring Private/Supper Club- All	\$500.00
Package Wine	\$100.00	Pouring Restaurant- Limited	\$100.00	Pouring Private/Supper Club - Limited	\$500.00
Package Distilled Sprits	\$1000.00				
Wine Tasting	\$100.00	Wholesale Dealer	\$500.00	Alcohol Catering	\$100.00
Growler	\$100.00	Wine & Craft Beer Boutique	\$100.00	Special Event	\$100.00

TYPE OF LICENSE/Annual License Fee (Check One Only)

TYPE OF OUTLET

<input type="checkbox"/>	Retail Package Distilled Spirits	\$1,000.00	<input checked="" type="checkbox"/>	Retail Package Sales
<input checked="" type="checkbox"/>	Retail Package Malt Beverage	\$200.00	<input type="checkbox"/>	Restaurant
<input type="checkbox"/>	Pouring License Restaurant	\$3,500.00	<input type="checkbox"/>	Special Event
<input type="checkbox"/>	Pouring License Supper Club	\$5,000.00	<input type="checkbox"/>	Supper Club
<input type="checkbox"/>	Pouring License Private Club	\$3,500.00	<input type="checkbox"/>	Private Club
<input type="checkbox"/>	Growler License (In Conjunction with Retail Package Malt Beverage & Wine License)	\$200.00	<input type="checkbox"/>	Wine & Craft Beer Boutique
<input checked="" type="checkbox"/>	Retail Package Wine	\$100.00		
<input type="checkbox"/>	Limited Pouring License Restaurant	\$500.00		
<input type="checkbox"/>	Limited Pouring License Supper Club	\$3,000.00		
<input type="checkbox"/>	Limited Pouring License Private Club	\$500.00		
<input type="checkbox"/>	Alcohol Catering (In Conjunction with Limited Pouring License – Restaurant)	\$500.00		
<input type="checkbox"/>	Wine Tasting (In Conjunction with Retail Package Wine License)	\$100.00		
<input type="checkbox"/>	Wine & Craft Beer Boutique	\$500.00		
<input type="checkbox"/>	Wholesale Dealer	\$500.00		

PART I

1. Name of Business:

Honest Commercial Inc

2. Full name and legal residence of the NAMED LICENSEE- (a) Individual (b) Principal Officer/Employer

RAVIKUMAR. DUPAGUNTLA, 5263 Brookholloway, Douglasville 30135
Full Name Address

3. Is the above address your legal and bona-fide place of domicile? Yes No
If additional space is required, please attach to this application, noting the section to which it refers.

4. Address of business for which application is made:

733 W. Bankhead Hwy, Villa Rica, GA 30180

Phone Number: 770 459-4145 678 521-4105
Business Home/cell/other

Mailing Address: 733 W. Bankhead Hwy, Villa Rica GA 30180

5. Type of Ownership:

Individual Partnership Corporation

(A) If Individual, give full name and legal address of owner:

Full Name Address

(B) If Corporation/Partnership, give Corporate/Partnership name:

Honest Commercial Inc

Name, Percent Interest and Legal Address of Principle Stockholders and Corporate Officers or Partners:

MALIKA SRINIDAI-D 5263 Brookhollow Dr, Douglasville GA 10%
Full Name Address % Interest

KRISHNA DURAGUNTLA 5263 Brookhollow Dr, Douglasville GA 10%
Full Name Address % Interest

Full Name Address % Interest

Describe the principal business of the Corporation/Partnership:

6. Business Information:

Federal Tax ID Number: 27-0842339 GA Sales Tax Number: 307-404056

Business License Number: 1203091

PART II

1. **Will the proposed outlet have live entertainment?** Yes No
(If yes, describe how often and what type in detail)

2. **Have you obtained a copy of the City of Villa Rica Alcohol Beverage Ordinance?**

Yes No

No application will be processed until receipt of a copy of this ordinance is acknowledged.

3. **Have you included with this application a check for the non-refundable application fee required by section 4-25 of the Alcohol Beverage Ordinance of the City of Villa Rica?**

Yes No

4. **As required by Chapter 4 of the Alcoholic Beverage Ordinance of the City of Villa Rica, have you included the following with this application? Please check the applicable answer(s):**

- A copy of the Deed to the premises to be licensed, if owned by applicant.
- A copy of the Lease Agreement covering the premises to be licensed, if leased by the applicant.
- In the case of a Partnership, a copy of the Partnership Agreement.
- In the case of a Corporation, a copy of the Articles of Incorporation.
- A current stamped certificate from a registered surveyor which shows a scale drawing of the premises and the location at which the applicant desires to operate an alcoholic beverage outlet and which shows, with linear foot measurements where appropriate, such location's compliance or non-compliance with the provisions of Chapter 4 of the Alcoholic Beverage Ordinance of the City of Villa Rica.

5. **Have you confirmed with the City of Villa Rica Community Development Department that the location of the proposed outlet is in a zoning district approved for the sale of alcoholic beverages subject to the specific limitations of the respective district as provided for in Chapter 4 of the Alcoholic Beverage Ordinance of the City of Villa Rica?**

Yes No

6. **If applicable, have you received approval from the City of Villa Rica Building Official for any new construction, renovations, remodeling, etc. at the premise to be licensed?**

Yes No N/A

7. If applicable, have you received an approved site plan from the City of Villa Rica for the location of the premises to be licensed? Yes No **N/A**

8. If applicable, have you received a Carroll/Douglas County Health Department Food Service Permit and any other applicable local, state, or federal permits, etc. required for a food service establishment?
 Yes No **N/A**

9. Do you comply with the requirements of Regulation 560-2-2-38 below? Yes No
Neither a retail dealer or retail consumption dealer, whether licensed in this State or not, nor any of his employees or members of such retail dealers or retail consumption dealer's immediate family shall have, own or enjoy any ownership interest in, or partnership arrangement or other business association with the business of any wholesaler, manufacturer, producer, shipper, importer or broker.

10. Has the named Licensee and all other persons otherwise required, submitted themselves to the City of Villa Rica Police Department for fingerprinting and background check(s) as provided for in Sec. 4-29 of the Alcoholic Beverage Ordinance of the City of Villa Rica?
 Yes No

11. Has the named Licensee, any Partner(s), the Corporation or any Corporate Officer been:

- a. Convicted within the last ten (10) years of any felony or any misdemeanor involving moral turpitude? Yes No
- b. Any other misdemeanor within the past five (5) years? Yes No
- c. Denied or had revoked, within the past five (5) years, any license to sell alcoholic beverages issued by any government entity? Yes No
- d. Convicted of selling alcohol to a minor within the past three (3) years?
 Yes No

If the answer to any portion of question 11 is "yes," describe in detail and give date and occurrences:

12. Has any alcoholic beverage business in which the named Licensee, Partner(s), the Corporation or Corporate Officers holds or has held any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of the State Revenue Commissioner or any local ordinance/legislation relating to the sale or distribution of alcoholic beverage? Yes No

If the answer to any portion of question 12 is "yes," describe in detail and give date and occurrences:

13. Is the name Licensee a citizen of the U.S.? Yes No

KHAMMAM 02/28/1970
 Place of Birth Date of Birth

REFERENCES


On behalf of the named Licensee, provide three (3) personal references (not relatives, former employers, fellow employees or school teachers) who are responsible, reputable adults, business or professional men or women, who have known the named Licensee during the past five (5) years. Include name, residence/business address and number of years known:

<u>Srinivasulu Bukica</u>	<u>275 Cherrywood Lane Cumming GA 30041</u>	<u>10 years</u>	<u>920 891-7335</u>
Name	Residence/Business Address	Years Known	Phone #
<u>HAMEED FARISTA</u>	<u>1600 Duxford Walk Smyrna 30082</u>	<u>10 years</u>	<u>404 798 8777</u>
Name	Residence/Business Address	Years Known	Phone #
<u>Aziz Farista</u>	<u>1600 Duxford Walk Smyrna GA 30082</u>	<u>10 years</u>	<u>404 931-8777</u>
Name	Residence/Business Address	Years Known	Phone #

PART III
VERIFICATION

State of Georgia, Carroll County

I, RAVI KUMAR DUPAGUNTLA, Licensee, do solemnly swear subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application are true and no false or fraudulent statement or answer is made herein to procure the granting of such license.


Applicants Signature (FULL NAME IN INK)

I hereby certify that Ravi Kumar Dupaguntla signed his/her name to the foregoing application after stating to me that he/she knew and understood all statements and answers made therein and, under oath actually administered by me, has sworn that said statements and answers are true.

This 21 day of February, 20 25.

 My Commission Expires: 3/17/2028
Notary Public

(Seal)

Whitney Cox
NOTARY PUBLIC
Carroll County
State of Georgia
My Comm. Expires March 17, 2028

AFFP
LIQUOR LICENSE 03/11

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF DOUGLAS } SS

CITY OF VILLA RICA
PUBLIC NOTICE

Rachael Raney, being duly sworn, says:

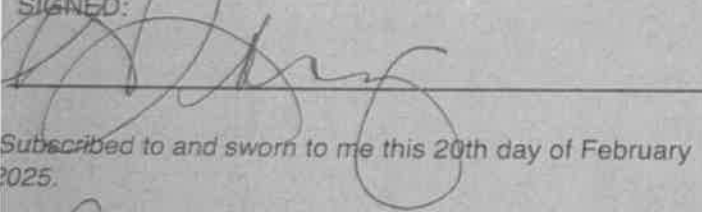
That she is Publisher of the Douglas County Sentinel, a newspaper of general circulation, printed and published in Douglasville, Douglas County, Georgia; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

February 20, 2025

Publication Fees: \$ 42.00

That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Subscribed to and sworn to me this 20th day of February 2025.



70130989 71167753

RAVI KUMAR
733 W BANKHEAD HWY
VILLA RICA, GA 30180

RAVI KUMAR DUPAGUNTLA/HONEST COMMERCIAL INC. has filed an application to sell alcoholic beverages on the premises 733 W BANKHEAD HWY VILLA RICA, GA 30180 as a retail package beer and wine. A public hearing on the application will be held on MARCH 11, 2025 at 6:00 PM at the Holt-Bishop Justice Center, Municipal Court Room, 101 Main Street, Villa Rica, Georgia. For additional information on this application, contact the Licensing Specialist, Whitney Cox (678)840-1224.
02/20

AFFP
LIQUOR LICENSE 03/11

Affidavit of Publication

STATE OF GEORGIA)
COUNTY OF CARROLL) SS

CITY OF VILLA RICA
PUBLIC NOTICE

Rachael Raney, being duly sworn, says:

That she is publisher of the Times-Georgian, a newspaper of general circulation, printed and published in Carrollton, Carroll County, Georgia; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

February 20, 2025

Publication Fees: \$ 42.00

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

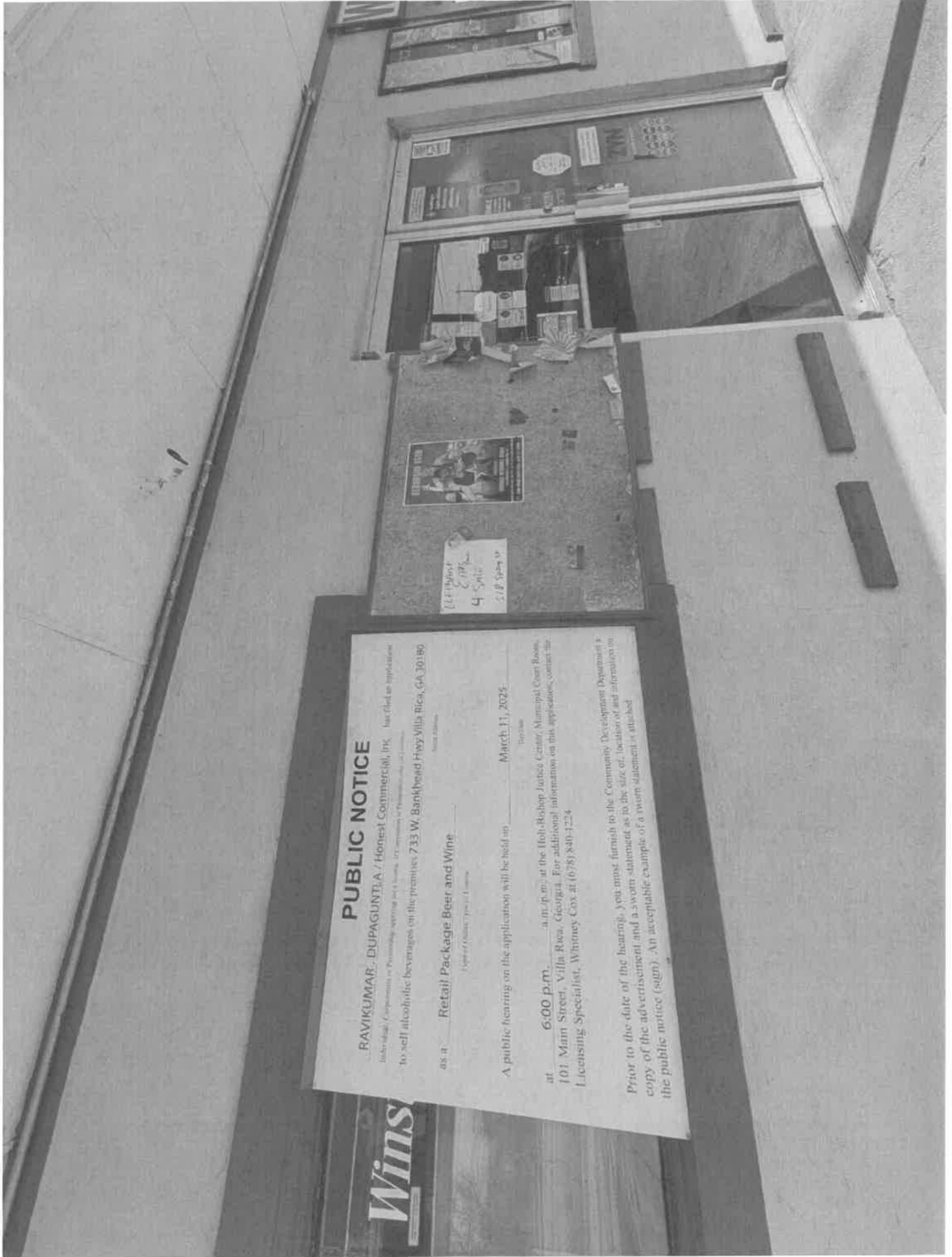
Subscribed to and sworn to me this 20th day of February 2025.



70130989 71167753

RAVI KUMAR
733 W BANKHEAD HWY
VILLA RICA, GA 30180

RAVI KUMAR DUPAGUNTLA/HONEST COMMERCIAL INC has filed an application to sell alcoholic beverages on the premises 733 W BANKHEAD HWY VILLA RICA, GA 30180 as a retail package beer and wine. A public hearing on the application will be held on MARCH 11, 2025 at 5:00 PM at the Hon. Bishop Justice Center, Municipal Court Room, 101 Main Street, Villa Rica, Georgia. For additional information on this application, contact the Licensing Specialist, Whitney Cox (678)840-1224.
02/20



PUBLIC NOTICE

RAVIKUMAR, DUPAGUNTI, A / Honest Commercial, LLC has filed an application for a **Retail Package Beer and Wine** license for the premises **733 W. Bankhead Hwy, Villa Rica, GA 30180**.

as a **Retail Package Beer and Wine** license.

A public hearing on the application will be held on **March 11, 2025**

at **6:00 p.m.** at the **Hollis Bishop Justice Center Municipal Court Room, 101 Mann Street, Villa Rica, Georgia**. For additional information on this application, contact the **Licensing Specialist, Whitney Cox** at (678) 840-1224.

Prior to the date of the hearing, you must furnish to the Community Development Department a copy of the advertisement and a sworn statement as to the size of, location of and information on the public notice (sign). An acceptable example of a sworn statement is attached.

Carroll County, GA

Assessment Notices



Summary

Parcel Number V02 0070102
Location Address 733 BANKHEAD HWY
Legal Description GOLDEN CITY MARKET/LOT BANKHEAD HWY VR24
 (Note: Not to be used on legal documents)
Class C3-Commercial
 (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District VILLA RICA (District 03)
Millage Rate 31.33
Acres 0.48
Homestead Exemption No (S0)
Landlot/District 163 / 06
Water Public
Sewer Public Sewer
Electric Electricity
Gas Pipe Gas
Topography Level
Drainage Good
Road Class City
Parcel Road Access Paved



[View Map](#)

Owner

KRISLINKS INC
 733 W BANKHEAD HWY
 VILLA RICA, GA 30180

Tax Commissioner Link

[Click here for tax information.](#)

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Comm-Route 8 Area 1	Acres	20,909	0	0	0.48	0

Commercial Improvement Information

Description Retail-Convenience Store-B
Value \$294,470
Actual Year Built 1992
Effective Year Built 1993
Square Feet 2790
Wall Height 14
Wall Frames
Exterior Wall
Roof Cover
Interior Walls
Floor Construction
Floor Finish
Ceiling Finish Celotex
Lighting Standard F.F.
Heating
Number of Buildings 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Paving: Concrete	2000	0x0 / 9000	0	\$12,053
Comm: Canopy -	1992	40x20 / 0	0	\$20,088
Comm: Site Value - B	1992	0x0 / 1	1	\$20,000



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **KRISLINKS INC** Control Number: **07009610**
 Business Type: **Domestic Profit Corporation** Business Status: **Active/Compliance**
 Business Purpose: **NONE**
 Principal Office Address: **5263 BROOKHOLLOW DR, DOUGLASVILLE, GA, 30135, USA** Date of Formation / Registration Date: **1/25/2007**
 State of Formation: **Georgia** Last Annual Registration Year: **2024**

REGISTERED AGENT INFORMATION

Registered Agent Name: **DUPAGUNTLA, RAVI K**
 Physical Address: **5263 BROOKHOLLOW DRIVE, DOUGLASVILLE, GA, 30093, USA**
 County: **Douglas**

OFFICER INFORMATION

Name	Title	Business Address
Malika Srinidhi Dupaguntla	Secretary	5263 Brookhollow Dr, Douglasville, GA, 30135, USA
Ravi Kumar Dupaguntla	CEO	5263 BROOKHOLLOW DR, DOUGLASVILLE, GA, 30135, USA
Vasavi Dupaguntla	CFO	5263 Brookhollow Dr, Douglasville, GA, 30135, USA

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530,

Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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[Report a Problem?](#)



Public Hearing Date

City Council: March 11, 2025

Request: Alcoholic Beverage License

Project Description: Pouring Restaurant- Malt Beverages, Wine & Distilled Spirits

Applicant: Captivating Camino, LLC
Licensee: Juan Diego Medina
902 Creek Run Place
Temple, GA 30179

Location: 921 Moores Ferry Rd. Ste. A., Land Lot 131, 6th District; Carroll Co., Ward 2

Parcel Number(s): V07 0100173

Current Zoning: C2 (Commercial- Medium Density)

Current Land Use: Commercial

Location and Zoning Requirements:

The Alcohol Beverage Ordinance regulates location and zoning statutes of the property proposed for serving alcohol as follows:

Sec. 4-69. Zoning Restriction

(a) No retail license shall be granted under this chapter unless the premises to be licensed are, at the time the application is approved by the mayor and council, located under the planning and zoning ordinance of the city in a non-residential zoning district subject to the specific limitation of the respective districts.

The subject property is zoned C2 (Commercial- Medium Density).

Sec. 4-70. Proximity Restrictions:

(a) No premises shall be licensed under this chapter whose location is within the following distances:

(1) For the sale of any wine or malt beverage, within 300 feet of any church building, school building, school grounds, or college campus.

Compliance: Yes

(2) For the sale of any distilled spirits, within 300 feet of any church building and within 600 feet of any school building, educational building, school grounds, or college campus.

Compliance: Yes

(3) For the sale of any distilled spirits, wine, malt beverage, within 300 feet of an alcoholic treatment center owned and operated by the State of Georgia or any county or municipal government therein.

Compliance: Yes

(4) For the sale of any alcoholic beverage for consumption on the premises, within 300 feet of any housing authority property.

Compliance: Yes

(5) No consumption-on-the-premises license shall be issued for any place of business which is located within 200 feet of a private single-family or two-family dwelling.

Compliance: Yes

Sec. 4-29 Investigation; Hearing:

In accordance with the City of Villa Rica Alcoholic Beverages Ordinance, the Villa Rica Police Department (VRPD) investigated the applicant's background. As a result of the investigation, the VRPD revealed no conviction or records against the applicant's good moral character or fitness for a license.

Public Response:

The applicant has posted a sign on the premises, as well as a notice in the Times-Georgian and the Douglas Sentinel, notifying the public of the application to obtain an alcoholic beverage license at the location.

Staff Comments:

The applicant has complied with the Ordinance regarding the legal notification requirements and has successfully passed the background check conducted by the Villa Rica Police Department. Also, there are no location restrictions that would hinder the issuance of the license.

Recommendation:

Staff recommends **approval** of the request by Captivating Camino, LLC and Juan Diego Medina, for the alcohol license to pour malt beverages, wine and distilled spirits at 921 Moores Ferry Rd. Ste. A.



Whitney Cox
Licensing Specialist

Attachments:

1. Application
2. Affidavit of Publication
3. Commercial Lease/Proof of Ownership



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: ABL-04-25 Captivating Camino

AGENDA DATE: March 11, 2025

DATE PREPARED: February 27, 2025

PREPARED BY: Whitney Cox, Licensing Specialist

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PUBLIC HEARING: Yes

PURPOSE: To present an application for Captivating Camino LLC to pour malt beverages, wine and distilled spirits at the business location of 921 Moores Ferry Rd. Ste. A., Villa Rica, GA 30180.

BACKGROUND: The applicant has complied with the ordinance with regard to the legal notification requirements and has successfully passed the background check conducted by the Villa Rica Police Department. Also, there are no location zoning restrictions that would hinder the issuance of the license.

STAFF RECOMMENDATION: Approval

IMPACT: None

MOTION: I move to approve the alcohol license application for Captivating Camino, LLC located at 921 Moores Ferry Rd. Ste. A., Villa Rica, GA 30180.



Alcohol License Checklist

This form shall be submitted with all necessary documentation. All applications shall contain a full and complete sworn and notarized statement by each applicant of all material fact relevant to the requirements of the City of Villa Rica Alcohol License Ordinance.

- ✓ Read and fully comprehend the Alcohol License Ordinance
- ✓ **Non-Criminal Justice Background Check-** Submit “Fingerprint Consent Form” to the Villa Rica Police Dept. for processing. (101 Main St. Villa Rica, GA 30180 -770-459-5149)
- ✓ **Advertising-** Email legals@times-georgian.com -request the ad to run in both the Times-Georgian and the Douglas Sentinel. The “Sample Public Notice and Advertisement” form shall be used as a template. *The ad needs to run for one (1) day and must run at least 15 days prior to the upcoming City Council meeting for the month. (Ad can run earlier; not later.)*
- ✓ **Proof of Publication-** After the ad has run, an “Affidavit of Publication” will be forwarded to the applicant from the newspaper. *Submit this document to the Licensing Specialist at least 10 days prior to the upcoming City Council meeting.*
- ✓ **Establishment Advertising-** *A notice must be posted on the premises at least 15 days prior to the upcoming City Council meeting.* The notice shall be on a board or metal sign having a surface of no less than 12 square feet. It shall be placed at least three (3) feet above the ground and facing the most traveled street. The “Sample Public Notice and Advertisement” form shall be used as a template.
- ✓ **Declaration of Advertising-** After the sign has been posted, submit photo proof as well as the completed “Public Notice (Sign) Sworn Statement” to the Licensing Specialist.
- ✓ Applicant **must** contact the Secretary of State Department of Revenue for State Alcohol License Requirements <http://dor.georgia.gov/>; applicants should also check the Alcohol & Tobacco Tax & Trade Bureau for information on requirements pertaining to this department at <http://ttb.gov>.

Juan Diego Medina
Applicant's Name

09-12-2024
Date



Alcohol License Application

INSTRUCTIONS: Every question must be answered fully and correctly. If the space provided is not sufficient, answer the question on a separate sheet and indicate in that space that a separate sheet is attached. When completed, it must be dated, signed, and verified under oath by the applicant and filed in person by the applicant with the **Community Development Department, 1605 Carrollton Villa Rica Highway, Villa Rica, Georgia 30180**, together with all supporting documentation and the required non-refundable application fee.

A license issued to an individual shall be issued in the name of the individual. A license issued to a partnership shall be issued in the name of the partnership and in the name of one of the partners who shall be the named licensee. A license issued to a corporation having as its principal business the sale of alcoholic beverages shall be issued in the name of the Corporation and in the name of the majority stockholder or a principal officer of the corporation; and such majority stockholder or officer shall be the named licensee. A license issued to a corporation having as its principal business an activity other than the sale of alcoholic beverages shall be issued in the name of the corporation and in the name of the officer or employee of the corporation primarily responsible for the operation of the licensed premises; and such officer or employee shall be named the Licensee.

NON-REFUNDABLE APPLICATION FEE

Package Malt Beverage	\$100.00	Pouring Restaurant - All	\$100.00	Pouring Private/Supper Club- All	\$500.00
Package Wine	\$100.00	Pouring Restaurant- Limited	\$100.00	Pouring Private/Supper Club - Limited	\$500.00
Package Distilled Sprits	\$1000.00				
Wine Tasting	\$100.00	Wholesale Dealer	\$500.00	Alcohol Catering	\$100.00
Growler	\$100.00	Wine & Craft Beer Boutique	\$100.00	Special Event	\$100.00

TYPE OF LICENSE/Annual License Fee (Check One Only)

- | | | |
|-------------------------------------|---|------------|
| <input type="checkbox"/> | Retail Package Distilled Spirits | \$1,000.00 |
| <input type="checkbox"/> | Retail Package Malt Beverage | \$200.00 |
| <input checked="" type="checkbox"/> | Pouring License Restaurant | \$3,500.00 |
| <input type="checkbox"/> | Pouring License Supper Club | \$5,000.00 |
| <input type="checkbox"/> | Pouring License Private Club | \$3,500.00 |
| <input type="checkbox"/> | Growler License (In Conjunction with Retail Package Malt Beverage & Wine License) | \$200.00 |
| <input type="checkbox"/> | Retail Package Wine | \$100.00 |
| <input type="checkbox"/> | Limited Pouring License Restaurant | \$500.00 |
| <input type="checkbox"/> | Limited Pouring License Supper Club | \$3,000.00 |
| <input type="checkbox"/> | Limited Pouring License Private Club | \$500.00 |
| <input type="checkbox"/> | Alcohol Catering (In Conjunction with Limited Pouring License – Restaurant) | \$500.00 |
| <input type="checkbox"/> | Wine Tasting (In Conjunction with Retail Package Wine License) | \$100.00 |
| <input type="checkbox"/> | Wine & Craft Beer Boutique | \$500.00 |
| <input type="checkbox"/> | Wholesale Dealer | \$500.00 |

TYPE OF OUTLET

- | | |
|-------------------------------------|----------------------------|
| <input type="checkbox"/> | Retail Package Sales |
| <input checked="" type="checkbox"/> | Restaurant |
| <input type="checkbox"/> | Special Event |
| <input type="checkbox"/> | Supper Club |
| <input type="checkbox"/> | Private Club |
| <input type="checkbox"/> | Wine & Craft Beer Boutique |

PART I

1. Name of Business:

Captivating Camino

2. Full name and legal residence of the NAMED LICENSEE- (a) Individual (b) Principal Officer/Employer

Juan Diego Medina 902creek Run Place Temple GA 30179
Full Name Address

3. Is the above address your legal and bona-fide place of domicile? Yes No
If additional space is required, please attach to this application, noting the section to which it refers.

4. Address of business for which application is made:

9218 Carroll Rd Villa Rica GA 30180

Phone Number: 678-8734833
Business Home/cell/other

Mailing Address: Captivating camino@gmail.com

5. Type of Ownership:

Individual Partnership Corporation

(A) If Individual, give full name and legal address of **owner**:

Full Name Address

(B) If Corporation/Partnership, give Corporate/Partnership name:

Name, Percent Interest and Legal Address of Principle Stockholders and Corporate Officers or Partners:

Juan medina 902 Creek Run Place Temple Ga _____
Full Name Address % Interest

Juritz Medina 60 Hidden Valley Dr Villarica Ga _____
Full Name Address % Interest

Full Name Address % Interest

Describe the principal business of the Corporation/Partnership:

6. Business Information:

Federal Tax ID Number: 99-4412376 GA Sales Tax Number: 309-016651

Business License Number: 211251

PART II

1. Will the proposed outlet have live entertainment? Yes No
(If yes, describe how often and what type in detail)

2. Have you obtained a copy of the City of Villa Rica Alcohol Beverage Ordinance?
 Yes No

No application will be processed until receipt of a copy of this ordinance is acknowledged.

3. Have you included with this application a check for the non-refundable application fee required by section 4-25 of the Alcohol Beverage Ordinance of the City of Villa Rica?
 Yes No

4. As required by Chapter 4 of the Alcoholic Beverage Ordinance of the City of Villa Rica, have you included the following with this application? Please check the applicable answer(s):

- A copy of the Deed to the premises to be licensed, if owned by applicant.
- A copy of the Lease Agreement covering the premises to be licensed, if leased by the applicant.
- In the case of a Partnership, a copy of the Partnership Agreement.
- In the case of a Corporation, a copy of the Articles of Incorporation.
- A current stamped certificate from a registered surveyor which shows a scale drawing of the premises and the location at which the applicant desires to operate an alcoholic beverage outlet and which shows, with linear foot measurements where appropriate, such location's compliance or non-compliance with the provisions of Chapter 4 of the Alcoholic Beverage Ordinance of the City of Villa Rica.

5. Have you confirmed with the City of Villa Rica Community Development Department that the location of the proposed outlet is in a zoning district approved for the sale of alcoholic beverages subject to the specific limitations of the respective district as provided for in Chapter 4 of the Alcoholic Beverage Ordinance of the City of Villa Rica?
 Yes No

6. If applicable, have you received approval from the City of Villa Rica Building Official for any new construction, renovations, remodeling, etc. at the premise to be licensed?
 Yes No *N/A*

7. If applicable, have you received an approved site plan from the City of Villa Rica for the location of the premises to be licensed? Yes No N/A

8. If applicable, have you received a Carroll/Douglas County Health Department Food Service Permit and any other applicable local, state, or federal permits, etc. required for a food service establishment?

Yes No

9. Do you comply with the requirements of Regulation 560-2-2-38 below? Yes No

Neither a retail dealer or retail consumption dealer, whether licensed in this State or not, nor any of his employees or members of such retail dealers or retail consumption dealer's immediate family shall have, own or enjoy any ownership interest in, or partnership arrangement or other business association with the business of any wholesaler, manufacturer, producer, shipper, importer or broker.

10. Has the named Licensee and all other persons otherwise required, submitted themselves to the City of Villa Rica Police Department for fingerprinting and background check(s) as provided for in Sec. 4-29 of the Alcoholic Beverage Ordinance of the City of Villa Rica?

Yes No

11. Has the named Licensee, any Partner(s), the Corporation or any Corporate Officer been:

a. Convicted within the last ten (10) years of any felony or any misdemeanor involving moral turpitude? Yes No

b. Any other misdemeanor within the past five (5) years? Yes No

c. Denied or had revoked, within the past five (5) years, any license to sell alcoholic beverages issued by any government entity? Yes No

d. Convicted of selling alcohol to a minor within the past three (3) years?
 Yes No

If the answer to any portion of question 11 is "yes," describe in detail and give date and occurrences:

12. Has any alcoholic beverage business in which the named Licensee, Partner(s), the Corporation or Corporate Officers holds or has held any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of the State Revenue Commissioner or any local ordinance/legislation relating to the sale or distribution of alcoholic beverage? Yes No

If the answer to any portion of question 12 is "yes," describe in detail and give date and occurrences:

13. Is the name Licensee a citizen of the U.S.? Yes No

Mexico city
Place of Birth

06-26-1971
Date of Birth

REFERENCES

On behalf of the named Licensee, provide three (3) personal references (not relatives, former employers, fellow employees or school teachers) who are responsible, reputable adults, business or professional men or women, who have known the named Licensee during the past five (5) years. Include name, residence/business address and number of years known:

Ernest Belew 2129 Ashwood Ave Nashville, ³⁷²¹²Tn 10 678-488-7974
Name Residence/Business Address Years Known Phone #

Penny Ransom 922 Creek Run Place Temple, ³⁰¹⁷⁹Ga 21 770-722-6218
Name Residence/Business Address Years Known Phone #

Brent Bridgers 38 Hidden Valley Dr Villa Rica, ³⁰¹⁸⁰Ga 8 209-416-8690
Name Residence/Business Address Years Known Phone #
770-398-6262

PART III
VERIFICATION

State of Georgia, Carroll County

I, Juan Diego Medina, Licensee, do solemnly swear subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application are true and no false or fraudulent statement or answer is made herein to procure the granting of such license.


Applicants Signature (FULL NAME IN INK)

I hereby certify that Juan Diego Medina signed his/her name to the foregoing application after stating to me that he/she knew and understood all statements and answers made therein and, under oath actually administered by me, has sworn that said statements and answers are true.

This 12th day of September, 2024.

Brett A. Smith My Commission Expires: 3.25.25
Notary Public

(Seal)

Brett T. Smith
NOTARY PUBLIC
Carroll County, GA
My Commission Expires
March 25, 2025

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF DOUGLAS } SS

PUBLIC NOTICE

CAPTIVATING CAMINO/JUAN MEDINA has filed an application to sell alcoholic beverages on the premises 921 Moores Ferry Rd. St. A Villa Rica, GA 30180 as a restaurant pouring license. A public hearing on the application will be held on March 11, 2025 at 6:00 p.m. at the Hoyt-Bishop Justice Center, Municipal Court Room, 10 Main Street, Villa Rica, Georgia. For additional information on this application, contact the Community Development Department at (678)840-1224.
02/13

Rachael Raney, being duly sworn, says:

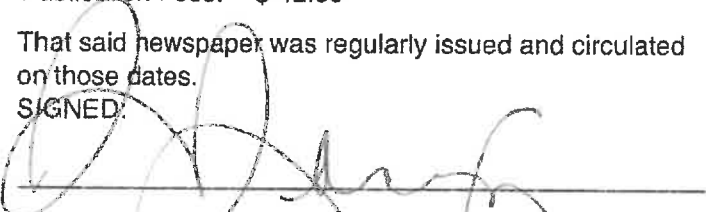
That she is Publisher of the Douglas County Sentinel, a newspaper of general circulation, printed and published in Douglasville, Douglas County, Georgia; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

February 13, 2025

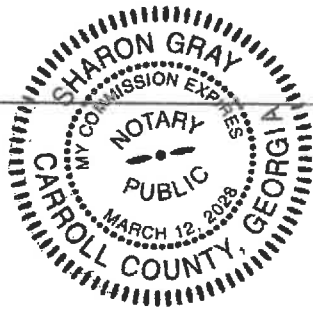
Publication Fees: \$ 42.00

That said newspaper was regularly issued and circulated on those dates.

SIGNED:


Subscribed to and sworn to me this 13th day of February 2025.





70132869 71163982

JUAN MEDINA
921 MOORES FERRY RD STE A
VILLA RICA, GA 30180

Affidavit of Publication

STATE OF GEORGIA)
COUNTY OF CARROLL) SS

PUBLIC NOTICE

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Rachael Raney, being duly sworn, says:

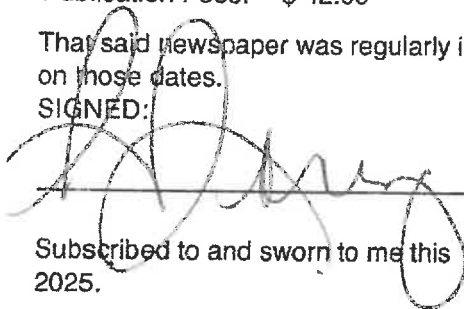
That she is publisher of the Times-Georgian, a newspaper of general circulation, printed and published in Carrollton, Carroll County, Georgia; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

February 13, 2025

Publication Fees: \$ 42.00

That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Subscribed to and sworn to me this 13th day of February 2025.





70132869 71163982

JUAN MEDINA
921 MOORES FERRY RD STE A
VILLA RICA, GA 30180

PUBLIC NOTICE
CAPTIVATING CAMINO/JUAN MEDINA has filed an application to sell alcoholic beverages on the premises **921 Moores Ferry Rd. St. A Villa Rica, GA 30180** as a restaurant pouring license. A public hearing on the application will be held on **March 11, 2025 at 6:00 p.m.** at the Holt-Bishop Justice Center, Municipal Court Room, 101 Main Street, Villa Rica, Georgia. For additional information on this application, contact the Community Development Department at (678)840-1224.

02/13



COMMERCIAL LEASE GUARANTY



2020 Printing

FOR VALUE RECEIVED and in consideration of the mutual covenants set forth herein and other good and valuable consideration, and as an inducement to S-G Management + Holding, LLC ("Landlord") to enter into a lease agreement with Captivating Camino LLC ("Tenant") having a commencement date of 8/28/2024 ("Lease"), attached as Exhibit "A" and incorporated herein, the undersigned guarantor ("Guarantor") hereby enters into this Guaranty, this date of Aug 29, 2024.

1. **Guaranty.** Guarantor hereby absolutely and unconditionally guarantees to Landlord, its successors and assigns, the prompt and full payment of all rent and other payments to be made by Tenant under the Lease, and the full performance and observance by Tenant of all the other terms, covenants, conditions to be performed and observed by Tenant, for which Guarantor shall be jointly and severally liable with Tenant. Guarantor hereby waives any notice of non-observance, or proof of notice or demand. Guarantor agrees that in the event of a default by Tenant under the Lease, Landlord may proceed against the Guarantor before, after or simultaneously with proceeding against Tenant.
2. **No Termination.** This Guaranty shall not be terminated, affected, or impaired in any manner by reason of: (1) the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease; (2) the commencement of summary or other proceedings against Tenant; (3) the failure of Landlord to enforce any of its rights against Tenant; or (4) the granting by Landlord of any extensions of time to Tenant.
3. **General Provisions.**
 - A. Guarantor further covenants and agrees that: (1) Guarantor shall be bound by all the provisions, terms, conditions, restrictions and limitations contained in the Lease which are to be observed or performed by Tenant thereunder, the same as if Guarantor were named therein as Tenant; and (2) this Guaranty shall be absolute and unconditional and shall be in full force and effect with respect to any amendment, addition, assignment, sublease transfer or other modification of the Lease, whether or not Guarantor shall have knowledge of shall have been notified of or has agreed or consented to the same, provided, however, that notwithstanding any provision to the contrary contained in such amendment, addition, assignment, sublease, transfer or other modification, the financial obligations of guarantor to pay rent and make other payments shall not be increased beyond the amounts specified in the Lease without the written consent of Guarantor.
 - B. If Landlord at any time is compelled to take action, by legal proceedings or otherwise, to enforce or compel compliance with the terms of this Guaranty, the undersigned shall, in addition to any other rights or remedies to which Landlord may be entitled hereunder or as a matter of law or in equity, pay to Landlord all costs, including reasonable attorneys' fees, incurred or expended by Landlord in connection therewith.
 - C. In the event the Lease is disaffirmed by a Trustee in bankruptcy for Tenant, Guarantor agrees that it shall, at the election of Landlord, either assume the Lease and perform all of the covenants, terms and conditions of Tenant thereunder or enter into a new lease, which said new lease shall be in form and substance identical to the Lease.
 - D. All duties and obligations of "Guarantor" pursuant to this Guaranty shall be binding upon the successors and assigns of the undersigned.
 - E. This Guaranty shall be governed by and construed in accordance with the laws of the State of Georgia.
 - F. Guarantor agrees that, to the extent that Tenant makes a payment or payments to Landlord or Landlord receives any proceeds of collateral, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or otherwise are required to be repaid to Tenant, its estate, trustee, receiver or any other party, including, without limitation, under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the obligations of Tenant or part thereof which has been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the date such initial payment, reduction or satisfaction occurred. Guarantor shall defend and indemnify Landlord of and from any claim or loss under this subparagraph, including Landlord's legal fees and expenses and other expenses in the defense of any such action or suit.
 - G. Guarantor waives and shall have no right of subrogation, indemnification, reimbursement or exoneration with respect to the liabilities of Tenant under the Lease or any rights of contribution from any other guarantors of such liabilities.
4. **Time of Essence.** Time is of the essence of this Guaranty.
5. **Entire Agreement.** This Guaranty and any attached addenda constitute the entire Guaranty and no oral statement or amendment not reduced to writing and signed by Guarantor shall be enforceable.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Jason Chaliff IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 461-1831.

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CF46, Commercial Lease Guaranty, Page 1 of 2, 01/01/20

SPECIAL STIPULATIONS. The following Special Stipulations, if conflicting with any exhibit or preceding paragraph, shall control:

Additional Special Stipulations are attached.

IN WITNESS WHEREOF, Guarantor has hereto set its hand and seal the day and year first written above.

Signed, sealed and delivered in the presence of:

Witness

Brett T. Smith
Notary Public

My Commission Expires: 3.25.25

Brett T. Smith
NOTARY PUBLIC
Carroll County, GA
My Commission Expires
March 25, 2025

[Signature]
Guarantor

Address: _____



Public Hearing Date

City Council: March 11, 2025

Request: Alcoholic Beverage License

Project Description: Pouring Restaurant- Malt Beverages, Wine & Distilled Spirits

Applicant: Captivating Camino, LLC
Licensee: Juan Diego Medina
902 Creek Run Place
Temple, GA 30179

Location: 921 Moores Ferry Rd. Ste. A., Land Lot 131, 6th District; Carroll Co., Ward 2

Parcel Number(s): V07 0100173

Current Zoning: C2 (Commercial- Medium Density)

Current Land Use: Commercial

Location and Zoning Requirements:

The Alcohol Beverage Ordinance regulates location and zoning statutes of the property proposed for serving alcohol as follows:

Sec. 4-69. Zoning Restriction

(a) No retail license shall be granted under this chapter unless the premises to be licensed are, at the time the application is approved by the mayor and council, located under the planning and zoning ordinance of the city in a non-residential zoning district subject to the specific limitation of the respective districts.

The subject property is zoned C2 (Commercial- Medium Density).

Sec. 4-70. Proximity Restrictions:

(a) No premises shall be licensed under this chapter whose location is within the following distances:

(1) For the sale of any wine or malt beverage, within 300 feet of any church building, school building, school grounds, or college campus.

Compliance: Yes

(2) For the sale of any distilled spirits, within 300 feet of any church building and within 600 feet of any school building, educational building, school grounds, or college campus.

Compliance: Yes

(3) For the sale of any distilled spirits, wine, malt beverage, within 300 feet of an alcoholic treatment center owned and operated by the State of Georgia or any county or municipal government therein.

Compliance: Yes

(4) For the sale of any alcoholic beverage for consumption on the premises, within 300 feet of any housing authority property.

Compliance: Yes

(5) No consumption-on-the-premises license shall be issued for any place of business which is located within 200 feet of a private single-family or two-family dwelling.

Compliance: Yes

Sec. 4-29 Investigation; Hearing:

In accordance with the City of Villa Rica Alcoholic Beverages Ordinance, the Villa Rica Police Department (VRPD) investigated the applicant's background. As a result of the investigation, the VRPD revealed no conviction or records against the applicant's good moral character or fitness for a license.

Public Response:

The applicant has posted a sign on the premises, as well as a notice in the Times-Georgian and the Douglas Sentinel, notifying the public of the application to obtain an alcoholic beverage license at the location.

Staff Comments:

The applicant has complied with the Ordinance regarding the legal notification requirements and has successfully passed the background check conducted by the Villa Rica Police Department. Also, there are no location restrictions that would hinder the issuance of the license.

Recommendation:

Staff recommends **approval** of the request by Captivating Camino, LLC and Juan Diego Medina, for the alcohol license to pour malt beverages, wine and distilled spirits at 921 Moores Ferry Rd. Ste. A.



Whitney Cox
Licensing Specialist

Attachments:

1. Application
2. Affidavit of Publication
3. Commercial Lease/Proof of Ownership



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: TA-05-25 Sign ordinance text amendments; sections 9.03(f), 9.04, 9.29(f), 9.39(3), 9.40(7)(b)

MEETING DATE: March 11, 2025

DATE PREPARED: February 20, 2025

PREPARED BY: Shaun Daniels, Planning & Zoning Administrator

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PUBLIC HEARING: YES

PURPOSE: TA-05-25 involves various text amendments to the sign ordinances, specifically sections 9.03(f), 9.04, 9.29(f), 9.39(3), and 9.40(7)(b).

BACKGROUND:

The Planning and Zoning Department has collaborated closely with Code Enforcement to revise and enhance several sections of the sign ordinance. The amendments address different aspects of the regulations to improve clarity and enforcement. Section 9.03(f) pertains to amending the sign review fee for submitted sign permit applications, ensuring a streamlined and fair process. Section 9.04 involves removing outdated verbiage related to the issuance of stickers for new signs, reflecting current practices. Section 9.29(f) adds requirements for borders on new metal vinyl wall signs, enhancing aesthetics and compliance. Section 9.39(3) introduces verbiage to ensure that temporary signs abide by the sign setback regulations, thereby maintaining orderly signage. Lastly, Section 9.40(7)(b) incorporates additional verbiage that mandates inflatable objects must be securely affixed to the ground, promoting safety and stability. These amendments aim to provide clearer guidelines for citizens and business owners, while assisting staff in helping the public display signage properly and safely within the city.

PLANNING AND ZONING COMMISSION: APPROVED 5-0

STAFF RECOMMENDATION: APPROVAL

IMPACT: N/A

MOTION:

I move to approve the sign ordinance text amendments for sections 9.03(f), 9.04, 9.29(f), 9.39(3), and 9.40(7)(b).

Appendix C SIGN ORDINANCE¹

Notes:

- Sec. 9.03(f) Application Information – Increasing \$25 application fee to \$50
- Sec. 9.04 Time for Consideration – Removing sticker issuance to new signs
- Sec. 9.29(f) Wall signs - Added all metal vinyl signs must have a border depending on sign footage
- Sec. 9.39(3) Temporary Signs: ****added 1 word**** - *(All)*
- Sec. 9.40(7)(b) - Temporary Signs Standards – Inflatable objects

CHAPTER II. ADMINISTRATION AND ENFORCEMENT

Sec. 9.02. Permits.

- 1) Except as specifically excluded from the requirements for obtaining a permit, it shall be unlawful for any person to post, display, substantially change, or erect a sign in the city without first having obtained a sign permit or any other permit required by this chapter or other ordinances of the city. Notwithstanding the foregoing, signs which are not visible from a public right-of-way or from neighboring properties shall not be subject to the standards of this chapter.
- 2) Sign registration. All nonconforming signs which exceed the maximum height and sign area permitted must be registered with the department within ninety (90) days of notification. The information provided for registration will be the same information required in a permit application under section 9.04. No fee will be required.

Sec. 9.03. Application information.

- 1) Applications for sign permits required by this chapter shall be filed by the sign owner or the owner's agent with the director. The application shall describe and set forth the following:
 - a) The street address of the property upon which sign is to be located and a plat map of the property which bears an indication of the proposed location of the sign;
 - b) The name and address of the owner of the real property upon which the subject sign is to be located;
 - c) Consent of the owner, or the owner's agent, granting permission for the placement or maintenance of the sign;
 - d) Name, address, phone number and occupational tax certificate number of the sign contractor;

¹Editor's note(s)—Printed herein is the sign ordinance of the city, a Rev. of 2-9-2021. Amendments to the ordinance are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original ordinance. Obvious misspellings and punctuation errors have been corrected without notation. For stylistic purposes, headings, catchlines, and citations to state statutes have been made uniform. The original system of capitalization, expression of numbers in text, and organization of subsections has been retained. Additions made for clarity are indicated by brackets.

-
- e) The type of sign to be erected, the area of the sign, the height of the sign, the shape of the sign, how the sign is to be illuminated (if at all) and an explanation of how the sign is to be mounted or erected;
 - f) The payment of a ~~\$25.00~~ \$50.00 review fee with the balance of the full application fee due upon issuance; and
 - g) Applications for ground signs shall include a site plan drawn to scale, including a closed boundary survey of the property gross acreage, the proposed location of subject sign, location of all ground signs on the property, entrance driveways from public streets, street rights-of-way, public or private easements, and building locations.
- 2) The director shall develop such forms as may be necessary to facilitate the permit application process.
- a) The applicant shall apply for all other permits or licenses required by city ordinances and state laws and regulations. Obtaining a sign permit does not exempt the permit holder from obtaining and complying with all other permits required for the sign structure.
 - b) Each application shall contain an agreement to indemnify and save the city harmless of all damages, demands or expenses of every character which may in any manner be caused by the sign or sign structure. Each applicant shall present to the department, on a request, a certificate of liability insurance prior to the issuance of a sign permit.

Sec. 9.04. Time for consideration and issuance.

- 1) The director shall process all sign permit applications within forty-five (45) business days of the director's actual receipt of an application and a sign permit fee. The director shall give notice to the applicant of his decision by hand delivery, by electronic mail, or by mailing a notice, by certified mail, return receipt requested, to the address on the permit application on or before the 45th business day after the director's receipt of the application. If mailed, notice shall be deemed to have been given upon the date of mailing in conformity with this section. If the director fails to act within the 45-day period, the permit shall be deemed to have been granted. ~~A sticker or other device bearing the sign permit number shall be affixed to the sign structure.~~ The Director may extend the permitting process beyond the 45-day period where a Certificate of Appropriateness is required from the Historic Preservation Commission, or where a Special Exception is required by the Villa Rica City Council—under such cases the Director shall notify the application of the process extension.

Sec. 9.28. Service station signs.

- 1) Monument Signs. See Section 9.22.
- 2) Pylon Signs. See Section 9.24.
- 3) Wall Signs. One (1) wall sign is permitted per building frontage.
 - a) The area of a wall sign shall not exceed one (1) square foot for each linear foot of building frontage.
 - b) Accessory car wash, if a separate drive-through car wash building is on site, one additional wall sign per street facing wall, not to exceed five square feet, may be permitted.
- 4) Service Station Canopy Signs.
 - a) Number. One (1) canopy sign per street frontage.
 - b) Area. The area of a canopy sign shall not exceed sixteen (16) square feet per frontage.
 - c) Additional Regulations. Canopy signs shall not extend beyond the gable or fascia board of the canopy.

-
- d) Color branding shall be permitted and shall not count towards the aggregate sign total.
 - 5) Within the limits of the canopy covering the pump islands, pump-island signs shall be limited to no more than two signs per island, not to exceed four square feet per sign. However, total square footage of all pump island signs shall not exceed twenty-four (24) square feet.

Sec. 9.29. Wall signs.


- 1) One (1) sign shall be permitted per building frontage on a public or private street.
 - a) Wall signs shall be securely fastened to the building surface.
 - b) Shall not extend above an eave or parapet, or above or below a fascia on which they are located. Sign length shall not exceed eighty percent (80%) of the length of the fascia.
 - c) Shall not project more than twelve (12) inches from the wall.
 - d) May be either internally or externally illuminated in all districts with the exception of the CBD and AG zoning district or unless as otherwise noted in this Ordinance. Signs in the CBD and AG districts may be externally illuminated, or halo-lit provided that the sign surface is not opaque and the lighting element is concealed.
 - e) Shall be a maximum area of two (2) square feet per one (1) linear foot of the primary tenant façade and signs for secondary frontages shall be calculated at a rate of one (1) square foot per one (1) linear foot of the tenant façade, not to exceed three-hundred (300) sf per sign, except under Sec. 9.18. In the CMU zoning district or the CBD zoning district, sign area shall be based on one and one-half (1½) square feet per one (1) linear foot of the primary tenant façade. Sign area shall be subject to aggregate sign area per lot/parcel as specified in Table 9.1: Permanent Signs.
 - f) For metal vinyl wall signs, a border shall be required. The border size shall be proportional to the size of the wall sign as follows:
 - a) Borders must be black, white, grey, or tan.
 - b) Border frames must be constructed from durable, rust-proof, weather-resistant materials.
 - i. Example materials include PVC (Polyvinyl Chloride), Aluminum, Treated Wood, Composite Wood, Stainless Steel, Fiberglass, Galvanized Steel, and Acrylic.
 - c) For wall signs up to 10 square feet, a border of at least 1 inch.
 - d) For wall signs between 10 and 50 square feet, a border of at least 2 inches.
 - e) For wall signs over 50 to 100 square feet, a border of at least 3 inches.
 - f) For wall signs over 100 square feet, a border of at least 4 inches.
- 2) For multi-store and upper-floor uses, if the upper-floors of any structure are occupied by a use that is separate and distinct from any that is located on the ground floor, that use shall be permitted a wall sign. The upper wall sign:
 - a) Shall not exceed one (1) square foot of sign area for every one (1) linear foot of tenant frontage, with a maximum square footage of fifty (50) square feet.
 - b) Shall be located on the structure between the eaves, cornices, or other roof elements and the top of windows on the uppermost floor.
 - i. Exterior walls that are horizontally inset or offset from other wall faces along the same side of a building shall only allow affixed sign structures which maintain a minimum distance of one-foot from the vertical side edges and the horizontal top edge of the wall face.




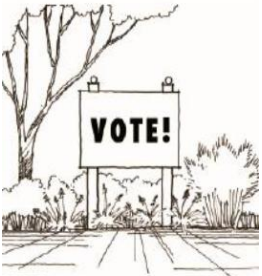
(Amd. of 7-12-2022)




Sec. 9.39. Temporary signs.


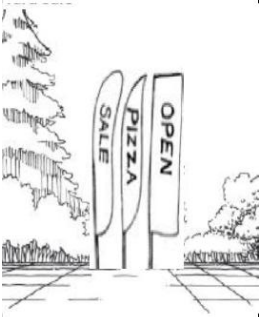


- 1) General Provisions. Temporary signs are allowed in addition to the number of permanent signs allowed for the property. However, combinations of permanent and temporary window signs shall not cover more than twenty-five percent (25%) of any window. In the case of an inconsistency between regulations provided in the sign table and regulations provided for general or specific sign types, the general regulations or regulations for specific sign types shall take precedence.
- 2) Illumination. The sign may not be illuminated.
- 3) Setback. (All) signs shall be placed a minimum of ten (10) feet from any public right-of-way and any other property line.
- 4) Temporary Sign Table Zoning References (Table 9.2 - Chart of Dimensional Requirements)



Zoning Districts	
AGR	AG
RES	R1, R2, SFA, MF1, MF2, PUD
COM	CBD, CMU, C1, C2, OMI, PUD
IND	I1, I2
(*)	In PUD zoned parcels, Residential Uses shall follow the RES regulations, and Commercial Uses shall follow the COM regulations.
NOTE: Zoning districts are subject to change. Interpretation is at the discretion of the Community Development Director.	

Table 9.2 Temporary Signs	AGR	IND	RES	COM	Specifications	
	■		■		a. Quantity (max.)	NA
					b. Sign Face Area	6 sf
					c. Height	3 ft
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	10 ft
					g. Time of Display	30 days; 9.40(3)c
					h. Landscaping/Illumination	NA/No
					i. Permit	Not Required
					j. Other	9.40(3)
	■		■		a. Quantity (max.)	NA
					b. Sign Face Area	6 sf
					c. Height	3 ft
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	10 ft
					g. Time of Display	30 days; 9.40(3)c

<p>Lawn Signs</p> 					h. Landscaping/Illumination	NA/No
<p>Post and Panel Signs</p> 	■	■	■	■	a. Quantity (max.)	2 per Property
<p>Post and Panel Signs</p> 	■		■		b. Sign Face Area	32 sf
<p>Post and Panel Signs</p> 		■		■	c. Height	NA
	■		■		d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	10 ft
					g. Time of Display	NA
					h. Landscaping/Illumination	NA/No
					i. Permit	Required
					j. Other	9.40(4)
					a. Quantity (max.)	2 per Property

Post and Panel Signs 					b. Sign Face Area	32 sf
					c. Height	NA
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	10 ft
					g. Time of Display	NA
					h. Landscaping/Illumination	NA/No
					i. Permit	Required
					j. Other	9.40(4)
	Hanging Sign Posts 	■	■	■	■	a. Quantity (max.)
					b. Sign Face Area	16 sf residential 32 sf commercial/industrial
					c. Height	NA
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	10 ft
					g. Time of Display	Removed 7 days after Sale/Rent/Lease, 9.42(5)c
					h. Landscaping/Illumination	NA/No
					i. Permit	Not Required
					j. Other	9.40(5)
Banners 	■	■	■	■	a. Quantity (max.)	1
					b. Sign Face Area	24 sf
					c. Height	NA
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	10 ft
					g. Time of Display	30 days; 9.40(6)a
					h. Landscaping/Illumination	NA/No
					i. Permit	Required
					j. Other	9.40(6)
				■	a. Quantity (max.)	1
					b. Sign Face Area	24 sf
					c. Height	NA
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	10 ft
				g. Time of Display	30 days; 9.40(6)a	

<p>Banners</p> 					h. Landscaping/Illumination	NA/No
<p>Feather Flags</p> 				■	a. Quantity (max.)	1
<p>Inflatable Objects</p> 				■	b. Sign Face Area	NA
<p>Window Signs - Temp</p> 				■	a. Quantity (max.)	1 per Window
					i. Permit	Not Required
					j. Other	9.40(6)
					g. Time of Display	30 days; 9.40(6)a
					h. Landscaping/Illumination	NA/No
					i. Permit	Required
					j. Other	9.40(6)
					a. Quantity (max.)	1
					b. Sign Face Area	NA
					c. Height	10 ft
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	10 ft
					g. Time of Display	7 consecutive days, twice per year, 9.39(7)(c)
					h. Landscaping/Illumination	NA/No
					i. Permit	Required
					j. Other	9.40(7)
					a. Quantity (max.)	40% of window
					b. Sign Face Area	NA
					c. Height	NA
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	NA
					g. Time of Display	9.40(8)(c)
					h. Landscaping/Illumination	NA/No
					i. Permit	Not Required

					j. Other	9.40(8)
				■	a. Quantity (max.)	1 per Business Establishment
					b. Sign Face Area	6 ft
					c. Height	3 ft
					d. Depth/Projection	NA
					e. Clearance	36"
					f. Setback	NA
					g. Time of Display	9.40(9)(g)
					h. Landscaping/Illumination	NA/No
					i. Permit	Not Required
					j. Other	9.40(9)
	■		■		a. Quantity (max.)	1 per Model Home (4 sf. max), 9.40(10)b
					b. Sign Face Area	32 sf aggregate sign area for all model homes
					c. Height	NA
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	10 ft
					g. Time of Display	NA
					h. Landscaping/Illumination	NA/No
					i. Permit	Required
				j. Other	9.40(10)	

Sec. 9.40. Temporary sign standards (supplement to Table 9.2).

- 1) GENERAL PROVISIONS. In no instance shall this provision be interpreted as temporarily or permanently permitting any sign prohibited by Section 9.13 Prohibited Signs of this Chapter. The following types of signs are permitted as temporary signs and may require a sign permit.
 - a) Lawn Signs
 - b) Post and Panel
 - c) Hanging Sign Post
 - d) Banners
 - e) Inflatable Objects
 - f) Window Signs
 - g) Sidewalk Signs
 - h) Model Home/Temporary Sales Facility Signs

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- i) Weekend Directionals
- 2) MINIMUM STANDARDS. Temporary signs shall comply with the following standards:
- a) Temporary signs shall not be affixed to a permanent sign or its supporting structure, including both building mounted and freestanding permanent signs.
 - b) Temporary signs shall not be affixed to poles, posts, stakes or other supporting structures that are permanently installed or anchored into the ground through the use of concrete foundations or similar anchoring techniques.
 - c) Temporary signs shall not be placed in a manner that obstructs clear sight distance (with the required sight triangle) for motorists at street intersections or driveways, consistent with Sec. 9.16(1)(f)—Sight Visibility Triangle.
 - d) Temporary signs shall not be placed on the roof of a building, or affixed to a motor vehicle, tree, utility pole or street sign.
 - e) Temporary signs shall not be illuminated or be provided with any electric service.
 - f) Temporary signs shall not be placed within any public street right-of-way, including within medians, unless expressly permitted by this Ordinance.
 - g) Temporary signs attached to building walls (other than permitted temporary window signs) shall not be placed in a manner that obstructs any window, door, fire department sprinkler connection, or street number sign.
 - h) Where temporary signs are limited in the duration of their display and limited in the total number of displays per calendar year, any required period of separation between such displays shall carry through to the following calendar year, and shall be observed prior to initiating the first allowed display during the new calendar year.
- 3) LAWN SIGNS.
- a) Lawn Signs shall be no more than six (6) square feet in surface area and shall be no higher than three (3) feet above adjacent grade.
 - b) No lawn sign shall exceed sixteen (16) square feet in aggregate area on parcels in commercial, industrial, or institutional zoning districts or eight (8) square feet on parcels in residential zoning districts.
 - c) Lawn signs are permitted for thirty (30) days, but can be renewed up to three times per calendar year for a total of ninety (90) days.
 - d) Lawn Signs may be allowed in a public or private right-of-way but shall be located no closer than ten (10) feet from the pavement of a public or private street or five (5) feet from the edge of a sidewalk, bike path, or pedestrian way, whichever is greater as it applies.
 - e) No Lawn Sign shall be:
 - i) Located such that it obstructs, impedes, or otherwise creates a hazardous condition for safe and normal flow of pedestrian or motor vehicle traffic.
 - ii) Erected on private property without the consent of the property owner.
 - iii) Placed on any tree, utility pole, or fences.
 - iv) Placed on government-owned property such as a park.
 - v) Placed on public right-of-way adjoining vacant or abandoned parcels.

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- f) Lawn Signs do not require a sign permit.
- 4) POST AND PANEL SIGNS. Post and Panel Signs shall be permitted on construction sites, provided that they meet the following provisions:
- a) Post and Panel Signs shall not exceed more than two (2) per property in a Planned Unit Development or residential subdivision, and shall not exceed thirty-two (32) square feet per sign in all zoning districts.
 - b) Post and Panel Signs shall be removed when a Certificate of Occupancy is obtained.
 - c) To ensure compliance with the regulations contained in this chapter, a sign permit shall be required in order to erect, move, alter, change copy on, or reconstruct any development construction sign.
 - d) Shall not be illuminated;
 - e) Shall maintain a minimum setback of ten (10) feet from the proposed right-of way and shall be outside of any required sight triangle;
 - f) In a residential construction project, construction signage shall be removed not later than ten (10) days after having sold or leased eighty percent (80%) of the single, two family lots or multi-family development; and,
 - g) To ensure compliance with the regulations contained in this chapter, a sign permit shall be required in order to erect, move, alter, change copy on, or reconstruct any construction sign.
- 5) HANGING SIGN POSTS. Hanging post signs shall be permitted, provided they meet the following provisions:
- a) Hanging post signs do not require a sign permit.
 - b) Hanging post signs shall not exceed more than two (2) per property, and shall not exceed a sign area of sixteen (16) square feet per sign in single-family residential zoning districts and thirty-two (32) square feet per sign in all other zoning districts.
 - c) Hanging post signs associated with commercial or individual home sales shall be removed within seven (7) days from the time the premises is sold, rented, or leased.
 - d) Hanging post signs associated with residential subdivision sales shall be removed when fifty percent (50%) of the planned subdivision has been occupied.
 - e) An extension of four (4) months may be approved at the discretion of the Community Development Director.
- 6) BANNERS. One (1) banner shall be permitted per parcel that meets the following provisions:
- a) Banners shall not exceed twenty-four (24) square feet in area are permitted for thirty (30) days, but can be renewed up to two times per calendar year for a total of ninety (90) days.
 - b) The banner shall be affixed by all four (4) corners to the building or posts where the use associated with the banner is located, except for Feather Banners which must be secured along one full side. Banners may also be located on adjacent contiguous parcels that are under common ownership as the parcel where the use associated with the banner is located.
 - c) Banners shall be associated with non-residential uses only.
 - d) To ensure compliance with the regulations contained in this Chapter, a sign permit shall be required in order to erect, move, alter, change copy on, or reconstruct any banner.
 - e) Signs that are installed by local governments and mounted to light standards or placed on public property shall be permitted.

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- f) Exceptions for public events sponsored or promoted by the local government can be exempted at the discretion of the Community Development Director.
- 7) INFLATABLE OBJECTS. Inflatable objects shall be permitted, provided that they meet the following provisions:
- a) Inflatable objects shall not exceed more than one (1) per property or business use (whichever is greater) at any time.
 - b) No single inflatable object shall exceed ten (10) feet in height.
 - c) For public safety reasons, as well as for the safety of city inspectors, inflatable objects may only be erected on the ground.
 - d) No property or business use (whichever is greater) shall make use of any inflatable sign objects or signs more than seven (7) consecutive days two (2) times per calendar year.
 - e) Air dancers shall only be allowed in C2 zoning districts and shall be permitted for thirty (30) days, but can be renewed up to two times per calendar year for a total of ninety (90) days.
 - f) Inflatable objects shall be associated with non-residential uses only.
 - g) To ensure compliance with the regulations contained in this Chapter, a sign permit shall be required

Appendix C SIGN ORDINANCE¹

CHAPTER I. IN GENERAL

Sec. 9.01. Purpose and findings.

- 1) The City Council finds that signs provide an important medium through which persons may convey a variety of noncommercial and commercial messages. However, left completely unregulated, the number, size, design characteristics, and locations of signs in the city can become a threat to public safety as a traffic hazard and a detriment to property values and to the city's general public welfare, as well as create an aesthetic nuisance. The city, further, finds that signs have become excessive and that many signs are distracting and dangerous to motorists and pedestrians, are confusing to the public and substantially detract from the beauty and appearance of the city. The city finds that there is a substantial need directly related to the public health, safety and welfare to comprehensively address these concerns through the adoption of the following regulations. The purpose and intent of the governing authority of the city in enacting the ordinance from which this chapter is derived are as follows:
 - a) To protect the health, safety and general welfare of the citizens of the city, and to implement the policies and objectives of a comprehensive development plan of the city through the enactment of a comprehensive set of regulations governing signs in the city;
 - b) To regulate the erection and placement of signs within the city in order to provide safe operating conditions for pedestrian and vehicular traffic without unnecessary and unsafe distractions to drivers or pedestrians;
 - c) To preserve the value of property on which signs are located and from which signs may be viewed;
 - d) To maintain an aesthetically attractive city in which signs are compatible with the use patterns of established zoning districts;
 - e) To maintain for the city's residents, workers and visitors a safe and aesthetically attractive environment and to advance the aesthetic interest of the city;
 - f) To establish comprehensive sign regulations that effectively balance legitimate business and development needs with a safe and aesthetically attractive environment for residents, workers, and visitors to the city;
 - g) To provide fair and reasonable opportunities for advertisement by the business community located within the city so as to promote the economic vitality of local businesses;

¹Editor's note(s)—Printed herein is the sign ordinance of the city, a Rev. of 2-9-2021. Amendments to the ordinance are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original ordinance. Obvious misspellings and punctuation errors have been corrected without notation. For stylistic purposes, headings, catchlines, and citations to state statutes have been made uniform. The original system of capitalization, expression of numbers in text, and organization of subsections has been retained. Additions made for clarity are indicated by brackets.

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- h) To ensure the protection of free speech rights under the state constitution and the United States Constitution with the city;
 - i) To establish a permit system to allow specific types of signs in zoning districts consistent with the uses, intent and aesthetic characteristics of those districts;
 - j) To allow certain signs that are small, safe, unobtrusive and incidental to the principal use of the respective lots on which they are located, subject to the substantive requirements of this chapter but without a requirement for permits;
 - k) To provide for temporary signs in limited circumstances;
 - l) To place reasonable controls on nonconforming signs that are by definition contrary to the public health, safety and welfare while protecting the constitutional rights of the owners of said nonconforming signs; and
 - m) To provide for the maintenance of signs, and to provide for the enforcement of the provisions of this chapter.

CHAPTER II. ADMINISTRATION AND ENFORCEMENT

Sec. 9.02. Permits.

- 1) Except as specifically excluded from the requirements for obtaining a permit, it shall be unlawful for any person to post, display, substantially change, or erect a sign in the city without first having obtained a sign permit or any other permit required by this chapter or other ordinances of the city. Notwithstanding the foregoing, signs which are not visible from a public right-of-way or from neighboring properties shall not be subject to the standards of this chapter.
- 2) Sign registration. All nonconforming signs which exceed the maximum height and sign area permitted must be registered with the department within ninety (90) days of notification. The information provided for registration will be the same information required in a permit application under section 9.04. No fee will be required.

Sec. 9.03. Application information.

- 1) Applications for sign permits required by this chapter shall be filed by the sign owner or the owner's agent with the director. The application shall describe and set forth the following:
 - a) The street address of the property upon which sign is to be located and a plat map of the property which bears an indication of the proposed location of the sign;
 - b) The name and address of the owner of the real property upon which the subject sign is to be located;
 - c) Consent of the owner, or the owner's agent, granting permission for the placement or maintenance of the sign;
 - d) Name, address, phone number and occupational tax certificate number of the sign contractor;
 - e) The type of sign to be erected, the area of the sign, the height of the sign, the shape of the sign, how the sign is to be illuminated (if at all) and an explanation of how the sign is to be mounted or erected;
 - f) The payment of a \$50.00 review fee with the balance of the full application fee due upon issuance; and

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- g) Applications for ground signs shall include a site plan drawn to scale, including a closed boundary survey of the property gross acreage, the proposed location of subject sign, location of all ground signs on the property, entrance driveways from public streets, street rights-of-way, public or private easements, and building locations.
- 2) The director shall develop such forms as may be necessary to facilitate the permit application process.
 - a) The applicant shall apply for all other permits or licenses required by city ordinances and state laws and regulations. Obtaining a sign permit does not exempt the permit holder from obtaining and complying with all other permits required for the sign structure.
 - b) Each application shall contain an agreement to indemnify and save the city harmless of all damages, demands or expenses of every character which may in any manner be caused by the sign or sign structure. Each applicant shall present to the department, on a request, a certificate of liability insurance prior to the issuance of a sign permit.

Sec. 9.04. Time for consideration and issuance.

- 1) The director shall process all sign permit applications within forty-five (45) business days of the director's actual receipt of an application and a sign permit fee. The director shall give notice to the applicant of his decision by hand delivery, by electronic mail, or by mailing a notice, by certified mail, return receipt requested, to the address on the permit application on or before the 45th business day after the director's receipt of the application. If mailed, notice shall be deemed to have been given upon the date of mailing in conformity with this section. If the director fails to act within the 45-day period, the permit shall be deemed to have been granted. The Director may extend the permitting process beyond the 45-day period where a Certificate of Appropriateness is required from the Historic Preservation Commission, or where a Special Exception is required by the Villa Rica City Council—under such cases the Director shall notify the application of the process extension.

Sec. 9.05. Denial and revocation.

- 1) Procedure. The director shall deny permits to applicants that submit applications for signs that do not comply with the provisions of this chapter, incomplete applications, and applications containing any false material statements. Should it be determined that a sign permit was issued pursuant to an incomplete application or an application containing a false material statement, or that a permit has been erroneously issued in violation of this chapter, the director shall revoke the permit. Should the director deny or revoke a permit, the reasons for the denial or revocation are to be stated in writing and hand delivered, by electronic mail, or mailed by certified mail, return receipt requested, to the address on the permit application on or before the 45th business day after the director's receipt of the application. Any application denied and later resubmitted shall be deemed to have been submitted on the date of resubmission, instead of the date of the original submission. Violation of any provision of this chapter and any other applicable state laws or city ordinance regulating signage will be grounds for denying a permit or revoking a permit granted by the city for the erection of a sign. No permit shall be denied or revoked, except for due cause as hereinafter defined. "Due cause" is the violation of the provisions of this chapter, other applicable ordinances, state or federal law regulating signage, or the submission of an incomplete application or an application containing false material statements.
- 2) Appeals. The City Council shall have the power and duty to hear and decide appeals where it is alleged that there is an error in the denial or revocation of a sign permit under this chapter. All such appeals shall be heard and decided following the notice requirements of Section 11.11 of the Villa Rica Zoning Ordinance, and pursuant to the following criteria and procedural requirements:

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- a) Appeal of decision by administrative officials. A denial or revocation pursuant to this chapter shall be appealable by filing with the City Clerk an application for appeal on the forms provided by the community development department specifying the grounds thereof, within fifteen (15) calendar days after the action appealed from was taken. The application fee for an appeal under this section shall be the same as that established by the City Council for an appeal under Section 11.11 of the Villa Rica Zoning Ordinance.
 - b) Decision of the City Council. Following the consideration of all testimony, documentary evidence, and matters of record, the Council shall make a determination on each appeal. An appeal shall be sustained only upon an expressed finding by the Council that the administrative official's action was based on an erroneous finding of a material fact, or that the administrative official acted in an arbitrary manner. In exercising its powers, the Council may reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from, and to that end shall have all the powers of the administrative official from whom the appeal was taken and may issue or direct the issuance of a permit provided all requirements imposed by all other applicable laws are met.
 - c) Time for final decision. A final decision will be rendered by the Council within 90 days from date an appeal is filed. If a final decision is not rendered within the 90-day period, the decision sought to be appealed shall be reversed.
- 3) Notice of public hearings. See also Sec. 11.11 of the Villa Rica Zoning Ordinance. Notice of public hearing before the Council on any application for appeal or variance shall be provided as follows:
- a) Public notification signs shall be posted within the public right-of-way or on the subject property at least fifteen (15) days before the hearing before the Council. One sign shall be posted for each five-hundred (500) feet of street frontage or fraction thereof along each street on which the subject property has frontage. Signs shall be double-faced and posted so that the face of the sign is at a right angle to the street in order that said signs can be read by the traveling public in both directions. The lettering on the signs shall be printed and at least one inch in size and the sign shall state the nature of the proposed application and the date, time and place of the public hearing before the Council; and
 - b) Notice of the nature of the proposed application and the date, time and place of the public hearing before the board shall be published in the newspaper of general circulation within the city in which are carried the legal advertisements of the city at least fifteen (15) days prior to the date of the hearing before the board and not more than forty-five (45) days prior to the date of the hearing before the Council.
 - c) The cost of all signs posted, and notice mailings sent, pursuant to this section shall be specifically paid by the applicant in addition to all other applicable application costs.
 - d) Applications may be withdrawn by the applicant or applicant's representative in writing without prejudice at any time before the vote of the City Council on the application. All fees submitted shall be forfeited in any case where the application is withdrawn after it has been advertised for a public hearing in a newspaper of general circulation.
- 4) Certiorari. In the event a person whose permit has been denied or revoked is dissatisfied with the decision of the City Council, a person may petition for writ of certiorari to the Douglas or Carroll County Superior Court, based on the address of the subject property and the county in which it is located, as provided by law.

Sec. 9.06. Permit expiration.

- 1) A sign permit shall become null and void if the sign for which the permit was issued has not been completed and fully installed within six (6) months after the date of issuance; provided, however, that where an applicant can demonstrate that a contractor was timely engaged to construct the permitted sign, but the

fabrication has not yet been completed due to the fault of the contractor, one 60-day extension may be granted by the director or his designee. No refunds will be made for permit fees paid for permits that expired due to failure to erect a permitted sign. If an individual later desires to erect a sign at the same location, a new application must be processed and another fee paid in accordance with the fee schedule applicable at such time.

Sec. 9.07. Enforcement and penalties.

- 1) The Director of Community Development, or designee, may issue a citation for violation of this chapter by any person, including if applicable, the owner, manager or tenant of the lot upon which a sign is located, for a sign erected, altered, maintained, converted, or used in violation of this chapter or in violation of any other applicable ordinance regulating signage, including, but not limited to the building and electrical codes.
- 2) The director shall have the same duties, authority, and obligations regarding access to private property, inspections, including the procurement of inspection warrants provided in Sec. 6.13(f) of the Villa Rica Unified Development Code, regarding the enforcement of this chapter.
- 3) Any person violating any provision of this chapter shall be guilty of an offense and upon conviction, shall be subject to the general penalty provided in the Code. Each sign installed, created, erected or maintained in violation of this chapter shall be considered a separate violation. For continued violations, citation for each sign issued on separate days shall be considered a separate violation when applying the penalties authorized in this Code.
- 4) The city may seek affirmative equitable relief in a court of competent jurisdiction to cause the removal or repair of any sign in violation of this chapter or other city ordinances.
- 5) The director, any city employee who operates an assigned city-owned vehicle, or any person contracting with the city for such purpose may, without notice, remove and dispose of any prohibited sign, signal, device or other structure erected, placed or maintained on the dedicated right-of-way of any public road. Such removal and disposal of a prohibited sign, signal, device or other structure shall not preclude the prosecution of any person for erecting, placing or maintaining such item in the dedicated public right-of-way.

Sec. 9.08. Variances.

- 1) Where a literal application of this chapter, due to special circumstances would result in an unusual hardship in an individual case, a variance may be granted by the City Council in accordance with the standards and procedures articulated in Section 11.06 of the Villa Rica Zoning Ordinance.
- 2) No variance shall be granted to the height of a sign which increases the height of the sign more than twenty (20) percent of that allowed by this chapter.
- 3) No variance shall be granted which increases the size of a sign more than twenty (20) percent of that allowed by this chapter.
- 4) No variance shall be granted to increase the size or height of a banner, sidewalk, wayfinding, construction or standard informational signage.

Sec. 9.09. Aggregate sign area.

- 1) Aggregate sign area, where applicable, shall refer to the sum total of all signs on a lot or parcel.
- 2) Exempt signs shall not be included in the aggregate sign area for a lot or parcel.
- 3) Aggregate sign area maximums per parcel.

Use	AG	SFR	MFR	IND	COM
Zoning District	AG	R1, R2, PUD ¹	SFA, MF1, MF2	I1, I2	MF2, CMU, CBD ⁴ , C1
Aggregate Sign Area (sf)	64	50 ² / 32 ³		300	300
Multiple Tenant				600	600
¹ PUD—Residential development shall follow residential standards. Commercial development shall follow commercial standards.					
² Institutional uses within residential zoning districts only.					
³ Subdivision entrance signs only.					
⁴ CBD limited to 200 sf.					

CHAPTER III. REGULATIONS AND RESTRICTIONS

Sec. 9.10. Exemptions.

The following signs shall be exempt from the permit requirements of this chapter; provided, however, that such signs shall be subject to all other provisions of this chapter:

- 1) Window signs;
- 2) Standard informational signs;
- 3) One suspended sign per tenant of a multi-tenant building when the area of the sign is less than six square feet per side and a common design for such signs has been established by the owner and approved by the public authority;
- 4) Signs for the sole purpose of displaying street numbers assigned by the United States Postal Service not exceeding six inches in height for residential uses and twelve (12) inches in height for nonresidential uses;
- 5) Flags on lots in all districts and banners on lots in single family residential zoning districts;
- 6) Nongovernmental traffic control devices in or adjacent to parking areas and driveways and signs located at railroad crossings;
- 7) Historic signs where:
 - a) The property, building or structure where the historic sign is to be located is designated as a historic property by the City Council; and
 - b) A previous sign must have been located on the property. The historic sign's former existence, original design, original size, original colors, original composition and other original aesthetic qualities of the historic sign shall be shown to the director's satisfaction by photographs or other documentation. The new historic sign shall be an exact replica of the original sign located on the property;
- 8) Signs and warning devices meeting the standards of the Manual on Uniform Traffic Control Devices and installed or utilized by governmental authority or by persons and entities duly authorized to work on the public rights-of-way while such work is in progress;
- 9) Sidewalk signs;

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- 10) Out-of-store marketing device;
 - 11) A-frame or easel style signs;
 - 12) Wayfinding signs.

Sec. 9.11. Fees.

- 1) The cost of a sign permit shall be established by the City Council and collected by the Community Development Director, or department designee.

Sec. 9.12. Owner's consent required.

- 1) No sign may be permitted or posted on property without the consent of the property's owner or authorized agent. Should it be determined that a sign was erected on a lot pursuant to an alleged agent's incorrect representation that the record owner of the lot in fact gave permission for the erection of a sign, the permit for such sign shall be revoked as provided in Section 9.06.

Sec. 9.13. Prohibited signs.

- 1) The following types of signs are prohibited throughout the city:
 - a) Signs placed in the dedicated right-of-way of any public road other than publicly owned or maintained signs and signs pertaining to railroad crossings;
 - b) Window signs which exceed twenty-five (25) percent of the total window area per façade of a business;
 - c) Signs that contain words, pictures, or statements which are obscene, as defined by O.C.G.A. § 16-12-80, as amended;
 - d) Signs that simulate an official traffic control device, warning sign, or regulatory sign or which hide from view any traffic control device, signal or public service sign;
 - e) Signs that emit or utilize in any manner any sound capable of being detected on any traveled road or highway by a person with normal hearing abilities;
 - f) Signs that interfere with road or highway visibility or obstruct or otherwise interfere with the safe and orderly movement of traffic or which otherwise pose a hazard to traffic due to structural deficiencies in the structure of such signs;
 - g) Signs erected by nailing, fastening or affixing the sign in any manner to any tree, curb, utility pole, natural feature, or other structure except as may be set forth herein;
 - h) Animated signs;
 - i) Signs that obstruct any fire escape, any means of egress or ventilation or that prevent free passage from one part of a roof to any other part thereof, as well as signs attached to any fire escape;
 - j) Signs that do not conform to city building and electrical codes;
 - k) Signs for which a permit is required that do not display the sign permit number;
 - l) Roof signs;
 - m) Multi-faced signs, including:
 - i) Tri-vision signs—Sec. 9.37(2); and
 - ii) LED signs not meeting the standards of Section 9.37(3);

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- n) Signs erected after the effective date of adoption of the ordinance from which this chapter is derived that are in violation of the rules and regulations;
 - o) Balloons, pennant streamers or air or gas filled figures, including air dancers/inflatable tube man and any sign constructed of non-durable material including, but not limited to, paper, cardboard or flexible plastic, except as permissible under Sec. 9.40(7). This provision does not apply to flags, banners, or special event signs;
 - p) Portable signs;
 - q) Bench signs;
 - r) Signs in the public right-of-way, except as otherwise allowed in this ordinance;
 - s) Abandoned signs. Signs (including sign structures) shall be deemed abandoned if it exhibits broken panels, visible rust, visible rot, damaged support structures, or missing letters or which is otherwise dilapidated, unsightly, and for which no person accepts maintenance responsibility, or if the business, service or commercial transaction to which it relates has been discontinued for twelve (12) months;
 - t) Any sign that is structurally unsound, or is a hazard to traffic or pedestrians;
 - u) Illegal signs;
 - v) Signs consisting in whole or in part of a series, line, or row of lights, whether supported by cables or other physical means, within one-hundred and fifty (150) feet of a street and visible therefrom. Patio/Bistro lights are exempt from this code section.
 - w) Use of string, rope, neon or LED sequenced lighting to outline windows, doors, or other architectural features of a building below the upper cornice of the structure. Notwithstanding the foregoing holiday lights and decorations displayed not more than thirty (30) days before a holiday shall be exempted from this section. Lights associated with a static window display or store merchandising shall be exempt from this section.
 - x) Twirler and/or curb-cut signs held or worn. Signs held or worn (including costumes) by a person for the purpose of advertising, providing information about, or promoting a business or other activity are permitted with the following limitations:
 - i) Such signs shall only be allowed in nonresidential zoning districts only.
 - ii) Such signs cannot exceed a maximum sign area of six (6) square feet.
 - iii) Only one (1) such sign may be used for each parcel of land and/or tenant per multi-tenant center and may not be combined with any other temporary signage.
 - iv) Signs shall not be held, displayed, or otherwise located on a public street or right-of-way except as otherwise permitted. Signs shall not obstruct pedestrian or vehicular visibility.
 - v) Signs shall not be located within twenty-five (25) feet of another such sign.
 - [vi]) Hand-held signs and costumed characters shall, if possible, be located on a public sidewalk in close proximity to the establishment. If no sidewalk is available, then hand-held signs or costumed characters shall be located in grassy or non-traffic areas, but no closer than six (6) feet to any active land of vehicular traffic.
 - [vii]) Sign bearers shall not use bull horns, amplified music, whistles, or other devices that could disrupt traffic or endanger pedestrian or traffic safety.
 - [viii]) Sign bearers shall not stand on any object, including but not limited to, boxes, ladders, stilts and roller skates.

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- [ix]] Such signs may not utilize any form of illumination, including flashing, blinking or rotating lights.
 - [x]] Such signs shall not utilize any attachments, including, but not limited to, balloons, ribbons, speakers or flags.
 - [xi]] Such signs shall be held, worn, or balanced at all times and shall not twirl or rotate unless located on private property.
 - [xii]] If the Chief of Police or his designee shall deem the placement of hand-held signs or costumed characters to be a hazard to traffic or the sign holders, a warning shall be issued to the establishment.

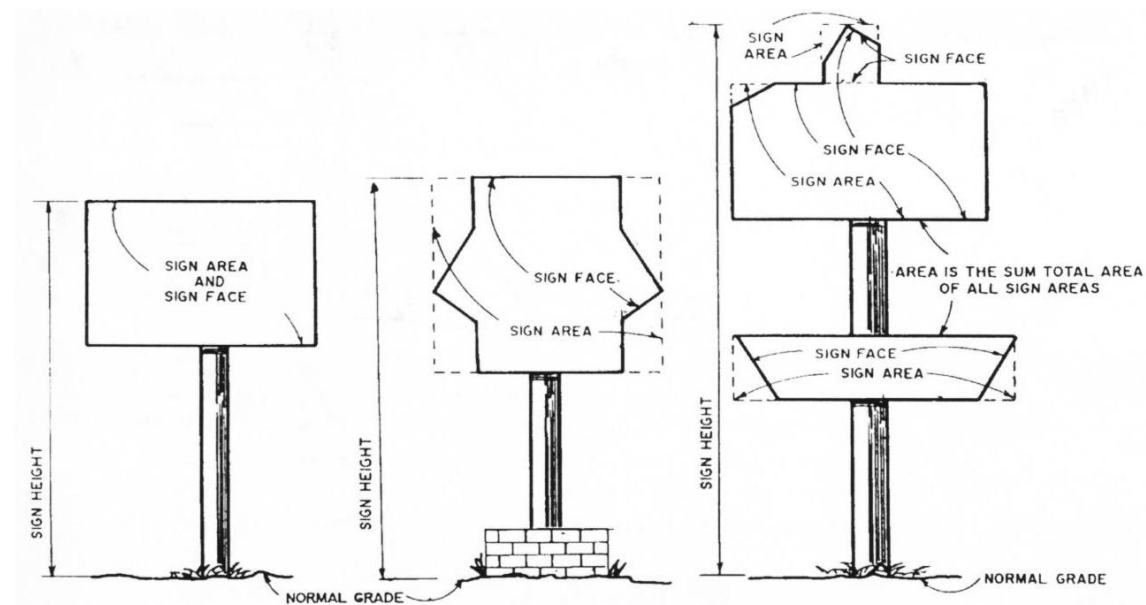
Sec. 9.14. Nonconforming signs.

- 1) The city finds that nonconforming signs may adversely affect the public health, safety and welfare. Such signs may adversely affect the aesthetic characteristics of the city and may adversely affect public safety due to the visual impact of said signs on motorists and the structural characteristics of said signs.
- 2) Any nonconforming sign that is not used or leased for a continuous period of six months shall not be reused for sign purposes unless and until it fully conforms with the terms and requirements of this chapter.
- 3) Illegal signs must be removed within thirty (30) days of notice from the city.
- 4) No structural repairs, or changes in shape, size or design, to any nonconforming sign shall be permitted except to make a nonconforming sign comply with all requirements of this chapter. Routine maintenance and changing of copy shall be permitted as long as such maintenance or changing of copy does not result in or change the shape, size, or design. Any change from a non-electronic format to an electronic format is considered a change in design and not permitted with respect to a nonconforming sign, unless the sign is brought fully into compliance with all requirements at the time of such change. Signs which are structurally unsound or present a hazard to persons or property must be removed within two days upon notification by the city.
- 5) A nonconforming sign structure may not be replaced by another nonconforming sign structure, except that a nonconforming sign may be rebuilt where the original sign structure has been damaged or destroyed by nature or an act of God. No such replacement structure may have a sign area or height greater than the original structure in accordance with the guidelines articulated in Section 3.07(1)b of the Villa Rica Zoning Ordinance. The standard in Section 3.09 is "A non-conforming building which has been damaged by accidental fire, explosion, or act of God to the extent of more than fifty percent (50%) of its reproduction value shall not be restored except in conformity with the regulations of the district in which it is located. When damaged by less than fifty percent (50%) of its reproduction value, a non-conforming building may be repaired or reconstructed and used as before the time of damage, provided that all portions of the structure being restored are not and were not on or over the property line, the non-conformity is not increased, and a Certificate of Occupancy is issued within one year of the date of the damage."

Sec. 9.15. Measurement of sign area and height.

- 1) The area of a sign shall be computed as the area within the smallest continuous polygon comprised of not more than eight straight lines enclosing the limits of a sign face, together with any sign face cabinet or frame or material, texture, or color forming an integral part of the sign face used to differentiate the sign face from the structure upon which it is placed. If polygons established around wall signs located on the same street oriented wall are within twenty-four (24) inches or less of one another, then the area of the sign shall be measured within one continuous polygon. For double-faced signs, the side of the sign with the largest sign area shall be used in computing the sign area.

- 2) The height of a sign shall be computed as the distance from the base of the sign structure at normal grade to the top of the highest attached component of the sign. Normal grade shall be construed to be the lower of existing grade prior to construction or the newly established grade after construction, exclusive of any filling, berming, mounding, or excavating solely for locating the sign. In cases in which the normal grade cannot reasonably be determined, sign height shall be computed on the assumption that the elevation of the normal grade at the base of the sign is equal to the elevation of the nearest point of the crown of a public street or the grade of the land at the principal entrance to the principal structure on the zone lot, whichever is greater. Where the normal grade is below the normal grade of a public street, the sign base can be raised to the elevation of the normal grade of the street before the height limitations are applied (surveyor's certificate required).

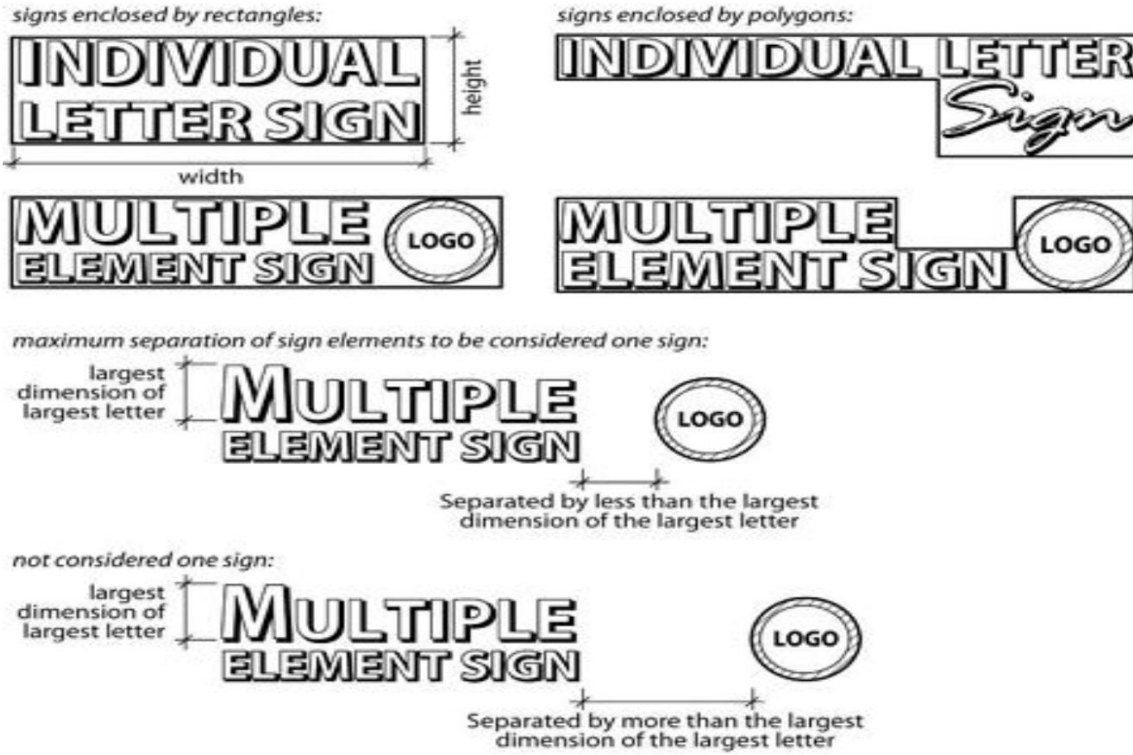


* Calculate area of smallest square, circle, rectangle or combination thereof, that can encompass the sign face.

Sec. 9.16. Height and setback requirements.

- 1) All signs shall be set back as follows, unless a more restrictive setback is specified in conditions of zoning or otherwise in this chapter:
- a) Ten feet from the right-of-way or twenty (20) feet from edge of pavement if a private street and no sign shall project over the right-of-way.
 - b) In the Downtown District—Chapter IV, Sec. 9.43-44, all permanently affixed signs shall be setback at minimum five feet from the right-of-way and outside of the required landscape and pedestrian zones.
 - c) For a residential use, if the distance from the right-of-way to the front of the principal structure is less than ten feet, signs shall be setback two-thirds of the distance between the curb line and the front of the principal structure on the lot on which the sign is located.
 - d) Along all lot lines which are not adjacent to a road all signs shall be within the buildable area of the lot. All signs shall be so located and shall provide such vertical clearance as to provide for safe, convenient and unobstructed passage for pedestrians and vehicles.

- e) Window signs are only allowed on the ground floor of a building.



- f) Sign Visibility Triangle. No sign or sign structure above a height of three feet shall be maintained within fifteen (15) feet of the intersection of the right-of-way lines extended of two streets (option 1), or of a street intersection with a railroad right-of-way. However, a sign support structure not more than ten inches in diameter may be located within the required corner visibility area if all other requirements of this chapter are met and the lowest elevation of the sign surface is at least 72" above the adjacent street elevation, with a maximum distance of 42" from the street elevation to the top of the message base (option 2). See Figure 4 below.

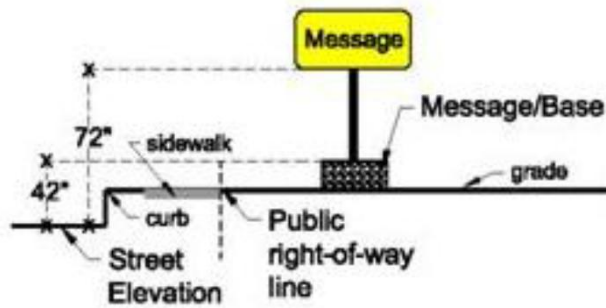
OPTION 1:

15' setback from public right-of-way line



OPTION 2:

free air space in sign between 42" and 72" above the adjacent street elevation



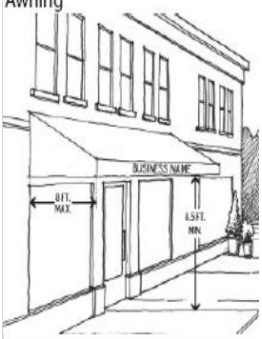


Sec. 9.17. Permanent signs.



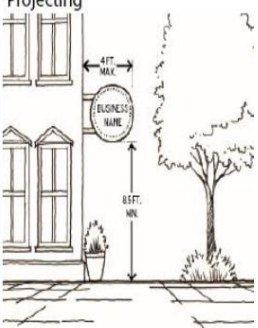
- 1) General Provision. The signs specified in the permanent signs table (Table 9.1) are permitted to be erected or maintained upon any structure, building lot, plot, or parcel of land, subject to the standards listed in Table 9.1, the limitations of this Chapter, and the issuance of the appropriate permit, unless specifically required to obtain additional approval, with the exception of signs installed in the Downtown District, which are subject to regulations under Chapter IV, Sec. 9.43-44. If it is possible to define a sign using more than one of the definitions found in Chapter V—Definitions, and one of the corresponding sign types is referenced in Table 9.1, then the sign type that provides the most restrictive standard shall apply. In any instance where the provisions of Table 9.1 conflict with the textual provisions of this section, the textual provisions shall govern.
- 2) Setback. No sign shall encroach into the right-of-way of any public or private street and shall be located outside of the Sight Visibility Triangle per Section 9.16(1)(f) Sight Visibility Triangle. Entry signs placed in the right-of-way, such as in the median of a boulevard, shall be prohibited unless approved by the City Engineer. All signs other than subdivision entry signs and directional/incidental signs shall be set back at least ten (10) feet from all public right-of-way or by actual right-of-way width, whichever is greater. Subdivision entry signs and directional/incidental signs shall be set back at least two (2) feet from all public right-of-way or by the actual right-of-way width, whichever is greater.
- 3) Address Identification. On-site non-residential use identification signs shall contain an address plate identifying the property. Characters shall be a minimum of six (6) inches in height and shall be clearly visible from the public right-of-way day and night. Address plates shall not be calculated against the allowed sign area.
- 4) Illuminated Signs. In addition to standards in this Chapter, all illuminated signs, outside of the downtown district, are subject to the following regulations:
 - a) No sign shall give off light that glares, blinds or has any other such adverse effect on traffic or adjacent properties. The light from an illuminated sign shall be established in such a way that adjacent

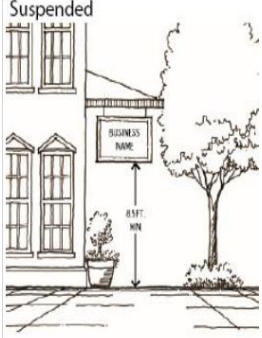
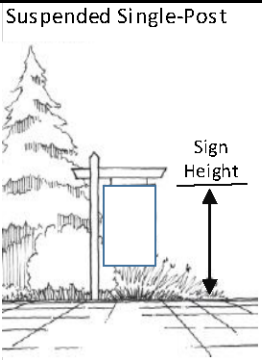

properties and roadways are not adversely affected and that no direct light is cast upon adjacent properties and roadways.




- b) Signs in non-residential districts or for non-residential uses may be internally or externally illuminated. Signs in residential districts or for residential uses, shall only be externally illuminated. Signs for non-residential uses may also be illuminated through the use of indirect lighting such as backlighting a reverse channel sign.
 - c) The light from an illuminated sign shall not be of an intensity or brightness or directed in a manner that will create a negative impact on residential properties in direct line of sight to the sign.
 - d) Lighted signs shall not be located within seventy-five (75) feet of a residential use.
 - e) In agricultural districts, signs for residential and non-residential uses shall follow the respective illumination standards for each development type.
 - f) Government and special-purpose local governments may be exempt from this requirement.
- 5) Landscaping. Landscaping, consisting of shrubs and perennial groundcover, shall be provided for ground-mounted freestanding signs, as indicated in Table 9.1, at a rate of two (2) square feet of landscaping per one (1) square foot of total sign area.
- a) All landscape materials shall be installed and maintained according to accepted nursery industry procedures.
 - b) The owner of the property shall be responsible for the continued property maintenance of all landscaping materials and buffer yards, and shall keep them in a proper, neat and orderly appearance, free from refuse and debris at all times.
 - c) All unhealthy or dead plant material shall be replaced within one (1) year, or by the next planting period, whichever comes first.
 - d) Violation of these installation and maintenance provisions shall be grounds for the Community Development Department to: fine the owner of the property in violation of the conditions of the Improvement Location Permit; require replacement of the landscape material; or institute legal proceedings to enforce the provisions of this section.
 - e) Landscape materials are intended to grow, spread and mature over time. Landscaping materials used to fulfill requirements of this chapter may not be topped or otherwise treated so as to reduce overall height. Pruning, limbing-up, topping, and other inhibiting measures including removal may only be practiced to insure the public safety or to preserve the relative health of the material involved. The use of native or drought-tolerant plantings, and the application of stone, mulch or other water-conserving materials are encouraged.
- 6) Permanent Sign Table Zoning References (Table 9.1—Chart of Dimensional Requirements)




Zoning Districts	
AGR	AG
RES	R1, R2, SFA, MF1, MF2, PUD
COM	CBD, CMU, C1, C2, OMI, PUD
IND	I1, I2
(*)	In PUD zoned parcels, Residential Uses shall follow the RES regulations and Commercial Uses shall follow the COM regulations.
NOTE: Zoning districts are subject to change. Interpretation is at the discretion of the Community Development Director.	

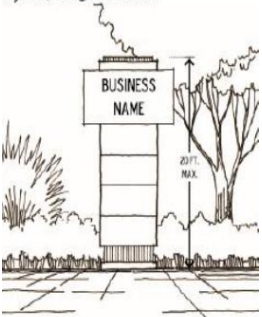
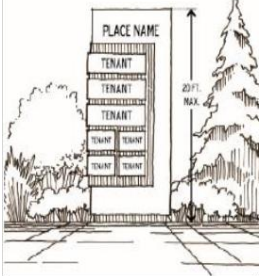
Table 9.1 <i>Permanent Signs</i>	AGR	IND	RES	COM	Specifications	
				■	a. Quantity (max.)	1 per Awning
	b. Sign Face Area	50% of Awning				
	c. Height	NA				
	d. Depth/Projection	8 ft				
	e. Clearance	8.5 ft				
	f. Setback	9.20(6), 3 ft from edge of pavement or curb				
	g. Time of Display	NA				
	h. Landscaping/Illumination	NA/9.20(7)				
	i. Electronic Message Center	No				
	j. Other	9.20				
				■	a. Quantity (max.)	1
	b. Sign Face Area	6 sf				
	c. Height	NA				
	d. Depth/Projection	NA				
	e. Clearance	8.5 ft				
	f. Setback	NA				
	g. Time of Display	NA				
	h. Landscaping/Illumination	NA/Internal Only, 9.17(4)				
	i. Electronic Message Center	No				
	j. Other	NA				
				■	a. Quantity (max.)	2
	b. Sign Face Area	8 sf				
	c. Height	NA				
	d. Depth/Projection	NA				
	e. Clearance	NA				
	f. Setback	NA				
	g. Time of Display	NA				
	h. Landscaping/Illumination	No/Yes, 9.17(4)				
	i. Electronic Message Center	No				
	j. Other	4" Letters Minimum				
		■		■	a. Quantity (max.)	1 Sign per Frontage
					b. Sign Face Area	2:1 Primary, 1:1 Secondary

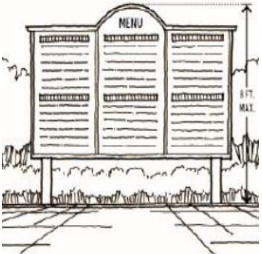


<p>Wall, Single Tenant</p> 						(Square Feet: Linear Feet)
					c. Height	9.29(1)
					d. Depth/Projection	12 inches from wall (max)
					e. Clearance	NA
					f. Setback	NA
					g. Time of Display	NA
					h. Landscaping/Illumination	No/Yes, 9.17(4), 9.29(1)(d)
					i. Electronic Message Center	No
					j. Other	[9.29]
<p>Wall, Multiple Tenant</p> 	■			■	a. Quantity (max.)	1 per Tenant Frontage
					b. Sign Face Area	9.29(1)e and/or 9.29(2)
					c. Height	9.29(2)
					d. Depth/Projection	12 inches from wall (max)
					e. Clearance	NA
					f. Setback	NA
					g. Time of Display	NA
					h. Landscaping/Illumination	No/Yes, 9.17(4)
					i. Electronic Message Center	No
					j. Other	9.29(2)
<p>Projecting</p> 				■	a. Quantity (max.)	1 per Frontage
					b. Sign Face Area	12 sf (primary frontage), 8 sf (secondary frontage)
					c. Height	NA
					d. Depth/Projection	4 ft
					e. Clearance	8.5 ft
					f. Setback	NA
					g. Time of Display	NA
					h. Landscaping/Illumination	No/Yes, 9.17(4)
					i. Electronic Message Center	No
					j. Other	9.26
				■	a. Quantity (max.)	1 per Frontage



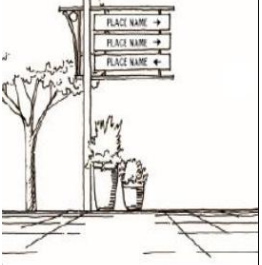

 <p>Suspended</p>					<table border="1"> <tr><td>b. Sign Face Area</td><td>12 sf (primary frontage), 8 sf (secondary frontage)</td></tr> <tr><td>c. Height</td><td>NA</td></tr> <tr><td>d. Depth/Projection</td><td>4 ft</td></tr> <tr><td>e. Clearance</td><td>8.5 ft</td></tr> <tr><td>f. Setback</td><td>NA</td></tr> <tr><td>g. Time of Display</td><td>NA</td></tr> <tr><td>h. Landscaping/Illumination</td><td>No/Yes, 9.17(4)</td></tr> <tr><td>i. Electronic Message Center</td><td>No</td></tr> <tr><td>j. Other</td><td>9.26</td></tr> </table>	b. Sign Face Area	12 sf (primary frontage), 8 sf (secondary frontage)	c. Height	NA	d. Depth/Projection	4 ft	e. Clearance	8.5 ft	f. Setback	NA	g. Time of Display	NA	h. Landscaping/Illumination	No/Yes, 9.17(4)	i. Electronic Message Center	No	j. Other	9.26		
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i. Electronic Message Center	No																								
j. Other	9.26																								
 <p>Suspended Single-Post</p>	■	■		■	<table border="1"> <tr><td>a. Quantity (max.)</td><td>1 per Frontage</td></tr> <tr><td>b. Sign Face Area</td><td>6 sf or 12 sf, 9.27(6-7)</td></tr> <tr><td>c. Height</td><td>6' or 8', 9.27(6-7)</td></tr> <tr><td>d. Depth/Projection</td><td>4 ft</td></tr> <tr><td>e. Clearance</td><td>NA</td></tr> <tr><td>f. Setback</td><td>10 ft</td></tr> <tr><td>g. Time of Display</td><td>NA</td></tr> <tr><td>h. Landscaping/Illumination</td><td>NA/No</td></tr> <tr><td>i. Electronic Message Center</td><td>No</td></tr> <tr><td>j. Other</td><td>9.27</td></tr> </table>	a. Quantity (max.)	1 per Frontage	b. Sign Face Area	6 sf or 12 sf, 9.27(6-7)	c. Height	6' or 8', 9.27(6-7)	d. Depth/Projection	4 ft	e. Clearance	NA	f. Setback	10 ft	g. Time of Display	NA	h. Landscaping/Illumination	NA/No	i. Electronic Message Center	No	j. Other	9.27
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h. Landscaping/Illumination	NA/No																								
i. Electronic Message Center	No																								
j. Other	9.27																								
 <p>Window</p>				■	<table border="1"> <tr><td>a. Quantity (max.)</td><td>1 per Tenant Frontage</td></tr> <tr><td>b. Sign Face Area</td><td>25% of window area</td></tr> <tr><td>c. Height</td><td>NA</td></tr> <tr><td>d. Depth/Projection</td><td>NA</td></tr> <tr><td>e. Clearance</td><td>NA</td></tr> <tr><td>f. Setback</td><td>NA</td></tr> <tr><td>g. Time of Display</td><td>NA</td></tr> <tr><td>h. Landscaping/Illumination</td><td>NA</td></tr> <tr><td>i. Electronic Message Center</td><td>No</td></tr> <tr><td>j. Other</td><td>9.32</td></tr> </table>	a. Quantity (max.)	1 per Tenant Frontage	b. Sign Face Area	25% of window area	c. Height	NA	d. Depth/Projection	NA	e. Clearance	NA	f. Setback	NA	g. Time of Display	NA	h. Landscaping/Illumination	NA	i. Electronic Message Center	No	j. Other	9.32
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j. Other	9.32																								
				■	<table border="1"> <tr><td>a. Quantity (max.)</td><td>1</td></tr> <tr><td>b. Sign Face Area</td><td>9.37(3), Within allowable sign area</td></tr> <tr><td>c. Height</td><td>9.37(3)</td></tr> </table>	a. Quantity (max.)	1	b. Sign Face Area	9.37(3), Within allowable sign area	c. Height	9.37(3)														
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c. Height	9.37(3)																								

<p>Time & Temperature (Digital)</p> 					<p>d. Depth/Projection</p> <p>e. Clearance</p> <p>f. Setback</p> <p>g. Time of Display</p> <p>h. Landscaping/Illumination</p> <p>i. Electronic Message Center</p> <p>j. Other</p>	<p>NA</p> <p>NA</p> <p>10 ft</p> <p>NA</p> <p>NA/9.17(4)</p> <p>No</p> <p>Permitted on Monument and Wall Signs Only</p>
<p>Monument, Directory</p> 			■		<p>a. Quantity (max.)</p> <p>b. Sign Face Area</p> <p>c. Height</p> <p>d. Depth/Projection</p> <p>e. Clearance</p> <p>f. Setback</p> <p>g. Time of Display</p> <p>h. Landscaping/Illumination</p> <p>i. Electronic Message Center</p> <p>j. Other</p>	<p>1 Sign per Frontage</p> <p>24 sf</p> <p>6 ft</p> <p>NA</p> <p>NA</p> <p>10 ft, 50 ft from residentially zoned properties</p> <p>NA</p> <p>Yes, 9.17(5)/Yes, 9.17(4)</p> <p>No</p> <p>9.22</p>
<p>Monument, Agricultural</p> 	■		■		<p>a. Quantity (max.)</p> <p>b. Sign Face Area</p> <p>c. Height</p> <p>d. Depth/Projection</p> <p>e. Clearance</p> <p>f. Setback</p> <p>g. Time of Display</p> <p>h. Landscaping/Illumination</p> <p>i. Electronic Message Center</p> <p>j. Other</p>	<p>1 (Entrance Sign Only)</p> <p>32 sf</p> <p>6 ft sign, 8 ft w/ decorative elements</p> <p>NA</p> <p>NA</p> <p>10 sf</p> <p>NA</p> <p>Yes, 9.17(5)/Yes, 9.17(4)</p> <p>No</p> <p>NA</p>
			■		<p>a. Quantity (max.)</p> <p>b. Sign Face Area</p> <p>c. Height</p>	<p>1 Sign per Entrance</p> <p>32 sf</p> <p>6 ft sign, 8 ft w/ decorative elements</p>

<p>Monument, Subdivision Entry</p> 					<p>d. Depth/Projection</p> <p>e. Clearance</p> <p>f. Setback</p> <p>g. Time of Display</p> <p>h. Landscaping/Illumination</p> <p>i. Electronic Message Center</p> <p>j. Other</p>	<p>NA</p> <p>NA</p> <p>10 ft</p> <p>NA</p> <p>Yes, 9.17(5)/External, 9.17(4)</p> <p>No</p> <p>NA</p>
<p>Monument, Commercial</p> 				■	<p>a. Quantity (max.)</p> <p>b. Sign Face Area</p> <p>c. Height</p> <p>d. Depth/Projection</p> <p>e. Clearance</p> <p>f. Setback</p> <p>g. Time of Display</p> <p>h. Landscaping/Illumination</p> <p>i. Electronic Message Center</p> <p>j. Other</p>	<p>1 Sign per Frontage</p> <p>50 sf (primary frontage), 24 sf (secondary frontage)</p> <p>6 ft sign, 8 ft w/ decorative elements</p> <p>NA</p> <p>NA</p> <p>10 ft, 50 ft from residentially zoned properties</p> <p>NA</p> <p>Yes, 9.17(5)/Yes, 9.1(4)</p> <p>Yes</p> <p>9.22, Multi-tenant allowed 25% more face area</p>
<p>Monument, Institutional</p> 	■		■	■	<p>a. Quantity (max.)</p> <p>b. Sign Face Area</p> <p>c. Height</p> <p>d. Depth/Projection</p> <p>e. Clearance</p> <p>f. Setback</p> <p>g. Time of Display</p> <p>h. Landscaping/Illumination</p>	<p>1</p> <p>50 sf</p> <p>6 ft sign, 8 ft w/ decorative elements</p> <p>NA</p> <p>NA</p> <p>10 ft, 50 ft from residentially zoned properties</p> <p>NA</p> <p>Yes, 9.17(5)/Yes, 9.17(4)</p>

					i. Electronic Message Center	Yes
					j. Other	9.22, EMC regulated by 9.37
Pylon, Single Tenant		■		■	a. Quantity (max.)	1 (Nonpermissible in CBD and CMU)
					b. Sign Face Area	100 sf
					c. Height	20 ft
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	10 ft
					g. Time of Display	NA
					h. Landscaping/Illumination	No/Yes, 9.17(4)
					i. Electronic Message Center	Yes
					j. Other	9.24, 2 ft minimum width
Pylon, Multiple Tenant		■		■	a. Quantity (max.)	1 (Nonpermissible in CBD)
					b. Sign Face Area	150 sf
					c. Height	20 ft
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	10 ft
					g. Time of Display	NA
					h. Landscaping/Illumination	No/Yes, 9.17(4)
					i. Electronic Message Center	Yes
					j. Other	9.25, 2 ft minimum width
				■	a. Quantity (max.)	2
					b. Sign Face Area	72 sf
					c. Height	8 ft
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	10 ft
					g. Time of Display	NA
					h. Landscaping/Illumination	Yes, 9.17(5)/Yes, 9.17(4)

<p>Menu Board</p> 					i. Electronic Message Center	Yes
<p>Service Station Canopy</p> 				■	a. Quantity (max.)	1 per Frontage
					b. Sign Face Area	16 sf
					c. Height	NA
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	NA
					g. Time of Display	NA
					h. Landscaping/Illumination	No/Yes, 9.17(4)
					i. Electronic Message Center	No
					j. Other	9.28
<p>Home Business</p> 	■				a. Quantity (max.)	1
					b. Sign Face Area	6 sf
					c. Height	NA
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	10 ft
					g. Time of Display	NA
					h. Landscaping/Illumination	NA/No
					i. Electronic Message Center	No
					j. Other	9.23
		■			a. Quantity (max.)	1 per Frontage
					b. Sign Face Area	20 sf
					c. Height	5 ft
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	10 ft
					g. Time of Display	NA
					h. Landscaping/Illumination	Yes, 9.17(5)/No (Yes, in CMU)

<p>Post</p> 					i. Electronic Message Center	No
<p>Directional/Incidental</p> 		■	■	■	a. Quantity (max.)	NA
					b. Sign Face Area	6 ft (logo plus text)
					c. Height	4 ft
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	2 ft
					g. Time of Display	NA
					h. Landscaping/Illumination	N/A, 9.17(4)
					i. Electronic Message Center	No
					j. Other	NA
<p>Wayfinding</p> 	■	■	■	■	a. Quantity (max.)	Planning Commission Approval, 9.30
					b. Sign Face Area	Planning Commission Approval, 9.30
					c. Height	Planning Commission Approval, 9.30
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	2 ft
					g. Time of Display	NA
					h. Landscaping/Illumination	Planning Commission Approval/No
					i. Electronic Message Center	No
					j. Other	9.30
		■		■	a. Quantity (max.)	1 Sign with 2 Faces
					b. Sign Face Area	672 sf
					c. Height	65 ft from base of interstate roadway
					d. Depth/Projection	NA
					e. Clearance	NA

					f. Setback	25 ft from closest edge of sign facing interstate ROW
					g. Time of Display	NA
					h. Landscaping/Illumination	No/Yes, 9.17(4)
					i. Electronic Message Center	No
					j. Other	9.37

Sec. 9.18. Master or common signage plan.

- 1) Purpose. The purpose of a master signage plan is to ensure that signage for multi-tenant properties is coordinated and consistent with the standards of this code.
- 2) Applicability. All applications for new construction or reconstruction of shopping centers, business and industrial parks and other multi-tenant developments shall be accompanied by a master signage or common signage plan or amendments thereto. The owner of the property shall be responsible for allocating sign area to tenants of the property. The plan shall be approved the Community Development Director or his designee.
- 3) Master Signage Plan Contents. Any site plan application for applicable development projects shall include a master signage plan, signed by the property owners or their authorized agents, that includes the following information:
 - a) Plot lot plan at scale;
 - b) Location of buildings, parking lots, driveways and landscaped areas;
 - c) Computation of the total frontage of the lot, parcel or tract and maximum total sign area, maximum area of individual signs, heights of signs, and number of pole/post signs;
 - d) Location and placement of all signs;
 - e) Setbacks and sign dimensions; and
 - f) Landscaping and other site improvements to be coordinated with the sign placement.
- 4) Sign Area Bonus for Master Signage Plans. The maximum total sign area allowed for a multi-tenant development may be increased by ten (10%) percent if the Master Signage Plan demonstrates the use of uniform wall signage, graphics, lettering, sizes, colors, materials, and placement. The plan may provide for design variations for colors and lettering that are part of a corporate logo or identification scheme. A single menu sign that incorporates and coordinates with these methods of signage shall be used rather than multiple signs for the property.

Sec. 9.19. Special sign standards by commercial highway corridor.

- 1) Purpose. The purpose of this section is to allow for an increase sign height and signable area for mixed use, commercial and/or industrial developments along the described highway corridor.
- 2) Highway 61 Corridor. The location of the corridor shall be from the intersection of U.S. Highway 78 and S.R. 61 south to the city limits. A development must have road frontage along Highway 61 or frontage road to be considered in this corridor.

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- a) Height. Pylon signs shall be no taller than twenty-five (25) feet in height and Monument Signs shall be no taller than fifteen (15) feet in height, measured from the level of the crown of the adjacent road to the highest point on the sign structure.
 - b) Setback. Signs shall be setback at least five (5) feet from any property line.
 - c) Signable Area:
 - i) Single developments - one-hundred (100) square feet
 - ii) Multi-tenant developments with less than three (3) suites/units—one-hundred twenty-five (125) square feet
 - iii) Multi-tenant developments with more than three (3) suites/units—two-hundred (200) square feet
- 3) Highway 78 Corridor. The location of the corridor shall be along Highway 78 in the City Limits of Villa Rica, excluding properties zoned CMU or CBD. A development must have road frontage along Highway 78 to be considered within this corridor.
- a) Height. Monument signs shall be no taller than ten (10) feet in height, measured from the level of the crown of the adjacent road to the highest point on the sign structure.
 - b) Setback. Signs shall be setback at least five (5) feet from any property line.
 - c) Signable Area:
 - i) Single developments—seventy-five (75) square feet
 - ii) Multi-tenant developments with less than three (3) suites/units—one-hundred (100) square feet
 - iii) Multi-tenant developments with more than three (3) suites/units—one-hundred fifty (150) square feet
- 4) Mirror Lake Boulevard. The location of the corridor shall be along Mirror Lake Boulevard in the City Limits of Villa Rica, from the Hwy. 78 overpass to Shoreline Parkway. A development must have road frontage along Mirror Lake Boulevard to be considered within this corridor.
- a) Height. Monument signs shall be no taller than ten (10) feet in height, measured from the level of the crown of the adjacent road to the highest point on the sign structure. Pylon signs shall be limited to a maximum of twenty-five (25) feet.
 - b) Setback. Signs shall be setback at least five (5) feet from any property line.
 - c) Signable Area:
 - i) Single developments - seventy-five (75) square feet
 - ii) Multi-tenant developments with less than three (3) suites/units—one-hundred (100) square feet
 - iii) Multi-tenant developments with more than three (3) suites/units—one-hundred fifty (150) square feet

Sec. 9.20. Awning signs.

- 1) Lettering, logos, symbols, and graphics are allowed on a shed (slope) portion of the awning and valance portion of the awning.
- 2) Signs shall be applied flat against the awning surface.
- 3) The sign area shall not exceed fifty (50) percent of the shed plus valance.

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- 4) The lowest point of the awning shall not be closer than eight and one-half (8.5) feet above the adjacent grade.
 - 5) Only permanent signs that are an integral part of the awning shall be allowed. Temporary signs shall not be placed on awnings.
 - 6) The maximum projection of an awning shall not exceed eight (8) feet from the building facade nor be any closer to an imaginary perpendicular vertical plane located at the street edge of pavement, curb or outside edge of a sidewalk than three (3) feet.
 - 7) In the CMU and CBD zoning district, awnings shall not be lighted from under the awning (backlit awning) so that the awning appears internally illuminated. External lighting directed downwards is allowed.

Sec. 9.21. Canopy signs.

- 1) Canopy signs shall be no less than eight (8) feet above the ground when erected over pedestrian walkways and fourteen (14) feet above areas of vehicle service access at the lowest extremity of the sign.
- 2) No canopy sign shall extend above the parapet wall.
- 3) The area of the canopy sign shall not exceed ten percent of the area of the canopy. For canopy signs located above flat canopies, the height shall not exceed two feet and the length shall not exceed fifty (50) percent of the length of the canopy.
- 4) The area of a canopy sign shall be deducted from the allowable area of a wall sign.
- 5) This section shall not apply to service station canopies otherwise regulated under Sec. 9.28.

Sec. 9.22. Monument signs.

- 1) Shall not exceed eight (8) feet in height. Within CMU and OMI zoning districts ground signs shall not exceed six (6) feet in height.
- 2) Shall be set back a minimum of ten (10) feet from a street right-of-way as designated in the Thoroughfare Plan or actual right-of-way, whichever is greater, and ten (10) feet from all side and rear property lines.
- 3) Shall be a minimum of one hundred (100) feet between freestanding signs on adjoining sites to ensure adequate visibility for all signs.
- 4) Shall be constructed of decorative brick, stone, or other masonry, wood or metal—solid metal box foundations are not permitted.

Sec. 9.23. Home business sign.

- 1) Home Businesses are eligible for a post sign of up to six (6) square feet in size. No other displays, signs, or advertisements associated with a Home Business shall be permitted. Home Occupations are not eligible for signage of any kind.

Sec. 9.24. Pylon sign, single tenant.

- 1) Pylon signs are permitted by right on lots or parcels zoned C2 or I2, or with primary building frontage on Highway 61 from Highway 78 south to the City Limit, and on Mirror Lake Boulevard south of Shoreline Drive not zoned for a residential use, and by special exception on all other lots or parcels.
- 2) The height of all ground signs at their highest point above the level of the ground shall not exceed twenty (20) feet for nonresidential uses; however, when the ground level is lower than the level of the adjoining

street pavement, then a sign may be raised so as to be no more than twenty (20) feet above the level of the pavement. The height of any directional sign shall not be more than three feet above the ground.

- 3) The base and support structure, when exposed, shall be no less than seventy-five (75) percent of the width of the message face of the sign.
- 4) Have a message area not to exceed one hundred (100) square feet.
- 5) Be set back in minimum of ten (10) feet from all public right-of-way or by actual right-of-way width, whichever is greater.
- 6) All ground signs in the CMU and OMI zoning districts shall be monument signs. Unless otherwise indicated during adoption of a PUD, ground signs shall follow the RES for residential uses, and COM standards for commercial uses.

Sec. 9.25. Pylon sign, multiple tenant.

- 1) Pylon signs are permitted on lots or parcels zoned C2 or I2, with primary building frontage on Highway-61 from Highway-78 south to the City Limit, and on Mirror Lake Boulevard not zoned for a residential use, and by special exception on all other lots or parcels. Structures and/ or centers under one ownership containing multiple businesses may be allowed one (1) monument or pylon sign for the structure or center for the joint use of all tenants for which the facility is designed, including any outparcels. These signs are permitted if the following criteria apply and are met:
 - a) Signs shall be allowed only for parcels with at least one-hundred fifty (150) feet of frontage adjoining a public street. In addition, pylon signs are only allowed when a building is set back from the right-of-way a minimum of seventy-five (75) feet.
 - b) The sign shall be setback a minimum of ten (10) feet from all public right-of way or by actual right-of-way width, whichever is greater.
 - c) The supporting structure of a pylon sign shall not include exposed metal pole(s), but shall be surrounded by a decorative cover that is architecturally compatible with the sign cabinet and the architectural character of buildings on the site.
 - d) The height of all ground signs at their highest point above the level of the ground shall not exceed twenty (20) feet for nonresidential uses; however, when the ground level is lower than the level of the adjoining street pavement, then a sign may be raised so as to be no more than ten feet above the level of the pavement. The height of any directional sign shall not be more than three feet above the ground.
 - e) There shall be a minimum of one hundred (100) feet between freestanding signs on adjoining sites to ensure adequate visibility for all signs.
 - f) Freestanding signs shall be a minimum of fifty (50) feet from a lot line of any residentially zoned or used property.
 - g) These signs shall not count towards the aggregate signage for an individual tenant.
 - h) Sign Area. Multi-tenant pylon and pole signs shall have a message area not to exceed one-hundred fifty (150) square feet.
 - i) All ground signs on parcels or lots zoned PUD, CMU and OMI shall be monument signs.
 - j) For the purposes of this ordinance, out parcels in planned commercial centers shall be eligible for a separate pylon sign in accordance with the standards established in Table 9.1.

Sec. 9.26. Projecting and suspending signs.

- 1) A maximum of one (1) sign per frontage on a public or private street shall be permitted per business.
- 2) Projecting signs shall be securely fastened to the building surface.
- 3) No projecting sign shall extend above the parapet wall.
- 4) No projecting or suspended sign shall, at its lowest point, be less than eight and one-half (8.5) feet above grade level.
- 5) Projecting and suspended sign area shall not exceed twelve (12) square feet for the primary frontage and eight (8) square feet for a secondary frontage.
- 6) Projecting signs shall extend no more than four (4) feet from the facade of the building. Proof of insurance may be required.
- 7) Projecting signs shall not project into an alley or parking area more than three (3) feet and shall not be less than fourteen (14) feet above the surface where vehicles are allowed.
- 8) Projecting signs shall not be closer than ten (10) feet to another projecting sign or to a freestanding sign or five (5) feet from an interior property line or line dividing two (2) separate business frontages.
- 9) Exterior walls that are horizontally inset or offset from other wall faces along the same side of a building shall only allow affixed sign structures which maintain a minimum distance of one-foot from the vertical side edges and the horizontal top edge of the wall face.

Sec. 9.27. Suspended single-post signs.

- 1) Suspended Single-Post Signs are permitted in CMU, CI, I1, AG and OMI zoning districts.
- 2) All Suspended Single-Post Signs shall be located behind the street right-of-way and no portion shall overhang the street right-of-way.
- 3) Suspended Single-Post Signs shall not be internally illuminated.
- 4) Suspended Single-Post Signs and their supporting posts shall be of a color and material which are similar or complimentary to those of the structure housing the subject establishment.
- 5) Suspended Single-Post Signs shall not project more than four (4) feet as measured from the interior of the support post to the exterior plain of the sign structure.
- 6) For non-residential lots between 50-99 feet wide, the sign face shall not exceed six (6) square feet, and a maximum height of six (6) feet at base grade as measured from grade to the top of the sign copy, not the top of the sign structure.
- 7) Port post to the exterior plain of the sign structure.
- 8) For non-residential lots between 100 feet wide or greater, Suspended Single-Post Signs substituted for a monument sign may have twelve (12) square feet of sign face area, and a maximum height of eight (8) feet at base grade as measured from grade to the top of the sign copy, not the top of the sign structure.

Sec. 9.28. Service station signs.

- 1) Monument Signs. See Section 9.22.
- 2) Pylon Signs. See Section 9.24.

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- 3) Wall Signs. One (1) wall sign is permitted per building frontage.
 - a) The area of a wall sign shall not exceed one (1) square foot for each linear foot of building frontage.
 - b) Accessory car wash, if a separate drive-through car wash building is on site, one additional wall sign per street facing wall, not to exceed five square feet, may be permitted.
 - 4) Service Station Canopy Signs.
 - a) Number. One (1) canopy sign per street frontage.
 - b) Area. The area of a canopy sign shall not exceed sixteen (16) square feet per frontage.
 - c) Additional Regulations. Canopy signs shall not extend beyond the gable or fascia board of the canopy.
 - d) Color branding shall be permitted and shall not count towards the aggregate sign total.
 - 5) Within the limits of the canopy covering the pump islands, pump-island signs shall be limited to no more than two signs per island, not to exceed four square feet per sign. However, total square footage of all pump island signs shall not exceed twenty-four (24) square feet.

Sec. 9.29. Wall signs.

- 1) One (1) sign shall be permitted per building frontage on a public or private street.
 - a) Wall signs shall be securely fastened to the building surface.
 - b) Shall not extend above an eave or parapet, or above or below a fascia on which they are located. Sign length shall not exceed eighty percent (80%) of the length of the fascia.
 - c) Shall not project more than twelve (12) inches from the wall.
 - d) May be either internally or externally illuminated in all districts with the exception of the CBD and AG zoning district or unless as otherwise noted in this Ordinance. Signs in the CBD and AG districts may be externally illuminated, or halo-lit provided that the sign surface is not opaque and the lighting element is concealed.
 - e) Shall be a maximum area of two (2) square feet per one (1) linear foot of the primary tenant façade and signs for secondary frontages shall be calculated at a rate of one (1) square foot per one (1) linear foot of the tenant façade, not to exceed three-hundred (300) sf per sign, except under Sec. 9.18. In the CMU zoning district or the CBD zoning district, sign area shall be based on one and one-half (1½) square feet per one (1) linear foot of the primary tenant façade. Sign area shall be subject to aggregate sign area per lot/parcel as specified in Table 9.1: Permanent Signs.
 - f) For metal vinyl wall signs, a border shall be required. The border size shall be proportional to the size of the wall sign as follows:
 - a) Borders must be black, white, grey, or tan.
 - b) Border frames must be constructed from durable, rust-proof, weather-resistant materials.
 - i. Example materials include PVC (Polyvinyl Chloride), Aluminum, Treated Wood, Composite Wood, Stainless Steel, Fiberglass, Galvanized Steel, and Acrylic.
 - c) For wall signs up to 10 square feet, a border of at least 1 inch.
 - d) For wall signs between 10 and 50 square feet, a border of at least 2 inches.
 - e) For wall signs over 50 to 100 square feet, a border of at least 3 inches.
 - f) For wall signs over 100 square feet, a border of at least 4 inches.

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- 2) For multi-store and upper-floor uses, if the upper-floors of any structure are occupied by a use that is separate and distinct from any that is located on the ground floor, that use shall be permitted a wall sign. The upper wall sign:
 - a) Shall not exceed one (1) square foot of sign area for every one (1) linear foot of tenant frontage, with a maximum square footage of fifty (50) square feet.
 - b) Shall be located on the structure between the eaves, cornices, or other roof elements and the top of windows on the uppermost floor.
 - i. Exterior walls that are horizontally inset or offset from other wall faces along the same side of a building shall only allow affixed sign structures which maintain a minimum distance of one-foot from the vertical side edges and the horizontal top edge of the wall face.

(Amd. of 7-12-2022)

Sec. 9.30. Wayfinding signs.

- 1) Non-illuminated signs displayed strictly for direction, safety or convenience of the public including signs which identify rest room, parks, parking area entrances, shopping/entertainment districts shall be permitted upon presentation to, and approval of, the Planning Commission.
- 2) Wayfinding signs shall not be affixed or otherwise attached to trees, traffic signals, benches, street signs, or fencing, and shall be subject to the following regulations:
 - a) Signs must allow for a minimum five-foot-wide clear pedestrian pathway to and from all building entrances and exits.
 - i. Wayfinding Signs for courtyard entries shall be limited to one sign for all businesses located within the courtyard, utilizing the same common entry. Signs shall be located within ten feet of the courtyard entrance.
 - ii. Wayfinding signs shall be a maximum of sixteen (16) square feet in area and ten feet in height.
 - iii. Wayfinding signs shall have a compatible design, be constructed of durable materials with a substantial base and landscape plantings, and colors that complement the existing allowable signage for the center subject to the approval of the director or his designee.
 - iv. Signs shall not be internally illuminated.

Sec. 9.31. Standard informational signs.

- 1) One sign per lot not to exceed sixteen (16) square feet in area, or up to four signs not to exceed an aggregate sign area of sixteen (16) square feet.
- 2) All standard informational signs shall be erected to a height not greater than six feet above ground level.

Sec. 9.32. Window signs.

- 1) Except as otherwise provided in this chapter, window signs are only allowed for each tenant within a non-residential zoning district. Window signs are defined as any type of sign that is located on the interior of a business premises and is either attached to or is located within thirty-six (36) inches of an exterior window, and is intended primarily to be viewed from the exterior of the premises.
- 2) Window signs shall not exceed twenty-five percent (25%) of the window area. For the purpose of this requirement, a window is any glazed area, including glass curtain walls.

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- [3] Window signs shall be restricted to the ground floor only, except when a business has no ground floor frontage.
 - [4] Perforated Window Signs. Perforated window signs in excess of the allowed twenty-five percent (25%) maximum window coverage area, may be approved as a Special Exception by the Villa Rica City Council in accordance with Sec. 11.09 of the Villa Rica Zoning Ordinance. In such cases, the perforated window signs may be placed, inside or outside, with fifty (50%) percent of poster style signage and one-hundred (100%) percent of perforated vinyl sign on total window surface while keeping door of business clear of signage except name of business and contact / hours of operations.

Sec. 9.33. Sidewalk signs.

- 1) Sign composition material: Wood or metal (dry erase or chalk board style).
- 2) Placement: Must be situated to allow for clear passage with a minimum accessible sidewalk width of thirty-six (36) inches and compliance with the Americans with Disabilities Act.
- 3) Number of signs allowed: One per establishment.
- 4) Maximum height: Three feet.
- 5) Sign area: No larger than six (6) square feet.
- 6) Sign placement per establishment shall not be placed beyond the exterior wall façade per tenant space.
- 7) All sidewalk signs shall be removed daily upon cessation of business hours and shall be stored indoors.
- 8) No sidewalk signs shall be lit, contain neon, or contain plastic construction or embellishment.
- 9) Evidence of neglect or dilapidation of any sidewalk sign shall provide cause for immediate removal.
- 10) Sidewalk signs shall not require a sign permit or authorization sticker affixed to the subject sign.

Sec. 9.34. Flags.

- 1) All flags greater than two square feet shall be displayed on flagpoles, which may be vertical or mast arm flagpoles. In nonresidential districts, flagpoles shall not exceed the height allowed in the applicable zoning district, or sixty (60) feet, whichever is less. Flagpoles in single family residential districts shall not exceed twenty-five (25) feet in height or the height of the primary structure on the lot, whichever is less.
- 2) The maximum dimensions of any flag shall be proportional to the flagpole height. The hoist side of the flag shall not exceed twenty (20) percent of the vertical height of the flagpole. In addition, flags are subject to the following limitations:
 - a) Each lot shall be allowed a maximum of two flagpoles.
 - b) A maximum of two flags shall be allowed per flagpole.
 - c) A vertical flagpole must be set back from all property boundaries a distance which is at least equal to the height of the flagpole.
 - d) Flags and flagpoles shall be maintained in good repair, and to the extent applicable shall be in compliance with the building code. Flagpoles with broken halyards shall not be used and flags which are torn or frayed shall not be displayed.
- 3) On officially designated city, state, or federal holidays, there shall be no maximum flag size or number or other limitations on display.

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- 4) This section shall not be construed to restrict the right to display eligible flags as banners or noncommercial signage as provided elsewhere in this chapter.
 - 5) Public facilities, not limited to City-owned property and buildings, public schools, libraries, public safety, and other public facilities on the local, county, state, or federal level, shall be exempt from the requirements of this section.
 - 6) Feather flags are classified as temporary banners and are subject to the provisions of *Sec. 9.40 - Temporary Sign Standards*.

Sec. 9.35. Out-of-store marketing device.

- 1) Out-of-store marketing devices shall be allowed for nonresidential uses.
- 2) The marketing device shall not exceed eight feet in height and shall not be illuminated except for illumination intrinsic to the device.
- 3) The marketing device shall be located on a property with an existing principal use.
- 4) The marketing device shall not be located within the minimum setback, landscape areas, or transitional buffers.
- 5) If located within a parking lot, the marketing device shall not reduce the number of parking spaces beyond the minimum required within the zoning district for the subject property.

Sec. 9.36. Construction signs.

- 1) The following regulations apply to construction signs:
- 2) One additional sign shall be allowed during construction on all zoning districts;
- 3) The sign shall not be illuminated, not exceed sixteen (16) square feet in area and six (6) feet in height above ground level; and
- 4) The sign shall be allowed beginning with the commencement of construction and ending with the issuance of a certificate of occupancy or installation of a permanent sign, whichever occurs first.

Sec. 9.37. Billboard signs.

- 1) Billboards
 - a) The regulation and design of all billboard signs shall be governed by this section, subject to the following standards:
 - b) In addition to the other information required in Article 9, Chapter II, a permit issued by the state department of transportation authorizing the installation of the proposed billboard sign shall be submitted to the director simultaneously with the application for a permit to erect said sign.
 - c) Setbacks for billboards shall conform to the accessory structure setbacks in the district for which they are located, or twenty-five (25) feet, whichever is less.
 - d) No billboard sign shall exceed a height of sixty-five (65) feet as measured from the base of the structure to the top of the sign, except where the base of the billboard is located below the adjacent highway road grade, in which case the difference between the base of the billboard and the adjacent road grade may be added to the overall height of the structure.

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- e) A billboard sign shall have a maximum width of forty-eight (48) feet and a maximum sign face area of six-hundred seventy-two (672) square feet.
 - f) No billboard sign shall be located with five-hundred (500) feet of any other billboard sign on either side of the street, road, or highway, including any such sign located outside of the city limits, as measured along the right-of-way.
 - g) Two (2) signs in the same location (back-to-back or "V" formation) shall be the same height above the interstate highway surface.
 - h) Billboards shall not be located within five-hundred (500) feet of the frontage of interstate off-and-on-ramps.
- 2) Tri-Vision or Multiple Message Billboard Signs
- a) In addition to the regulations outlined in Sec. 9.39, Tri-Vision, or multiple message billboard signs shall not be located within five-hundred (500) feet of the nearest residentially zoned property, park, playground, recreation area, scenic area or cemetery, as measured from the outermost edge of such sign to the closest point of the above-referenced property line.
 - b) When a message is changed mechanically, the transition shall be accomplished in three seconds or less.
 - c) No multiple message billboard sign shall be placed within five-thousand (5,000) feet of another multiple message billboard sign on the either side of the street, road, or highway.
- 3) LED/Digital Billboard Signs
- a) As light-emitting diode (LED) billboard signs, also known as digital billboards, present a different set of circumstances regarding their impact on the community, such signs shall be governed by the following additional standards:
 - i. Digital billboards shall be limited to parcels with frontage on a federal interstate highway, except as subject to section xvii of this subsection.
 - ii. No digital billboard shall be located within five-hundred (500) feet of another billboard on the same side of the interstate highway. Billboard signs located outside the city limits shall be included in determining this distance.
 - iii. No digital billboard shall be located within five-thousand (5,000) feet of another multiple message billboard, including any other digital billboard, on the same side of the highway. Billboard signs located outside the city limits shall be included in determining this distance.
 - iv. Digital billboards shall not be located within five-hundred (500) feet of the nearest residentially zoned property, park, playground, recreation area, scenic area or cemetery, as measured from the outermost edge of the sign to the closest point of the above-referenced property line.
 - v. All digital billboard images must remain stationary and not contain any visible moving parts, alternating, "crawling" or other moving messages or have the appearance of having moving parts or messages.
 - vi. The display, background or other message medium on a digital billboard shall not change more often than once every ten seconds, with a transition period of one second or less.
 - vii. No digital billboard shall be placed within five-thousand (5,000) feet of another digital billboard on the same side of the street, road, or highway.
 - viii. A digital billboard shall contain a default design that will freeze the sign in one position should a malfunction occurs.

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- ix. Any maximum size limitations shall apply to the side of the multiple message sign with the greater area.
 - x. All digital billboards shall have installed an ambient light monitor that will continuously monitor and automatically adjust the brightness of the display based on ambient light conditions. Maximum brightness levels for digital billboards shall not exceed three-tenths foot-candles over ambient light levels measured as prescribed in a "Recommended Night-time Brightness Levels for On-Premise Electronic Message Centers (EMC's)" published by the International Sign Association, August 2016. Certification that the sign has been preset to automatically adjust the brightness to this level or lower must be provided to the Director of Community Development upon request.
 - xi. Digital billboards shall meet the same installation and permitting requirements and inspections as adopted for electrified signs and all other signs.
 - xii. The owner or permittee of a digital billboard shall coordinate with the city in displaying, when appropriate, emergency information important to the travelling public including, but not limited to, Amber Alerts or alerts concerning terrorist attacks or natural disasters. Emergency information messages shall remain in the advertising rotation according to the protocols of the agency that issues such information.
 - xiii. The owner of a digital billboard shall provide contact information to the code enforcement officer for an individual who is available at any time and who is capable of turning off said sign promptly following a malfunction.
 - xiv. At any time more than five percent of the LED display lights on a digital billboard malfunction or are no longer working, the owner or billboard permittee shall repair said sign within sixty (60) calendar days or the sign will be subject to removal.
 - xv. In the event the director or other enforcement official finds that a digital billboard causes glare, impairs the vision of a motorist, or otherwise poses a traffic safety hazard to motorists or pedestrians, the owner of said sign shall reduce the intensity of lighting on such sign to a level acceptable to the city within twenty-four (24) hours of receipt of written notice by the Director of Community Development or designee.
 - xvi. Each digital billboard must comply with all state department of transportation rules and regulations applicable to electronic changeable message signs where not in conflict with this section.
 - xvii. Where the owner of a legally nonconforming billboard wishes to change static for digital copy, a Special Exception must be granted by the City Council.

Sec. 9.38. Electronic signs.

- 1) Electronic signs shall be allowed as part of a lawfully permitted sign only in C2 and I2 zoning districts, but only if the electronic sign complies with all of the following requirements:
 - a) No message may be displayed for less than six (6) seconds;
 - b) No message may be repeated at intervals less than three seconds;
 - c) No segmented message may last longer than ten (10) seconds;
 - d) No traveling message may travel at a rate slower than sixteen (16) light columns per second or faster than thirty-two (32) light columns per second;




- e) Electronic signs shall not exceed a maximum illumination of six-thousand three-hundred (6,300) nits (585 foot candles) during the daylight hours and a maximum illumination of five-hundred (500) nits (46 foot candles) between dusk to dawn, as measured from the sign's face at maximum brightness; and
 - f) The electronic sign shall be limited to twenty-five (25) percent of the sign area of the lawfully permitted sign.
- 2) One electronic sign as part of a lawfully permitted sign shall be allowed for places of worship or for public or private elementary, middle, or high schools, and for other institutional uses so long as the electronic sign complies with all of the following requirements:
- a) Electronic ground signs shall be limited to a maximum height of fifteen (15) feet, and sign copy area shall be limited to one-hundred (100) square feet;
 - b) Electronic signs may only be located along a major or minor thoroughfare;
 - c) Electronic signs shall not exceed a maximum illumination of six-thousand three-hundred (6,300) nits (585 foot candles) during the daylight hours and a maximum illumination of five-hundred (500) nits (46 foot candles) between dusk to dawn, as measured from the sign's face at maximum brightness;
 - d) Electronic signs shall contain a default of an electronic freeze and a black screen in the event of a sign malfunction; and
 - e) The electronic message portion of the sign shall be limited to twenty-five (25) percent of the one hundred (100) square foot sign area of the lawfully permitted sign.
 - i. No electronic sign shall be illuminated by blinking, scrolling, intermittent, or flashing lights simulating movement.
- 3) Time and Temperature Display (Digital) Signs
- a) Time and temperature displays shall be included within the allowable sign area of permitted monument and wall signs.


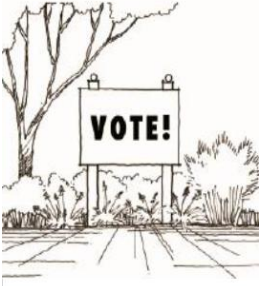


Sec. [9.39]. Temporary signs.



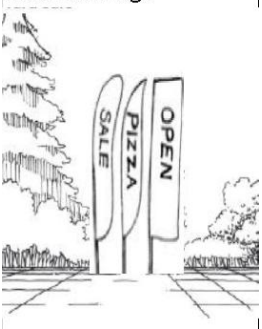
- 1) General Provisions. Temporary signs are allowed in addition to the number of permanent signs allowed for the property. However, combinations of permanent and temporary window signs shall not cover more than twenty-five percent (25%) of any window. In the case of an inconsistency between regulations provided in the sign table and regulations provided for general or specific sign types, the general regulations or regulations for specific sign types shall take precedence.
- 2) Illumination. The sign may not be illuminated.
- 3) Setback. All sign shall be placed a minimum of ten (10) feet from any public right-of-way and any other property line.
- 4) Temporary Sign Table Zoning References (Table 9.2 - Chart of Dimensional Requirements)





Zoning Districts	
AGR	AG
RES	R1, R2, SFA, MF1, MF2, PUD
COM	CBD, CMU, C1, C2, OMI, PUD
IND	I1, I2
(*)	In PUD zoned parcels, Residential Uses shall follow the RES regulations, and Commercial Uses shall follow the COM regulations.

NOTE: Zoning districts are subject to change. Interpretation is at the discretion of the Community Development Director.

Table 9.2 <i>Temporary Signs</i>	AGR	IND	RES	COM	Specifications	
Lawn Signs 	■		■		a. Quantity (max.)	NA
					b. Sign Face Area	6 sf
					c. Height	3 ft
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	10 ft
					g. Time of Display	30 days; 9.40(3)c
					h. Landscaping/Illumination	NA/No
					i. Permit	Not Required
					j. Other	9.40(3)
Lawn Signs 	■		■		a. Quantity (max.)	NA
					b. Sign Face Area	6 sf
					c. Height	3 ft
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	10 ft
					g. Time of Display	30 days; 9.40(3)c
					h. Landscaping/Illumination	NA/No
					i. Permit	Not Required
					j. Other	9.40(3)
Post and Panel Signs 	■	■	■	■	a. Quantity (max.)	2 per Property
					b. Sign Face Area	32 sf
					c. Height	NA
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	10 ft
					g. Time of Display	NA
					h. Landscaping/Illumination	NA/No
					i. Permit	Required
					j. Other	9.40(4)
	■		■		a. Quantity (max.)	2 per Property
					b. Sign Face Area	32 sf
					c. Height	NA

<p>Post and Panel Signs</p> 					<p>d. Depth/Projection</p> <p>e. Clearance</p> <p>f. Setback</p> <p>g. Time of Display</p> <p>h. Landscaping/Illumination</p> <p>i. Permit</p> <p>j. Other</p>	<p>NA</p> <p>NA</p> <p>10 ft</p> <p>NA</p> <p>NA/No</p> <p>Required</p> <p>9.40(4)</p>
<p>Post and Panel Signs</p> 	■		■		<p>a. Quantity (max.)</p> <p>b. Sign Face Area</p> <p>c. Height</p> <p>d. Depth/Projection</p> <p>e. Clearance</p> <p>f. Setback</p> <p>g. Time of Display</p> <p>h. Landscaping/Illumination</p> <p>i. Permit</p> <p>j. Other</p>	<p>2 per Property</p> <p>32 sf</p> <p>NA</p> <p>NA</p> <p>NA</p> <p>10 ft</p> <p>NA</p> <p>NA/No</p> <p>Required</p> <p>9.40(4)</p>
<p>Post and Panel Signs</p> 	■		■		<p>a. Quantity (max.)</p> <p>b. Sign Face Area</p> <p>c. Height</p> <p>d. Depth/Projection</p> <p>e. Clearance</p> <p>f. Setback</p> <p>g. Time of Display</p> <p>h. Landscaping/Illumination</p> <p>i. Permit</p> <p>j. Other</p>	<p>2 per Property</p> <p>32 sf</p> <p>NA</p> <p>NA</p> <p>NA</p> <p>10 ft</p> <p>NA</p> <p>NA/No</p> <p>Required</p> <p>9.40(4)</p>
<p>Hanging Sign Posts</p> 	■	■	■	■	<p>a. Quantity (max.)</p> <p>b. Sign Face Area</p> <p>c. Height</p> <p>d. Depth/Projection</p> <p>e. Clearance</p> <p>f. Setback</p> <p>g. Time of Display</p>	<p>2</p> <p>16 sf residential 32 sf commercial/industrial</p> <p>NA</p> <p>NA</p> <p>NA</p> <p>10 ft</p> <p>Removed 7 days after Sale/Rent/Lease, 9.42(5)c</p>

					h. Landscaping/Illumination	NA/No
					i. Permit	Not Required
					j. Other	9.40(5)
Banners 	■	■	■	■	a. Quantity (max.)	1
					b. Sign Face Area	24 sf
					c. Height	NA
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	10 ft
					g. Time of Display	30 days; 9.40(6)a
					h. Landscaping/Illumination	NA/No
					i. Permit	Required
					j. Other	9.40(6)
Banners 				■	a. Quantity (max.)	1
					b. Sign Face Area	24 sf
					c. Height	NA
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	10 ft
					g. Time of Display	30 days; 9.40(6)a
					h. Landscaping/Illumination	NA/No
					i. Permit	Required
					j. Other	9.40(6)
Feather Flags 				■	a. Quantity (max.)	1
					b. Sign Face Area	24 sf
					c. Height	NA
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	10 ft
					g. Time of Display	30 days; 9.40(6)a
					h. Landscaping/Illumination	NA/No
					i. Permit	Required
					j. Other	9.40(6)
				■	a. Quantity (max.)	1
					b. Sign Face Area	NA
					c. Height	10 ft
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	10 ft

<p>Inflatable Objects</p> 					g. Time of Display	7 consecutive days, twice per year, 9.39(7)(c)
<p>Window Signs - Temp</p> 				■	a. Quantity (max.)	1 per Window
<p>Sidewalk Signs</p> 				■	a. Quantity (max.)	1 per Business Establishment
<p>Model/Temp Sales</p> 	■		■		a. Quantity (max.)	1 per Model Home (4 sf. max), 9.40(10)b
					b. Sign Face Area	32 sf aggregate sign area for all model homes
					c. Height	NA
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	10 ft
					g. Time of Display	NA

					h. Landscaping/Illumination	NA/No
					i. Permit	Required
					j. Other	9.40(10)

Sec. 9.40. Temporary sign standards (supplement to Table 9.2).

- 1) GENERAL PROVISIONS. In no instance shall this provision be interpreted as temporarily or permanently permitting any sign prohibited by Section 9.13 Prohibited Signs of this Chapter. The following types of signs are permitted as temporary signs and may require a sign permit.
 - a) Lawn Signs
 - b) Post and Panel
 - c) Hanging Sign Post
 - d) Banners
 - e) Inflatable Objects
 - f) Window Signs
 - g) Sidewalk Signs
 - h) Model Home/Temporary Sales Facility Signs
 - i) Weekend Directionals
- 2) MINIMUM STANDARDS. Temporary signs shall comply with the following standards:
 - a) Temporary signs shall not be affixed to a permanent sign or its supporting structure, including both building mounted and freestanding permanent signs.
 - b) Temporary signs shall not be affixed to poles, posts, stakes or other supporting structures that are permanently installed or anchored into the ground through the use of concrete foundations or similar anchoring techniques.
 - c) Temporary signs shall not be placed in a manner that obstructs clear sight distance (with the required sight triangle) for motorists at street intersections or driveways, consistent with Sec. 9.16(1)(f)—Sight Visibility Triangle.
 - d) Temporary signs shall not be placed on the roof of a building, or affixed to a motor vehicle, tree, utility pole or street sign.
 - e) Temporary signs shall not be illuminated or be provided with any electric service.
 - f) Temporary signs shall not be placed within any public street right-of-way, including within medians, unless expressly permitted by this Ordinance.
 - g) Temporary signs attached to building walls (other than permitted temporary window signs) shall not be placed in a manner that obstructs any window, door, fire department sprinkler connection, or street number sign.
 - h) Where temporary signs are limited in the duration of their display and limited in the total number of displays per calendar year, any required period of separation between such displays shall carry through to the following calendar year, and shall be observed prior to initiating the first allowed display during the new calendar year.

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- 3) **LAWN SIGNS.**
- a) Lawn Signs shall be no more than six (6) square feet in surface area and shall be no higher than three (3) feet above adjacent grade.
 - b) No lawn sign shall exceed sixteen (16) square feet in aggregate area on parcels in commercial, industrial, or institutional zoning districts or eight (8) square feet on parcels in residential zoning districts.
 - c) Lawn signs are permitted for thirty (30) days, but can be renewed up to three times per calendar year for a total of ninety (90) days.
 - d) Lawn Signs may be allowed in a public or private right-of-way but shall be located no closer than ten (10) feet from the pavement of a public or private street or five (5) feet from the edge of a sidewalk, bike path, or pedestrian way, whichever is greater as it applies.
 - e) No Lawn Sign shall be:
 - i) Located such that it obstructs, impedes, or otherwise creates a hazardous condition for safe and normal flow of pedestrian or motor vehicle traffic.
 - ii) Erected on private property without the consent of the property owner.
 - iii) Placed on any tree, utility pole, or fences.
 - iv) Placed on government-owned property such as a park.
 - v) Placed on public right-of-way adjoining vacant or abandoned parcels.
 - f) Lawn Signs do not require a sign permit.
- 4) **POST AND PANEL SIGNS.** Post and Panel Signs shall be permitted on construction sites, provided that they meet the following provisions:
- a) Post and Panel Signs shall not exceed more than two (2) per property in a Planned Unit Development or residential subdivision, and shall not exceed thirty-two (32) square feet per sign in all zoning districts.
 - b) Post and Panel Signs shall be removed when a Certificate of Occupancy is obtained.
 - c) To ensure compliance with the regulations contained in this chapter, a sign permit shall be required in order to erect, move, alter, change copy on, or reconstruct any development construction sign.
 - d) Shall not be illuminated;
 - e) Shall maintain a minimum setback of ten (10) feet from the proposed right-of way and shall be outside of any required sight triangle;
 - f) In a residential construction project, construction signage shall be removed not later than ten (10) days after having sold or leased eighty percent (80%) of the single, two family lots or multi-family development; and,
 - g) To ensure compliance with the regulations contained in this chapter, a sign permit shall be required in order to erect, move, alter, change copy on, or reconstruct any construction sign.
- 5) **HANGING SIGN POSTS.** Hanging post signs shall be permitted, provided they meet the following provisions:
- a) Hanging post signs do not require a sign permit.
 - b) Hanging post signs shall not exceed more than two (2) per property, and shall not exceed a sign area of sixteen (16) square feet per sign in single-family residential zoning districts and thirty-two (32) square feet per sign in all other zoning districts.

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- c) Hanging post signs associated with commercial or individual home sales shall be removed within seven (7) days from the time the premises is sold, rented, or leased.
 - d) Hanging post signs associated with residential subdivision sales shall be removed when fifty percent (50%) of the planned subdivision has been occupied.
 - e) An extension of four (4) months may be approved at the discretion of the Community Development Director.
- 6) BANNERS. One (1) banner shall be permitted per parcel that meets the following provisions:
- a) Banners shall not exceed twenty-four (24) square feet in area are permitted for thirty (30) days, but can be renewed up to two times per calendar year for a total of ninety (90) days.
 - b) The banner shall be affixed by all four (4) corners to the building or posts where the use associated with the banner is located, except for Feather Banners which must be secured along one full side. Banners may also be located on adjacent contiguous parcels that are under common ownership as the parcel where the use associated with the banner is located.
 - c) Banners shall be associated with non-residential uses only.
 - d) To ensure compliance with the regulations contained in this Chapter, a sign permit shall be required in order to erect, move, alter, change copy on, or reconstruct any banner.
 - e) Signs that are installed by local governments and mounted to light standards or placed on public property shall be permitted.
 - f) Exceptions for public events sponsored or promoted by the local government can be exempted at the discretion of the Community Development Director.
- 7) INFLATABLE OBJECTS. Inflatable objects shall be permitted, provided that they meet the following provisions:
- a) Inflatable objects shall not exceed more than one (1) per property or business use (whichever is greater) at any time.
 - b) No single inflatable object shall exceed ten (10) feet in height.
 - c) For public safety reasons, as well as for the safety of city inspectors, inflatable objects may only be erected on the ground.
 - d) No property or business use (whichever is greater) shall make use of any inflatable sign objects or signs more than seven (7) consecutive days two (2) times per calendar year.
 - e) Air dancers shall only be allowed in C2 zoning districts and shall be permitted for thirty (30) days, but can be renewed up to two times per calendar year for a total of ninety (90) days.
 - f) Inflatable objects shall be associated with non-residential uses only.
 - g) To ensure compliance with the regulations contained in this Chapter, a sign permit shall be required in order to erect, move, alter, change copy on, or reconstruct any inflatable object.
- 8) TEMPORARY WINDOW SIGNS.
- a) Window signs do not require a sign permit.
 - b) Temporary signs and decorations painted on or applied to windows and that are less than forty percent (40%) of the window area, shall be permitted.
 - c) All signs and/or decorations shall be removed within ten (10) days following the applicable holiday.
- 9) SIDEWALK, A-FRAME OR EASEL STYLE SIGNS.
- a) Sign composition material: Wood or metal (dry erase or chalk board style);

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- b) Setback from right-of-way: Must be situated to allow for clear passage with a minimum accessible sidewalk width of thirty-six (36) inches and compliance with the Americans with Disabilities Act;
 - c) In conjunction to a business establishment authorized on the subject lot; and
 - d) Number of signs allowed: One per establishment;
 - e) Maximum height: Three feet;
 - f) Sign area: No larger than six square feet;
 - g) All sidewalk signs shall be removed daily upon cessation of business hours and stored indoors;
 - h) No sidewalk signs shall be lit, contain neon, or contain plastic construction or embellishment;
 - i) Evidence of neglect or dilapidation of any sidewalk sign shall provide cause for immediate removal; and
 - j) Sidewalk signs shall not require a sign permit or authorization sticker affixed to the subject sign.

10) MODEL HOME/TEMPORARY SALES FACILITY SIGNS.

- a) Wall, awning, or ground signs shall be permitted on the lot of the sales facility and limited to an aggregate square footage not exceeding thirty-two (32) square feet of sign area.
- b) Individual model homes may have one (1) sign not to exceed four (4) square feet.
- c) Any signs located on model homes or temporary sales facility require a permit.

11) SIGNS PLACED ON PUBLIC RIGHT-OF-WAY.

- a) Signs placed on public right-of-way are permitted only between the hours of 2:00 p.m. local time on Friday and 8:00 a.m. local time on Monday.
- b) Such signs may be no larger than six (6) square feet in size and no higher than forty (40) inches from grade.
- c) Such signs when located in areas other than within residential subdivisions shall be located no less than ten (10) feet from the street pavement and so as not to interfere or obstruct a motorist's view of pedestrian and vehicular traffic.
- d) Within residential subdivisions, such signs shall be permitted to be located between the street and sidewalk (without written permission) within the public right-of-way so long as they do not interfere or obstruct a motorist's view of pedestrian and vehicular traffic.
- e) Such signs shall not be placed so as to interfere with the corner vision clearance at intersections.
- f) Such signs shall not be placed on private property without permission of the property owner on whose property the sign is erected.
- g) No such signs shall be attached to any existing utility structure, tree, fence, or any existing public or private sign or sign structure.
- h) No person, group, organization or entity may place more than one (1) sign at a single corner or spaced closer than 500' apart.
- i) Signs which by color, location, or design resemble or conflict with traffic control signs or signals, or obstruct the view of an intersection, or a street or highway with a railroad crossing are prohibited.

(Amd. of 7-12-2022)

Sec. 9.41. Conversion to a permanent sign.

- 1) No sign manufactured, designed, and otherwise intended for use as a temporary sign shall be used as a permanent sign.

Sec. 9.42. Enforcement.

- 1) The enforcement of violations of the provisions of this Chapter shall be controlled by Chapter II: Administration and Enforcement.

CHAPTER IV. DOWNTOWN SIGN REGULATIONS

Sec. 9.43. Sign guidelines for the downtown district (CBD).

In evaluating applications for signs and awnings, the Historic Preservation Commission considers and evaluates a sign in terms of the quality of its design, materials, and relationship to the surrounding business district. A sign should harmonize with and support a district's unique character and foster design quality that compliments the architectural and historic heritage of Villa Rica. Furthermore, a sign must be consistent with the Zoning Code and the following Sign Standards. Applications for signs in the Central Business District (CBD) are subject to review and approval of the Historic Preservation Commission.

- 1) Style and Design
 - a) Sign style and design should begin with a determination as to whether there is adequate space on the building where a sign would look appropriate. Many commercial buildings are designed with a space for a sign; whether it is a horizontal space (lintel) across the top of the storefront, or a wide space (mullion) separating the storefront window and transom window above.
 - b) A building's proportions, as well as the street character and architectural character of neighboring buildings, are relevant to determining the proper size and style of a sign. Where insufficient "sign space" exists on a building, a wall sign with a vertical format, or a projecting sign may be appropriate.
 - i) The sign should be coordinated with the overall facade composition, including ornamental details and other signs.
 - ii) The scale of the signs should be in proportion to the building, so they do not dominate the building appearance.
 - iii) Signage should be designed and placed in order to avoid a sense of clutter or chaos on the building facade.
 - iv) A sign should be located on a building so it emphasizes and fits within the architectural features of the facade.
 - v) Signs or letters that obscure significant architectural features of a building are inappropriate. Simple designs which are subordinate to the building are appropriate.
 - c) Signage style and type should be harmonious with the character of the building with which it is associated in terms of form, design, scale, and proportion.



Signage style and type should be harmonious with the character of the building with which it is associated in terms of form, design, scale, and proportion.

- i) Custom signs are preferable to mass-produced, standardized signs.
 - ii) The use of symbolic, three dimensional signs, such as the red and white barbers pole, is encouraged.
 - iii) Use of changeable copy signs is strongly discouraged. Where there is a need for changing advertising, portable signage may be a good solution.
 - iv) Electronic message signs are highly inappropriate in a historic district, and are usually not approved.
- d) Use directory signs on multi-tenant buildings to reduce the visual clutter of many signs.



Use directory signs on multi-tenant buildings to reduce the visual clutter of many signs.

- e) Where several businesses share a building, signs should be coordinated. Align several smaller signs, or group them into a single panel to make them easier to locate.
 - f) Similar forms or backgrounds should be used for the signs to visually identify them as serving the same building and make them easier to read.
 - g) The individual nameplates on the sign should match each other in size, colors, letter size, case and styles.
- 2) Size
- a) Awnings that contain signs will have the sign area of the awning sign deducted from the maximum aggregate sign area allowed for the front facade.
 - b) Signs within the historic district should be significantly smaller than those situated on commercial corridors. They should be scaled and oriented to relate to pedestrians, as well as passing motorists.
 - c) Size should be determined by the scale of the building.
 - d) Generally, freestanding signs should not exceed ten square feet. Smaller signs are preferable.
- 3) Placement



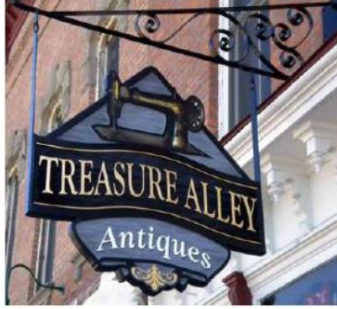
Signs should be sized to the scale of the building, the storefront, and the street.

- a) Signs that are illegible when viewed from the sidewalk, or are located too high upon a building are not encouraged.
 - b) A sign should be located on a building so that it draws an individual's attention toward the building or the use that it is intended to support.
 - c) The majority of signs should be concentrated at the street level close to the entrance of the building or storefront.
 - d) The use of signs placed on upper levels of a building should be limited since they will be visible over an extended distance and may not be related to the street or entrance level of the premises.
 - i) Generally, signs shall not extend above the fascia line or coping line of a one-story building, or above the bottom of the second-story windowsills of a multi-story building.
 - ii) Roofs signs are highly inappropriate, except on one story buildings where there are few other good locations for signage and the roof sign is especially well crafted to integrate effectively into the design of the roof.
 - e) A sign should be installed in a manner that is appropriate for the building.
 - i) Damage to architectural detail when attaching the sign should be avoided.
 - ii) Wherever possible, avoid drilling new holes or creating new fixing positions on historic facades, by using existing holes and fixing positions.
 - iii) On masonry buildings, it is preferable that bolts extend through mortar joints rather than through masonry units.
- 4) Colors



Color should be used both to accentuate the sign design and message, and also to integrate the sign or lettering with the building and its context.

- a) The number of colors used on a sign should be limited. In general, no more than three colors should be used, although additional accent colors may be appropriate. Generally, two colors may be used for all lettering, wording, and accompanying designs and symbols, plus one additional background color.
 - b) Sign colors should complement and be coordinated with the overall building colors. The use of subdued, muted, earth tone or primary colors is encouraged.
 - c) Sign panels should avoid significant areas of white or cream, which have the effect of visually detaching the sign from the building.
 - d) Colors generally best limited to accent areas are bright colors, primary colors and metallic colors.
 - e) Use of high intensity colors, fluorescent colors and "day glow" colors is discouraged.
 - f) Dark or medium colors are preferred for the main, background part of the sign and light colors for the lettering.
- 5) Materials



Sign materials should be compatible with those of the historic building and the district. Materials characteristic of the building's age and style, when used in contemporary designs, can form effective new signs.

- a) Sign material should be high quality and limited to painted wood, metal, stone, architectural glass and canvas. Other materials may be considered on a case-by-case basis through review and approval by the Historic Preservation Commission.
 - b) Solid wood is recommended over plywood since plywood tends to delaminate with age. "Medium Density Overlay" plywood or marine plywood may be used, but it must be edge banded.
 - c) Brushed bronze, antique bronze, aluminum, stainless steel or painted cast iron are appropriate and should have a matt finish and not be reflective nor translucent.
 - d) Unfinished materials should be designed and used carefully due to weathering.
 - e) Highly reflective materials that will be difficult to read are not appropriate.
- 6) Lighting



Illumination of a sign should be done with the objective of achieving a balance between the architecture, the historic district and the sign. Internally illuminated signs are not generally permitted in the downtown historic district.

- a) Use of internal illumination is strongly discouraged. The plastic feel of internally illuminated signs is inappropriate in a historic district. In rare cases, where the wattage is low and the sign is quite dark, internal illumination can be effective and would be acceptable.
- b) Where internal illumination is considered it should be limited to individual cut out letters with only the letter face illuminated, or letters routed out of the face of an opaque cabinet sign.
- c) The light source for internally illuminated signs should be white.
- d) The sign illumination source should be shielded and directed only toward the sign to minimize glare.
- e) Light intensity should not overpower the building or street edge.
- f) Small and discreet modern light fittings may provide an unobtrusive alternative to traditionally styled lamp units.
- g) Illumination of signs on upper levels should be limited to the brightness of lower level signs.
- h) Reversed pan-channel letters with an internal light source reflecting off the building may be used for "halo" illumination.
- i) The light source should not be visible.
- j) Neon should be used in limited volume to ensure that it does not become visually obtrusive and dominate the street frontage.
- k) In certain cases, neon may be more appropriate when framed and shielded.
- l) Wiring conduit for sign lighting should be carefully routed to avoid damage to architectural details and concealed as much as possible.

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- m) Copper or colored sheathing should be used for wiring to minimize visibility.
 - n) The wiring should be placed between the brick coursing and recesses to reduce its visibility.
- 7) Historic Signs
- a) Keeping a historic sign is encouraged, even if the business or product promoted is no longer on site. Retaining the sign can exploit the recognition value of the old name and play upon the public's fondness for the old sign, especially when the sign is a community landmark.
 - b) Historic signs add to the overall appearance and character of historic commercial buildings and should be treated as significant features of the property.
 - c) Painted wall signs on a building facade should be left intact and not painted over or removed.
 - d) Preserve signs that: reflect the history of a building or district; are characteristic of a particular historic period or style; are associated with events, people, or places; are evidence of the history of a product or business; display excellent craftsmanship, use of materials, or design; are incorporated into the buildings design or physical fabric.

Sec. 9.44. Design guidelines for specific sign and awning types.

In addition to the General Guidelines for all signs and awnings in Chapter IV, Sec. 9.43, the following guidelines apply to specific sign and awning types. These guidelines and those in Sec. 9.43 are intended to encourage strong design and to provide direction on how to achieve that goal. These guidelines are not intended to limit creativity or restrict imagination, innovations, or variety of sign styles, but they seek to preserve and enhance the unique historic and architectural character of the downtown district.

- 1) Wall Signs.



- a) When planning a wall sign, determine if a horizontal sign board exists on the building. If so, locate flush-mounted signs such that they fit within panels formed by moldings or transom panels on the facade.

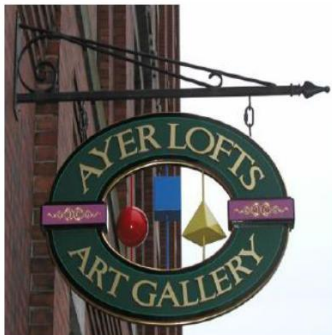
- b) Wall signs should be generally oriented toward the pedestrian, and thus placed on a lower section of the building.
- c) Placing or dimensioning a wall sign so that it spans the pilasters or detailing of a building should be avoided.
- d) The projection of a wall sign should be minimized to the depth of the sign panel or letter so that it is relatively flush with the building façade.
- e) A wall sign should be designed to sit within, rather than forward of, the fascia or other architectural details of the building.
- f) In the case of a restaurant, a menu board is essential and will usually be considered appropriate. The board should be positioned near the main restaurant entrance.
- g) It may be appropriate to place an understated wall sign identifying a building on the band under the cornice (uppermost crown) at the top of a multistory building.
- h) A wall sign should be placed so that it is framed by the architectural details of the building and so that it reflects the fenestration pattern of the building.

2) Window Signs.



- a) Window signs may be either paint or vinyl applied directly to the surface of the glass or any signage on the inside of the building that is visible through a window or door on a permanent basis and is placed within eighteen inches of the glass.
- b) Only a minimal area should be covered so that the signage does not block the view into the establishment nor appear to be cluttered or chaotic.
- c) Window signage on upper stories, which advertises businesses on the upper stories, is appropriate provided it is not unduly prominent.

3) Projecting Signs.



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- a) Projecting signs should be placed perpendicular to the building, either projecting outward from a building wall or hanging from an architectural support, and should have two faces.
 - b) Signs hung from a support should usually be centered on that support.
 - c) The lowest point of a projecting sign or bracket shall not be less than eight feet above the sidewalk.
 - d) Projecting signs may be illuminated.
 - e) A projecting sign should be positioned where it will not damage or visually intrude upon architectural details, and where it will not obscure a wall sign.
 - f) Brackets or other suspension devices should match the sign style and should be designed as a decorative or complementary part of the sign. Brackets are not included as part of the size of the sign.
 - g) Sign brackets should be made of painted wood or prefinished, pre-painted metal. Guy wires, if needed, should be as inconspicuous as possible.
 - h) A projecting sign should be attuned to the mass and scale of the building to which it is attached. A large projecting sign on a small building would compete with the architectural feel of the structure and therefore would not be encouraged.
 - i) Generally, the appropriate area for projecting signs is above the storefront windows and below the sills under the second floor windows.
 - j) A projecting sign should be located at or near the public entrance to the storefront or building.
- 4) Awnings and Awning Signs.



- a) The awning design should be compatible with the architecture of the building and should not obscure architectural details of the building. Further, awnings should serve as an accent to the building's design but should not be the dominant architectural feature.

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- b) Awnings and canopy signs should be located in a traditional manner above doors and windows, and should conform to the general shape of the opening.
 - c) Awnings may be fixed or retractable, and may have open or closed end panels. Awning valances should be loose.
 - d) Nylon, canvas or other similar materials are suitable for awnings. Material should be high quality, colorfast and sun fade resistant. Vinyl or plastic materials are not appropriate.
 - e) Fixed awnings should have concealed rigid metal frames.
 - f) Awning fabric may be solid or striped.
 - g) The length of the awning should be restricted to the length of the storefront opening. Awnings should not continue over masonry piers.
 - h) The vertical and horizontal dimensions of the awning should be proportional to the overall projection of the awning.
 - i) Awnings shall be constructed and erected so that the lowest portion of the projecting frame shall not be less than eight feet, and the lowest portion of the descending valance shall not be less than 6'-8", above the level of the sidewalk or public thoroughfare.
 - j) On masonry buildings, awnings should be anchored through mortar joints rather than directly into the masonry unit itself.
 - k) Awning signage is only permitted for first floor businesses, and may occupy a maximum of twenty percent of the valance (vertical surface) area on each face of an awning.
 - l) Illuminated/back-lit translucent awnings or translucent letters on opaque backgrounds are discouraged.
- 5) Freestanding Signs.



- a) Freestanding signs are only appropriate for properties where the building is well set back from the street and there are no other means of appropriate signage.
- b) Freestanding signs within a historic district should be carefully designed, located, and scaled in order that they not undermine the scale and character of the district.
- c) Monument signs are a generally less obtrusive alternative to a pole sign.
- d) Lighting of freestanding signs is permitted, provided that the lighting is shielded and directed only toward the sign. Internally illuminated monument signs should be avoided.
- e) Freestanding signs should be small in area and low in height to reinforce the pedestrian character of the district. Larger signs should be further set back from the sidewalk in order not to overwhelm the pedestrian.



CHAPTER V. DEFINITIONS

Sec. 9.45. Definitions.

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

Abandoned Sign means any sign that contains or exhibits broken panels, visible rust, visible rot, damaged support structures, or missing letters or which is otherwise dilapidated, unsightly, and for which no person accepts maintenance responsibility. Also, any sign advertising an activity, business, product or service no longer conducted and/or any sign associated with a business or commercial use that has ceased operations for twelve (12) months or more.

Air Dancer means an inflatable moving advertising product comprising a long fabric tube (with two or more outlets), which is attached to and powered by an electrical fan. As the electrical fan blows air through the fabric tube, this causes the tube to move about in a dynamic dancing or flailing motion. Also known as a tube man, sky-dancer, wacky waving inflatable arm flailing tube man.

Animated Sign means a sign that all or any part thereof visibly moves or uses movement or a change of lighting to depict action or to create a special effect or scene. This includes signs that rotate or revolve or signs that display a message in more than one direction. Provided, however, that official traffic control devices and warning signs conforming to the Manual of Uniform Traffic Control Devices are excluded from this definition. Electronic signs are excluded from this definition.

Banner means a sign other than a flag with or without characters, letters, illustrations or ornamentation applied to cloth, paper or fabric that is intended to be hung either with a frame or without a frame. Neither flags nor canopy signs are considered banners. Standard informational signs are excluded from the definition of a banner.

Beacon means any light with one or more beams directed into the atmosphere or directed at one or more points not on the same lot as the light source; also, any light with one or more beams that rotate or move.

Billboard, Traditional means a sign which may be supported by a pole structure, with an area of more than seventy-two (72) square feet but not more than six hundred seventy-two (672) square feet. The billboard directs attention to a business, commodity, service, or entertainment conducted, sold or offered at a location other than the premises on which the billboard is located. The billboard may either be illuminated or non-illuminated. This sign type does include dynamic digital billboards as defined by the ordinance.

Business Day means any day during which city government offices are open for public business. The term "business day" shall not include any day during which city government offices are closed after a partial business day due to a holiday, emergency, inclement weather, or the like.

Candela means a unit of luminous intensity equal to 1/60 of the luminous intensity per square centimeter of a blackbody radiating at the temperature of solidification of platinum (2,046 K).

Canopy Sign means a sign affixed to, superimposed upon, or painted on any roof or roof-like structure which is extended over a sidewalk, walkway, or vehicle access area. Canopy sign may also mean awning sign.

Changeable Copy Sign means any sign that incorporates changing letters or images to form a sign message or messages, whether such changes are accomplished electronically or manually. Changeable copy signs shall not incorporate changing lights or electronic images. (Prohibited, except for a church/place of worship or school)

Commercial Message means sign copy which advertises or directs attention to a business, product, service or transaction, whether conducted on- or off-site, whether existing or proposed.

Directional Sign means a sign specifically placed to manage and avoid conflicting vehicular movements.

Director means the Director of the Community Development Department, or a designee thereof.

Double-Faced Sign means a sign which has two display areas placed back to back against each other and the interior angle formed by the display areas is not greater than sixty (60) degrees, where one sign face is designed to be seen from one direction and the other face from another direction.

Electronic Sign means a message on a lawfully permitted sign, the electronic portion of which may be changed at intervals by electronic process or by remote control.

Facade means the exterior wall of a building or tenant space.

Feather Flag means a sign with or without characters, letters, illustrations, or ornamentations applied to cloth, paper, flexible plastic, or fabric of any kind with only such material for backing. Feather flags are generally a single sign attached to a support post and typically having a dimensional ratio of 4:1 (height/width). This definition

also applies to Tear Drop Flags, Windfeather Flags, Bow Flags, and other similar type signs. For the purposes of this ordinance, Feather Flags shall be regulated as vertical banners.

Flag means any fabric containing colors, patterns, or symbols used as symbol of government or other entity or organization.

Flagpole means a freestanding structure or a structure attached to a building or to the roof of a building on a parcel of record and used for the sole purpose of displaying flags.

Ground Sign means any sign supported by structures or supports that are placed on, or anchored in, the ground and that are independent from any building or other structure. A permanently affixed sign which is wholly independent of a building for support with a base of a width not less than the width of the sign face. The base of the sign face shall be flush with the supporting base, and the supporting base shall be flush with the ground and extend the full width of the sign. The term "ground sign" shall not include sidewalk signs.

Historic Sign means a sign deemed worthy of preservation under Section 5.29 of the Unified Development Code because of its value to the city for one or more of the following reasons:

- (1) It is an outstanding example of a sign representative of its era;
- (2) It is one of the few remaining examples of past sign design or style;
- (3) It is a sign associated with an event or person of historic or cultural significance to the city; or
- (4) It is a sign of esthetic interest that is continuing to contribute to the cultural or historical development and heritage of the city.
- (5) Building names, year built, and cornerstones are exempt from sign regulations so long as they are determined to be a part of the architecture of the structure.

Home-Based Business means a business based in the dwelling and/or accessory structures of its owner or operator which results in limited business practices within certain single family residential districts, the scope and character of which is defined by the requirements of the Home Business standards of this Ordinance.

Home Occupation means a business based in the dwelling of its owner or operator which results in minimal business practices within residential zoning districts, the scope and character of which is defined by the requirements of the Home Occupation standards in Section 8.11 of the Villa Rica Zoning Ordinance.

Illegal Sign means any sign that was erected in violation of the laws, as they existed at the time the sign permit was issued or signs that were not built in conformity with the issued permit or signs requiring a permit that were erected without a permit first having been obtained.

Illuminated Sign means a sign that has light cast upon the sign from a source either internal to the sign or from an external light source directed primarily toward such sign.

LED Sign means an electronically controlled sign utilizing light-emitting diodes or similar technology to form some or the entire sign message. LED signs are a form of electronic signs.

Luminance means a measure of the brightness of a luminous surface, measured in candelas per unit area.

Monument Sign means a ground sign with a base constructed of brick, stone, or other architectural masonry material. The sign shall constitute a solid visual block from the base to the top of the sign.

Multi-faced Sign means a sign structure with more than two sign faces situated so that each sign face is facing a different direction.

Nits means a unit of measurement of luminance, or the intensity of visible light, where one nit is equal to one candela per square meter.

Nonconforming Sign means any sign, legal at the time of erection, but which does not conform to the provisions of this chapter.

Out of Store Marketing Device is any facility or equipment which is located outside of a primary building on a site zoned for nonresidential uses, which is used for the primary purpose of providing a product or service without the owner's or agent's immediate presence, and which is manufactured to include a color, form, graphic, illumination, symbol, and/or writing thereon to communicate information regarding the product or service provided thereby to the public. Examples of out-of-store marketing devices include: bank ATM units, vending machines, newspaper racks, drink machines, ice boxes, and phone booths.

Pennant, Streamer means any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in a series, designed to move in the wind.

Perforated Window Sign means a sign made of adhesive-backed PVC vinyl or other similar material that is perforated with a pattern of round, evenly-spaced holes. This type of sign is generally applied over windows.

Planned Commercial Center means any commercial, office, industrial or mixed-use development that contains any combination of offices, residences, retail or industrial uses with a common entry from a public street and are managed as a whole and in accordance with all applicable requirements of the zoning ordinance set forth in the Unified Development Code.

Portable Sign means any sign which is not permanently affixed to the ground or to a structure, including but not limited to signs on trailers or signs mounted or painted or wrapped on vehicles which are parked in such a manner as to serve the purpose of an advertising device, or not routinely parked at the immediate premises of the business or entity indicated, advertised or identified by said sign. Portable signs are prohibited, except for authorized public safety use.

Projecting Sign means any sign which is attached perpendicular to a building or other structure and extends more than twelve (12) inches horizontally from the plane of the building wall.

Pump-island Sign means a sign located on, affixed to, or under a canopy over pump islands of a service station or convenience store with gas pumps.

Pylon Sign means a freestanding sign supported by vertical supports encased in brick, stone or materials architecturally compatible with the main building or structure on the property.

Right-of-Way (R.O.W.) means a strip of land acquired by reservation, dedication, forced dedication, prescription or condemnation and intended to be occupied or occupied by a road, crosswalk, railroad, electric distribution or transmission line, telephone line, oil or gas pipeline, water line, sanitary or storm sewer and other similar uses.

Right-of-Way Line means the limit of publicly owned land encompassing a public facility, such as a street or an alley.

Road, Accessible means any road or street that provides a means of ingress and egress to the lot.

Roof sign means a sign attached to or supported by the roof of a building that extends above the immediately adjacent roof line of the building or a sign that is wholly or partially above the roof line of a building.

Rotating Sign. See Animated sign.

Sidewalk Signs are defined as an A-frame or easel style sign to be placed on or adjacent to the sidewalk in conjunction with a business establishment.

Sign means a device, structure or representation for visual communication which is used for the purpose of bringing the subject thereof to the attention of others. For purposes of this chapter, the term "sign" shall include the structure upon which a sign face is located. Flags and banners shall be included within this definition only as

provided elsewhere herein. Seasonal holiday decorations shall not be included within the definition of "sign" and regulated as such.

Sign Copy means the visually communicative elements, including but not limited to words, letters, numbers, designs, figures or other symbolic presentation incorporated into a sign with the purpose of attracting attention to the subject matter or message.

Special Event shall be defined for the purpose of this chapter any organized for profit or nonprofit activity having as its purpose entertainment, recreation, and/or education which takes place on public property or takes place on private property but requires special public services such as the use of parks, public streets, rights-of-way, or sidewalks. Special events may include, but are not limited to, activities such as run/walk events, cycling events, street festivals, parades, triathlon/biathlon, grand openings, concerts, assemblies, block parties, and certain outdoor promotional events.

Standard Informational Sign means a non-illuminated sign with a rigid sign face made for short term use, containing no reflecting elements, flags or projections and which is mounted on a post, stake or metal frame with a thickness or diameter not greater than 3.5 inches. Banners are not included in the definition of a standard informational sign.

Suspended Sign means a sign securely suspended above a pedestrian passageway or sidewalk from beneath a canopy or awning and oriented perpendicular to the adjacent building façade.

Temporary Sign means a sign displayed for a fixed, terminable length of time. Temporary signs are intended to be removed after the temporary purpose has been served.

Tri-vision Sign means a sign designed with a series of triangular slats that mechanically rotate in sequence with one another to show three different sign messages in rotation.

Wall Sign means a sign fastened, placed or painted upon or parallel to the exterior wall of the structure itself, whether front, rear or side of the structure.

Wayfinding Sign means signage used to assist the public in navigating and locating parking, individual tenants, activity centers, ingress/egress points, and other features internal to a site and that is not visible from public rights-of-way.

Window Sign means any sign that is placed inside a window, within two (2) feet of a window, or upon the window panes or glass, either inside or outside the building, and is visible from the exterior of the structure. Window signs shall not cover more than twenty-five (25) percent of the total window area per façade of a business.

Surrounding Municipalities have adjusted the sign Review fees.

Examples below.

- City of Douglasville: \$50
 - <https://www.douglasvillega.gov/government/city-departments/community-development/zoning/fee-schedule>
- Carroll County: \$50
 - <https://www.carrollcountyga.gov/DocumentCenter/View/188/Schedule-of-Fees-PDF>
- Paulding County: \$50
 - https://www.paulding.gov/DocumentCenter/View/442/SRA_Sign-Review-Application-
- City of Dallas, Ga: \$40 Per Side
 - https://www.dallasga.gov/sites/default/files/fileattachments/community_development/page/7172/2024_fee_schedule_update-_draft_clean_-_11-13-24_003.pdf
- City of Carrollton: \$50
 - <https://www.carrollcountyga.gov/DocumentCenter/View/188/Schedule-of-Fees-PDF>
- City of Acworth: \$50
 - https://cms5.revize.com/revize/acworthga/document_center/Administration/cityWideMasterFeeSchedule.pdf



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Purchasing Ordinance Updates

AGENDA DATE: 03/11/2025

DATE PREPARED: 02/26/2025

PREPARED BY: Jennifer Hallman

PURPOSE: To approve purchasing ordinance updates consisting of purchasing authority limits, purchasing method thresholds, local vendor preference and technical compliance approval.

BACKGROUND:

In 2024 the Council approved the Finance Director’s reorganization plan which included a position of Purchasing Director. This was the first step to improve our purchasing oversight as well as a step closer to a centralized purchasing process. Louise Clark was placed in the new position and was charged with reviewing our current purchasing ordinance. Upon review, recommendations were made to better align our policy with practice, adjust authority limits & purchasing methods thresholds based on current cost of goods/services, expand our local vendor preference and include approval for technical compliance. Each of these recommendations are detailed below.

Purchasing Authority Limits

Staff recommends changes to the purchasing authority limits due to the rising costs for procuring goods/services, streamlining the purchasing process for operations/projects and bringing consistency to the limits. These changes are comparable to government entities our size and will still preserve internal controls and proper oversight of purchases.

Current & Proposed Purchasing Authority Limits:

Purchasing Authority Limits			
Approval Authority	Current	Proposed	Change Request
Department Head	\$2,500	\$5,000	Increase by \$2,500
Utility Department Head	\$5,000	\$5,000	No Change
Deputy City Manager	\$10,000	\$20,000	Increase by \$10,000
City Manager	\$25,000	\$35,000	Increase by \$10,000
City Manager & Finance Committee Council Member	N/A	\$50,000	Establish Authority Limit
City Council	> \$10,000	> \$50,000	Increase \$40,000
*Procurements over \$50,000 require Council approval <u>unless</u> the specific item is approved in the adopted budget.			
The authority’s limit also applies to change orders within an approved contract.			

Purchasing Method Thresholds

Staff recommends changes to the purchasing method threshold for the same reasons as the recommended authority limits changes mentioned above.

Current Purchasing Method Thresholds:

Current Purchasing Method		
Amount	Method	Procedures
\$0 - \$2,500	Informal	Purchase Order
> \$2,500 to \$10,000	Informal	3 written quotes /Purchase Order
> \$10,000	Formal	RFQ, RFP /Purchase Order

Proposed Purchasing Method Thresholds:

Proposed Purchasing Method		
Amount	Method	Procedures
\$0 - \$5,000	Informal	Purchase Order
> \$5,000 to \$10,000	Informal	2 written quotes /Purchase Order
> \$10,000 to \$50,000	Informal	3 written quotes to Purchasing Dept / Purchase Order
> \$50,000	Formal	RFQ, RFP /Purchase Order

Note: HB137 – Public Works Bidding: Increase Threshold from \$100,000 to \$250,000

The bill would increase the amount at which public works projects must go through the formal bidding process from \$100,000 to \$250,000. Projects under \$250,000 would no longer be subject to certain bidding and procedural requirements, while those over \$250,000 would still require competitive bidding and public disclosure. With rising construction costs, this proposed change would give cities more flexibility to manage smaller projects efficiently.

Local Vendor Preference

The City acknowledges local vendors contribute to the tax base and promote the local economy. Currently, a local vendor is defined as “*any business or firm having an office located within the boundaries of the City of Villa Rica and has a current Villa Rica Occupational Tax Certificate on the closing date of solicitation for which the offer has been submitted.*”

The current purchasing ordinance only references a Local Vendor Preference in 2.2.100 – Competitive sealed bids – I.5

5. Tie Bids. In the event two (2) responsive bids are tied for the lowest price and the other terms and conditions of the two (2) bids are substantially the same, the bid shall be awarded to the local vendor if only one of the bidders has an office located within the boundaries of the City of Villa Rica. If both or neither of the tied bidders are local vendors, the Purchasing staff shall request the firm’s best and final offers, and the award shall be to the lowest bid.

Staff recommends the Mayor & Council expand the local vendor definition and provide an additional concession when bidding against non-local vendors.

Recommended Local Vendor Definition and Concession

Definition:

A local vendor is defined as any business or firm having an office located within the boundaries of Douglas County or Carroll County and must be current with all debts due to the city (i.e. property tax, occupational tax, water/ sewer/sanitation, etc.). A local vendor preference shall not apply to road construction and public works projects governed by Georgia Laws or to the purchase of any goods and/or services, for which such preference is prohibited by Georgia or Federal Law (i.e. grant awards).

Concession:

Local vendor preference may be given when the total amount of the lowest unit bid does not exceed \$75,000. If the local vendor submits a quote/bid and is within 5% but not greater than \$3,750 of the lowest bid from a non-local vendor, then the quote/bid from the local vendor shall be deemed to have the lowest quote/bid.

Multiple purchases of the same item: If the City purchases multiple identical items then, when determining the low responsive bid, the City shall compare the unit price per item. If the unit price per item meets 5% or \$3,750 rule AND the total cost of all the items collectively is within \$5,000 of the price of a responsive bid from a non-local vendor, then the local vendor shall be deemed to have submitted the low bid.

Scenario 1: Fleet Department requests quotes for three identical F-150 Ford Trucks. The lowest responsive bid was \$41,000 per unit for a total bid of \$123,000 for all vehicles. The local vendor submitted a bid at \$43,000 per unit for a total of \$129,000 for all vehicles.

- Is the local vendor bid:
 - Within the unit price of the 5% rule? - **YES**
 - Within the unit price of no greater than the \$3,750 rule? - **YES**
 - Within the collective cost of all units no greater than the \$5,000 rule? - **NO**
 - The total cost of all units collectively is \$6,000 more than the lowest responsive bid from a non-local vendor.
 - Therefore, the bid would not be awarded to the local vendor.

Scenario 2: Fleet Department requests quotes for three identical F-150 Ford Trucks. The lowest responsive bid was \$41,000 per unit for a total bid of \$123,000 for all vehicles. The local vendor submitted a bid at \$42,000 per unit for a total of \$126,000 for all vehicles.

- Is the local vendor bid:
 - Within the unit price of the 5% rule? - **YES**
 - Within the unit price of no greater than the \$3,750 rule? - **YES**
 - Within the collective cost of all units no greater than the \$5,000 rule? - **YES**
 - The total cost of all units collectively is \$3,000 more than the lowest responsive bid from a non-local vendor.
 - Therefore, the bid would be awarded to the local vendor.

Technical Compliance Approval

The Information Technology Director will review and approve any technology related procurement involving the City's technology for verification of compatibility with existing equipment and consistency with the City's strategic goals. Technology related procurements include software that resides on the City's network and hardware that utilizes the City's network (e.g. cellphones, smartphones, tablets, printers, desktop and laptop computers, etc.)

STAFF RECOMMENDATION: Approval

IMPACT: These changes are comparable to government entities our size and will still preserve internal controls and proper oversight of purchases.

MOTION: I move to approve purchasing ordinance updates consisting of purchasing authority limits, purchasing method thresholds, local vendor preference and technical compliance approval.

ORDINANCE NO. 08-15-CCO**ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF VILLA RICA, GEORGIA RELATING PROCUREMENT SO AS TO CLARIFY AND UPDATE THE CITY'S PROCUREMENT PROCESS AND PROVIDE COMPREHENSIVE PROCURMENT POLICIES FOR THE CITY; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES****THE COUNCIL OF THE CITY OF VILLA RICA HEREBY ORDAINS:**

SECTION 1. Ordinance. That Title 2, Chapter 2 of the current Code of Ordinances, City of Villa Rica regarding Procurement be deleted in its entirety, and replaced with a new Title 2, Chapter 2, so as to read as follows:

- 2.2.10 - Short title.
- 2.2.11 - Scope
- 2.2.12 - Interpretation
- 2.2.13 - Application of federal and state law
- 2.2.14 - Public access to procurement information.
- 2.2.020 - Definitions.
- 2.2.030 - Purchasing Agent.
- 2.2.040 - Powers and duties of the Purchasing Agent.
- 2.2.050 - Pre-audit certification.
- 2.2.060 - Ethics.
- 2.2.061 - Disclaimer of responsibility for improper purchasing.
- 2.2.070 - Evasion prohibited.
- 2.2.080 - Summary of methods of procurement.
- 2.2.082 - Mandatory pre-qualification process.
- 2.2.090 - Purchases based on informal procurement.
- 2.2.100 - Competitive sealed bids.
- 2.2.110 - Competitive sealed proposals.
- 2.2.120 - Reserved.
- 2.2.130 - Construction acquisition.
- 2.2.140 - Professional services.
- 2.2.150 - Waiver based on other government purchases.
- 2.2.160 - Exemptions.
- 2.2.170 - Sale of real property.
- 2.2.180 - Sale of surplus real property by real estate broker.
- 2.2.190 - Disposition of personal property.
- 2.2.200 - Leases of City owned real property.
- 2.2.210 - Bonding requirements.
- 2.2.220 - Responsibility of bidders.
- 2.2.221 - Collusive or anti-competitive practices.
- 2.2.222 - Approval of contracts.
- 2.2.223 - Change orders and contract modifications.
- 2.2.224 - Emergency circumstances for change orders.

- 2.2.225 - Specifications.
- 2.2.226 - Types and use of specifications.
- 2.2.227 - Renewals and extensions.
- 2.2.228 - Termination of contracts.
- 2.2.330 - Electronic transmissions of information.
- 2.2.331 - Electronic signatures and records.
- 2.2.340-2.2.400 - Reserved.

2.2.10 - Short title.

This chapter may be cited as "The City of Villa Rica Purchasing and Procurement Ordinance."

2.2.11 - Scope.

This Ordinance shall govern all acquisitions and dispositions by the City of Villa Rica of commodities, equipment and services and all related contracts and agreements ~~including those that may generate revenue~~. This Ordinance supersedes and repeals all previously existing ordinances to the extent they are inconsistent with the provisions herein.

2.2.12 - Interpretation.

- A. Purpose. This Ordinance shall be construed and applied to promote its underlying purposes and policies, which are:
1. To obtain the best value in terms of quality, service and price when expending public funds.
 2. To foster effective, fair and broad-based competition for public procurement within the free enterprise system.
 3. To provide safeguards for the maintenance of quality, integrity and equity, as defined by Section 2.2.060 of this ordinance, in the purchase and disposition of City property.
- B. Rules of Construction. In this Ordinance unless the text requires otherwise:
1. Words in the singular number include the plural, and those in the plural include the singular.
 2. Words of a particular gender include any gender and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.
 3. "May" shall be permissive and not mandatory.
 4. "Shall" shall be mandatory and not permissive.
 5. Terms, which are not specifically defined herein, shall have their usual and customary meanings.

2.2.13 - Application of federal and state law.

It is intended that this Ordinance shall conform to all applicable provisions of the laws of the United States and of the State of Georgia, and the provisions hereof shall be so construed wherever possible. In the event any portion of this Ordinance shall be declared invalid for its failure to conform to state or federal law, such invalidity shall not affect the remaining portions hereof. Notwithstanding any other provision of this Ordinance, the City may enter into any contract, follow any procedure, or take any action that is otherwise at variance with this Ordinance if necessary or convenient to receiving funds from the government of the United States or the State of Georgia.

2.2.14 - Public access to procurement information.

Interested persons shall have access to information regarding procurement transactions of the City of Villa Rica in accordance with City policy and the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.

2.2.020 - Definitions.

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

1. Absolute Value: The numerical value of an acquisition or change order request.
2. Acquiring Office: The department, division, board, authority, or other unit of the City of Villa Rica under whose authority, on whose behalf, or for whose use a commodity, service, or real property is requested or acquired or a contract or agreement relating thereto is obtained.
3. Acquisition: A transaction in which the City purchases, orders, contracts for, or otherwise agrees to obtain for value any commodity, service, or real property or combination thereof.
4. Best and Final Offer: In competitive negotiation, the final proposal submitted after negotiations are completed that contains the vendor's most favorable terms for price and services or products to be delivered.
5. Bid: Submission of information from a bidder that describes the bidder's commodities or services, and any other information necessary to respond to the specifications and other requirements set forth in an Invitation to Bid.
6. Brand Name or Equal Specification: A specification limited to one or more items by manufacturer's names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet City requirements, and which provides for the submission of equivalent products.
7. Brand Name Specifications: A specification limited to one or more items by manufacturers' names or catalogue numbers.

8. **Business:** Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
9. **Change Order:** A written order signed by a person authorized to act on behalf of the City directing the contractor to make changes that the "Changes" clause of the contract authorizes.
10. **City:** Means the City of Villa Rica, Georgia.
11. **Commodity:** A discrete and distinct item of tangible personal property, including, without limitation, any such item which is intended to become an integrated part of another item of tangible personal property or of any improvement to real property.
12. **Confidential Information:** Any information which is available to an employee/official only because of their status as an employee/official of the City of Villa Rica and is not a matter of public knowledge or available to the public on request.
13. **Construction:** The process of building, altering, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. Does not include the routine operation, repair and/or maintenance of existing structures, building or real property.
14. **Consultant:** A person who has expertise because of education or experience that uniquely qualifies him or her to provide specialized services or advice.
15. **Contract:** Any city agreement, purchase order, lease, or other document which creates or is intended to create binding reciprocal obligations including, without limitation, any document evidencing a bid or proposal award which has been accepted by the bidder.
16. **Contractor:** Any person who is party to a contract.
17. **Cooperative Purchase:** An arrangement whereby two (2) or more public procurement units purchased from the same supplier using a single Invitation to Bid or Request for Proposal.
18. **Direct or Indirect Participation:** Involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
19. **Employee/Official:** An individual drawing a salary or wage from the City of Villa Rica, whether elected or not; any non-compensated individual performing personal services for the City of Villa Rica or any department, agency, commission, council, board, or any other entity established by the executive or legislative branch of the City of Villa Rica; and any non-compensated individual serving as an elected official of the City of Villa Rica.
20. **Gifts/Gratuity/Favors:** A payment, loan, subscription, advance, deposit of money, service or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

21. Goods/Commodities: Supplies, apparatus, materials, equipment, and other forms of tangible personal property.
22. Immediate Family: A spouse, children, parents, brothers and sisters, mother in-law and father in-law.
23. Invitation to Bid: All information and documentation disseminated by the City to solicit bids.
24. Local Vendor: Any business or firm having an office located within the boundaries of ~~the Douglas County or Carroll County and must be current with all debts due to the city (i.e. property tax, occupational tax, water / sewer / sanitation, etc.). A local vendor preference shall not apply to road construction and public works projects governed by Georgia Laws or to the purchase of any goods and/or services, for which such preference is prohibited by Georgia or Federal Law (i.e. grant awards). City of Villa Rica and has a current Villa Rica Occupational Tax Certificate on the closing date of solicitation for which the offer has been submitted.~~
25. Material: Property that is incorporated into or attached to an end item, or consumed in performing a contract; what a thing is made from, the substance of anything manufactured or built; or goods used in the manufacturing process, either directly, such as raw materials, or indirectly, such as factory supplies.
26. Material Fact: One that constitutes substantially the consideration of the contract, or without which it would not have been made.
27. Multiyear Contract: An agreement that lasts longer than a twelve-month period as permitted by O.C.G.A. § 36-60-13 and has been duly approved under the authority of this Ordinance. The life term (multiple years) dollar amount must be used to determine the appropriate approval authority.
28. Offeror: Any person who has submitted a bid or proposal to the City or otherwise offered to form a contract with the City.
29. Ordinance: Means this chapter.
30. Person: Any individual or legal entity.
31. Professional Service: A service consisting in material part of advice, evaluation, planning, design, or other effort involving the exercise of judgment, discretion, and knowledge, including, without limitation, a service provided by a person whose profession is licensed or regulated by the state or federal government.
32. Proposal: Submission of information from a proposer (including a consultant) which states how that proposer intends to fulfill the specifications and other requirements described in a Request for Proposal.
33. Purchase Shopping Cart: A document by which an acquiring office requests the acquisition of commodities or services or specifies the requirements to be filled by the acquisition of commodities or services.

34. Purchase Order: The document used by the city to obtain supplies, goods, commodities and services from vendors.
35. Purchasing Agent: The principal purchasing official of the city.
36. Qualified Products List: An approved list of supplies, services or construction items described by model or catalogue numbers, which prior to competitive solicitation, the City has determined will meet the applicable specification requirements.
37. Request for Proposals: All information and documentation disseminated by the City to solicit proposals.
38. Request for Qualifications: All information and documentation disseminated by the City to solicit qualifications.
39. Responsible Bidder: A person who has the capability in all respects to perform fully the contract requirements, and the experience, reliability, capacity, facilities, equipment and credit which will assure good faith performance.
40. Responsible Director: The director or acting director who has supervisory authority over a City Department and responsibility for acquiring materials, supplies, equipment and services.
41. Responsive Bidder: A person who has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation to bids or request for proposals.
42. Services: The furnishing of labor, time or effort by a contractor that is not intended to accomplish the delivery of a specified tangible product other than reports which are merely incidental to the required performance, including, without limitation, a professional or consulting service.
43. Specification: In connection with an Invitation to Bid or Request for Proposal, a list or description of the characteristics of the commodities or services which will meet the City's requirements.
44. Supplies: All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land.
45. Term Contract: a contract in which a source of supply is established for a specified period of time for specified services or supplies; usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price.
46. Unit of Government: The government of the United States of America or any department, agency, or division thereof, the State of Georgia or any department, agency, political subdivision, municipal corporation, or authority thereof.
47. User Department (or Operating Department): Any agency or office, whether headed by an appointed or elected official, for whom the governing authority has budgetary responsibility, except that this definition excludes the Purchasing Office within the Finance Division.

2.2.030 - Purchasing Agent.

The Purchasing Agent shall serve all of the City of Villa Rica Government by obtaining required commodities and services in accordance with State of Georgia law and this Ordinance. The Purchasing Agent shall, except as otherwise specified herein, be responsible for the administration of all transactions governed by the provisions of this Ordinance and shall serve as the principle procurement officer of the City. Unless otherwise provided, any duties and powers of the Purchasing Agent may be delegated by him/her to subordinate purchasing staff members and other employees. The Purchasing Agent shall be subject to the authority and supervision of the Budget Officer.

2.2.040 - Powers and duties of the Purchasing Agent.

The Purchasing Agent shall have the following powers and duties:

- A. Procure or oversee the procurement of all goods and services needed by the city and advertise for bids for such goods and services as required by this chapter. Consistent with this chapter and subject to the approval of the Budget Officer, the Purchasing Agent is authorized to establish, implement and enforce written operational procedures relating to acquisitions and dispositions subject to this Ordinance and may annually publish a handbook or manual containing those procedures. Such procedures shall, to the extent consistent with applicable law and this Ordinance, be based upon generally accepted public purchasing principles and practices and shall become effective upon approval by the Budget Officer. Additionally, these procedures may be revised, as necessary, through the same process used for their initial approval.
- B. Provide for and oversee the development of specifications for goods and services purchased by the city, administer purchase contracts to which the city is a party, and provide for inspecting and accepting or rejecting of goods and services purchased by the city.
- C. Process or oversee the processing of all claims for loss, damage, breakage, or shortage, and claims for refund and adjustment concerning the purchase of goods or services for the city.
- D. Exercise general supervision and control over all inventories of goods belonging to the city, and provide for the transfer between city departments of surplus goods.
- E. Require bonds, insurance and other forms of protection for the city on the process of procuring goods and services for the city.
- F. Terminate solicitations for bids for any good(s) or service(s) when in the opinion of the City Manager, it is in the city's best interest to do so.
- G. Reject any and all bids, when in the opinion of the City Manager, it is in the best interest of the city to do so.
- H. Following consultation with the City Manager, terminate contracts or pursue other remedies when the party or parties with whom the city is contracting has or have breached the contract.

- I. Sell or oversee the sale of goods or property of the city as authorized by this ordinance.
- J. Perform such other duties not inconsistent with this chapter as the Budget Officer shall direct.

2.2.050 - Pre-audit certification.

The Purchasing Agent shall not execute any contract for goods or services until the Budget Officer certifies, after pre-audit, that there is to the credit of the using department, a sufficient unencumbered appropriation balance in excess of all unpaid obligations, to defray the amount of such contact. Subject to the approval of the Budget Officer, the Purchasing Agent may issue operating rules to ensure compliance with this section.

2.2.060 - Ethics.

It is the policy of the City of Villa Rica to seek the best overall value when procuring goods and services. Toward this end, the City finds and declares that its objectives will best be achieved through an open, competitive process with a broad range of responsible vendors wishing to furnish products and services to the City. The City of Villa Rica will set up and conduct a procurement program that maximizes service benefit to the community and awards contracts to vendors who offer the best value.

- A. The City of Villa Rica declares that City employees and officials along with those wishing to do business with the City have the shared responsibility for avoiding biased, anticompetitive or unethical practices when such receipt has the potential to influence a procurement decision or to gain undue advantage in a procurement competition.
- B. The Purchasing Agent and every officer and employee of the city whose duties involve the purchase or sale of goods and/or services, or the preparation of specifications for the purchase of goods and/or services for the city, or deciding which goods shall be declared surplus are expressly prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible or intangible thing of value, directly or indirectly, from any person, company, firm or corporation which seeks to do business with or contract with the city or has contracted with the city within the preceding 12 months, or to which any purchase order or contract is awarded, or to whom any surplus goods may be sold.
- C. Prospective vendors must compete for City business within the parameters of the solicitation process and are prohibited from seeking to obtain inside information, attempting to skew the writing of specifications or influencing a procurement decision through any means outside the process established for the particular solicitation. This principle applies to any contractor, subcontractor, representative, employee or agent that may be associated with a procurement transaction.
- D. The City's ethics ordinance and City Charter should be consulted for requirements related to lobbying and representation of business interests that come before the City Council or City officials for decision.
- E. Ethical business practices are important both during a solicitation and after the decision to

grant an award. To this end, the City seeks to establish relationships with business partners whose ongoing ethical standards of business conduct are congruent with those outlined here. The Purchasing Agent is charged with establishing methods for ongoing monitoring for non-compliance with these principles. The prohibition against the offering of or the acceptance of gifts, favors, kickbacks, gratuities, payments or any other thing of value extends beyond and outside any specific procurement or solicitation.

- F. A vendor's contract compliance history with the City of Villa Rica and other contractual parties is a valid element in the decision to award a solicitation.
- G. The City of Villa Rica stipulates that the furtherance of its strategic goals for job creation, stability and growth in the tax base, business retention, and other fiscal and economic development objectives may be considered during the procurement process. The City Manager is authorized to establish procurement initiatives consistent with the City's strategic economic development objectives. These procurement practices shall be applied consistently and equitably, and shall have a direct relationship to the City's goals.
- H. The City of Villa Rica employees, officials, and their family members are generally prohibited from participation in any procurement decision or any gain of undue advantage in a procurement competition as a result of contemporaneous employment with a potential or actual business partner.
- I. It is unethical for any City employee to purchase commodities or services from a City contract for personal use.
- J. Individuals, firms and businesses seeking an award of a City of Villa Rica contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative other than the Purchasing Agent named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the City Council. The City Manager and Budget Officer will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

2.2.061 - Disclaimer of responsibility for improper purchasing.

The City Council may disclaim responsibility and liability for any purchase, expenditure, or agreement for expenditure arising from procurement made in its name, or in the name of any governmental body under its authority, by an unauthorized person or any person acting outside this Ordinance or the authorization or delegation as provided in this Ordinance. The expense of any such disclaimed transaction will become the personal liability of the individual who acted improperly.

2.2.070 - Evasion prohibited.

No purchase or sale shall be artificially divided for the purpose of evading the provisions of this ordinance. Neither shall this process be used for frequently recurring acquisitions that warrant volume purchases or periodic term contracts.

2.2.080 - Summary of methods of procurement.

In most cases, this Ordinance recognizes seven methods of procurement and the conditions where each method shall be used. Local vendor preference and technical compliance approval shall be used where applicable.

Local Vendor Preference: Local vendor preference may be given when the total amount of the lowest unit bid does not exceed \$75,000. If the local vendor submits a quote/bid and is within 5% but not greater than \$3,750 of the lowest bid from a non-local vendor, then the quote/bid from the local vendor shall be deemed to have the lowest quote/bid.

Multiple purchases of the same item: If the City purchases multiple identical items then, when determining the low responsive bid, the City shall compare the unit price per item. If the unit price per item meets 5% or \$3,750 rule AND the total cost of all the items collectively is within \$5,000 of the price of a responsive bid from a non-local vendor, then the local vendor shall be deemed to have submitted the low bid.

Technical Compliance Approval: The Information Technology Director will review and approve any technology related procurement involving the City's technology for verification of compatibility with existing equipment and consistency with the City's strategic goals. Technology related procurements include software that resides on the City's network and hardware that utilizes the City's network (e.g. cellphones, smartphones, tablets, printers, desktop and laptop computers, etc.)

A. Informal Purchase.

Those purchases ~~\$10,000-~~ \$50,000 or less do not justify the administrative time and expense for the conduct of competitive sealed bids or proposals.

B. Competitive Sealed Bidding.

In most cases the competitive sealed bid is the preferred method of procurement in the public sector and should be used whenever possible as it allows qualified, responsive bidders to compete on the basis of price. Generally, the following conditions must be met:

1. Clear and adequate specifications are available.
2. Three (3) or more responsible bidders are willing to participate in the process.
3. Cost of materials, supplies, equipment, services or project is greater than ~~\$10,000~~ \$50,000.
4. ~~Revenue is greater than \$10,000.~~

C. Competitive Sealed Proposal.

When use of the competitive sealed bid is either not practical or not advantageous to the City, a contract may be entered into by use of the competitive sealed proposal. Use of the proposal is dependent upon such factors as:

1. Whether quality, availability or capability is overriding in relation to price in procurement of technical supplies or technical or professional services.

2. Whether the initial installation needs to be evaluated together with subsequent maintenance and service capabilities and what priorities should be given these requirements in the City's best interest.
3. Whether a fixed price or cost type contract is more advantageous.
4. Whether the market place will respond better to a solicitation permitting not only a range of alternate proposals, but evaluation and discussion of them before making the award.
5. Cost of equipment, services or project is greater than ~~\$10,000~~ \$50,000.

~~6. Revenue is greater than \$10,000.~~

D. Sole Source Purchase.

A sole source procurement may be used when only one vendor or supplier is able to fill

requirements for the intended use. Sole source may be used for compatibility with equipment for repair purposes, or for compatibility with existing systems. Standardization may require a sole source procurement, depending upon the intended use. Standardization, which is either established as a result of past procurement(s) or by approval of the City Manager, can be a satisfactory justification for a sole source. The City Council shall approve all purchases where cost is greater than ~~\$10,000~~ \$50,000 unless the specific item is approved in the adopted budget.

E. Emergency Purchase.

The Purchasing Agent shall have the authority to purchase commodities and services where there exists an emergency constituting a threat to public health, safety or welfare or to the soundness and integrity of public property or to the delivery of essential services and where the adverse effects of such emergency may worsen materially with the passage of time. Acquisitions shall be made using such competitive procedures as circumstances reasonably permit. Emergencies shall be documented by the using department and submitted to the Purchasing Office. When a situation exists where time does not permit involvement of the Purchasing Office, the user Department Director is authorized to purchase necessary commodities or make necessary repairs. For emergencies where cost exceeds the amount authorized to a using department, written documentation shall be prepared by the user Department Director and submitted to the Purchasing Office explaining the nature of the emergency. All emergencies where cost is greater than ~~\$10,000~~ \$50,000 require ratification of the City Council.

F. Cooperative Purchase.

The City may participate in a cooperative purchase for commodities, supplies and services when determined that it is in the best interest of the City. The sponsoring entity, whether federal, state or local must have performed a competitive procurement process and entered into a contract that stipulates allowance for other governmental entities to purchase from the supplier at the same price and under the same terms and conditions as extended to it. If such arrangement has not been made a part of the contract, written permission from the sponsoring entity and the awarded supplier must be obtained. Documentation to substantiate this decision will be maintained by the Purchasing Office. Cooperative purchases where the cost is greater than ~~\$10,000~~ \$50,000 shall be approved by the City Council unless the specific item is approved in the adopted budget.

G. Governmental and Affiliated Entity Purchase.

The City may purchase services and incidental commodities from other federal, state or local governments, associations and non-profit organizations when determined to be in the best interest of the City. Documentation to substantiate this decision will be maintained by the Purchasing Office. Such purchases where cost is greater than ~~\$10,000~~ \$50,000 shall be approved by the City of Villa Rica City Council unless the specific item is approved in the adopted budget.

2.2.082 - Mandatory pre-qualification process.

- A. Public Works Construction Contracts Governed by O.C.G.A. § 36-91-20 et seq. The Purchasing Agent is hereby delegated the authority to administer a process for mandatory pre-qualification of prospective bidders for public works construction contracts pursuant to O.C.G.A. § 36-91-20(f).
- B. All Other Contracts. The Purchasing Agent is authorized to determine that a process for mandatory pre-qualification for competitive sealed bids and competitive sealed proposals of bidders or proposers is appropriate for the procurement of a particular commodity or service, subject to these requirements:
1. Criteria for pre-qualification shall be reasonably related to the project or the quality of the work.
 2. Criteria for pre-qualification shall be available to any prospective bidder requesting such information.
 3. There shall be a method of notifying prospective bidders of the criteria for pre-qualification.
 4. There shall be a procedure for a disqualified bidder to respond to his or her disqualification to the Purchasing Agent; however, such procedure shall not include a formal appeal.
 5. No bid or proposal shall be eligible for consideration by the City from a prospective bidder who has not been pre-qualified on the procurement in question where the Invitation to Bid or Request for Proposals specified that pre-qualification would be mandatory, and any bid or proposal received shall be returned to the prospective bidder unopened.

2.2.090 - Purchases based on informal procurement.

- A. General. Procurements that involve amounts ~~\$10,000-~~ \$50,000 or less do not require a formal sealed bid/proposal process. However, the processes used for this type of procurement will include as much competition as is consistent with the anticipated cost of the procurement and the best interest of the City.
- B. Prohibition of Improper Use of Informal Purchase Process. Purchases may not be artificially divided as to constitute an informal purchase, thereby circumventing the dollar limit requirement for competitive sealed bids/proposals.
- C. Procedures. Procurement within this category shall be made in accordance with the informal purchase procedures established by the Purchasing Agent. These procedures will cover purchases delegated to user departments as well as those handled through the central procurement process. Such operational procedures shall provide for obtaining adequate and reasonable competition for the supply, service or construction being purchased. Further, such operational procedures shall require the preparation and maintenance of written records to adequately document the competition obtained, properly account for the funds expended and facilitate audit/review of the transaction.

D. Types of Informal Purchases. Informal purchases are classified by two (2) categories:

1. Those that may be made directly by the using department.

2. Those that are required to be made through the central procurement process.

E. Informal Purchase by User Departments.

1. Authority. Each user department is granted the authority, at the discretion of the Department Director or City Manager, to handle purchases where the cost is less than ~~\$2,500~~ \$5,000.
2. Prohibition of Misuse. Purchases may not be artificially divided in order to qualify for handling by the using departments. Neither shall this process be used for frequently recurring acquisitions that warrant volume purchases or periodic term contracts.

F. Informal Purchases by Purchasing Staff.

1. Purchasing staff shall obtain commodities and services competitively through telephone solicitations where cost is ~~\$2,500~~ \$5,000 or less. ~~A minimum of three quotations is required unless adequate source supply is not available.~~
2. Purchasing staff shall obtain commodities and services competitively through written quotations where cost is ~~\$2,500~~ \$5,000 to \$10,000. A minimum of ~~three (3)~~ two (2) written quotations is required unless adequate source supply is not available.

~~2.3 Purchasing staff shall obtain commodities and services competitively through written quotations where cost is greater than \$10,000 but less than \$50,000. A minimum of three (3) written quotations required unless adequate source supply is not available.~~

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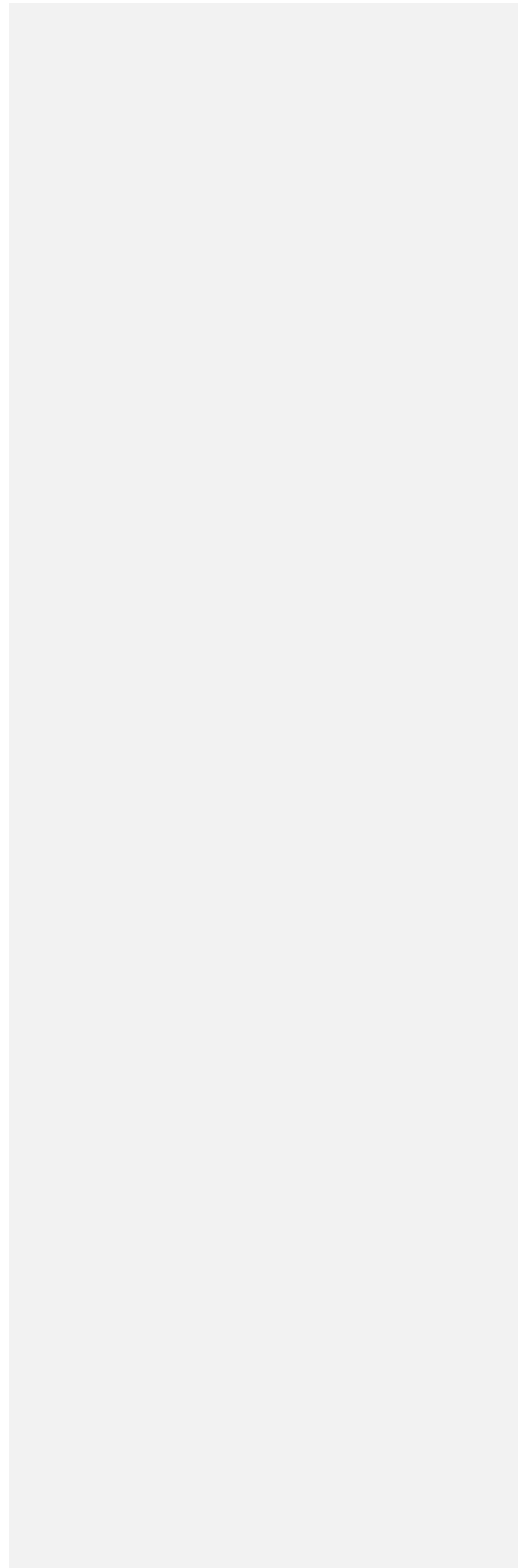
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2.2.100 - Competitive sealed bids.

- A. Acquisitions Greater Than ~~\$10,000~~ \$50,000. Any commodity that is expected to cost ~~or generate revenue~~ greater than ~~\$10,000~~ \$50,000 shall be acquired through the competitive sealed bid process except as otherwise provided in this Ordinance.
- B. Dissemination of Invitation to Bid. Public notice of an Invitation to Bid shall be given as required by Georgia law. The public notice shall contain a general description of the purchase, shall state the location where documents may be obtained and the date, time and place of bid opening. Notice of any required bonding and insurance shall be included in the public notice. A copy of such notice shall be posted in the Purchasing Office. Any other methods of advertisement identified as likely to result in additional competition may be used in addition to required advertisement, at the discretion of the Purchasing Agent.
- C. Receipt of Bid. No written bid shall be eligible for consideration by the City unless it is placed in a sealed envelope or package and actually received by the Purchasing Office by the date and time specified in the Invitation to Bid. All bids shall be stamped or annotated with the date and time of receipt and secured until the designated opening time. A bid delivered late shall under no circumstances be eligible for consideration by the City.
- D. Bid Opening. Bids shall be opened publicly in the presence of one or more witnesses on the date and at the time and place designated in the Invitation to Bid. The name of each bidder, the purchase price contained in each bid, and such other information as the Purchasing Agent deems appropriate shall be announced as the bids are opened. A record of bid information shall be recorded and available for public inspection.

E. Modification of Bid. Any clerical mistake that is patently obvious on the face of a bid,



subject to the limitations described below, may be corrected upon written request and verification, submitted by the bidder. A non-material omission in a bid may be corrected if the Purchasing Agent determines the correction to be in the City's best interest. Omissions affecting or relating to any of the following shall be deemed material and shall not be corrected after bid opening:

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1. Price information.
 2. Any required bonding.
- F. **Withdrawal of Bid.** Bids may be withdrawn at any time prior to the bid opening. After bids have been publicly opened, withdrawal of bid shall be based upon the following:
1. The bidder shall give notice in writing of his claim of right to withdraw his bid due to an error within two (2) business days after the conclusion of the bid opening procedure.
 2. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if request is made to withdraw the bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be the low bid.
- G. **Bid Evaluation.** Bids shall be evaluated based on the requirements set forth in the Invitation to Bid. No criteria may be used in bid evaluation that is not specifically set forth in the solicitation.
- H. **Bid Cancellation.** An Invitation to Bid may be canceled prior to opening date or any or all bids may be rejected in whole or in part as may be specified in the solicitation, where it is in the best interest of the City in accordance with regulations promulgated by the Purchasing Office or, as a result of improper conduct on the part of a City employee. The reasons for any cancellation shall be made part of the bid file.
- I. **Bid Award.**
1. **Responsive and Responsible Bidder(s).** Subject to approval by the City Council, bids shall be awarded to the responsible bidder(s) who have submitted the lowest cost responsive bid(s), ~~highest revenue responsive bid(s)~~, or whose bid represents the best value to the City.
 2. **Approval of Bid.** All bid awards for amounts greater than ~~\$10,000~~ \$50,000 (cost ~~or revenue~~) shall be approved by the City Council.
 3. **Rejection or Deferral of Bid.** The Purchasing Agent may reject bids, or may defer bid

awards to allow time for additional evaluation or review of bids or for other business purposes, consistent with the best interest of the City.

4. Disqualification of Bid. The following types of bids shall be disqualified for consideration for a bid award:
 - a. A proposal submitted without required bonds.
 - b. A proposal submitted by an individual, firm or business on the Ineligible Source List.
 - c. A proposal which is incomplete in any material fact.
 - d. A proposal submitted by an individual, firm or business that has litigation pending against the City, or anyone representing a firm or business in litigation against the City, not arising out of the procurement process.
5. Tie Bids. In the event two (2) responsive bids are tied for the lowest price and the other terms and conditions of the two (2) bids are substantially the same, the bid shall be awarded to the local vendor. ~~if only one of the bidders has an office located within the boundaries of the City of Villa Rica.~~ If both or neither of the tied bidders are local vendors, the Purchasing staff shall request the firm's best and final offers, and the award shall be to the lowest bid.

2.2.110 - Competitive sealed proposals.

- A. Acquisitions Greater Than ~~\$10,000~~ \$50,000. Any item or service which is expected to cost ~~or generate revenue~~ greater than ~~\$10,000~~ \$50,000, when the competitive sealed bid process is not applicable nor in the best interest of the City, shall be acquired through the competitive sealed proposal process except as otherwise provided in this Ordinance.
- B. Dissemination of Proposal. Proposals shall be disseminated through a Request for Proposal. Public notice shall be advertised as required by Georgia law. The public notice shall contain a general description of the item or service to be purchased, shall state the location where documents may be obtained and the date, time and place of proposal receipt. Notice of any required bonding and insurance shall be included in the public notice. A copy of such notice shall be posted in the Purchasing Office. Any other methods of advertisement identified as likely to result in additional competition may be used in addition to required advertisement, at the discretion of the Purchasing Agent.
- C. Receipt of Proposal. No written proposal shall be eligible for consideration by the City unless it is placed in a sealed envelope or package and actually received by the Purchasing Office by the date and time specified in the Request for Proposals. All proposals shall be stamped or annotated with the date and time of receipt and secured until the designated opening time. A proposal delivered late shall under no circumstances be eligible for consideration by the City.
- D. Proposal Opening. Proposals shall be opened publicly in the presence of one or more witnesses on the date and at the time and place designated in the Request for Proposals. The name of each Proposer shall be announced.

- E. Proposal Cancellation. A Request for Proposals may be canceled prior to opening date or any or all proposals may be rejected in whole or in part as may be specified in the solicitation, where it is in the best interest of the City in accordance with regulations promulgated by the Purchasing Office or as a result of improper conduct on the part of a City employee. The reasons for any cancellation shall be made part of the proposal file.
- F. Proprietary Information. Information submitted by a Proposer that is specifically marked "proprietary" shall not be disclosed outside of the Purchasing Office without prior notification to the Proposer. The City of Villa Rica is required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq. and therefore may not be able to protect information submitted in any response. Entire proposals may not be deemed "proprietary".
- G. Evaluation of Proposal.
1. Initial Evaluation. Each proposal shall be evaluated to determine whether it is responsive to the specifications and other terms and conditions contained in the Request for Proposals. With the approval of the Purchasing Associate named in the solicitation, the evaluating team may communicate with each proposer to clarify and amplify each Proposer's proposal. No information concerning any other Proposer's proposal shall be communicated in any way to the Proposer.
 2. Request for Supplemental Information. Additional information may be requested of Proposers. The Purchasing Office will initiate such requests.
- H. Award of Proposal.
1. Responsive and Responsible Proposal. Award shall be made to the responsive and responsible proposer whose proposal is determined to be the most advantageous to the City based upon the evaluation factors set forth in the Request for Proposal. In the event there are two (2) or more firms whose scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost and/or local vendor preference is applicable.
 2. Approval of Proposal. The City of Villa Rica City Council shall approve all awards where cost ~~or revenue~~ is greater than ~~\$10,000~~ \$50,000.
 3. Rejection or Deferral of Proposal. The Purchasing Agent may reject, or may defer award for any proposal when he or she deems such action to be in the best interest of the City.
 4. Disqualification of Proposal. The following types of proposals shall be disqualified for consideration for award:
 - a. A proposal submitted without required bonds.
 - b. A proposal submitted by an individual, firm or business on the Ineligible Source List.
 - c. A proposal which is incomplete in any material fact.
 - d. A proposal submitted by an individual, firm or business that has litigation pending against the City, or anyone representing a firm or business in litigation against the

City, not arising out of the procurement process.

2.2.120 - Reserved.

2.2.130 - Construction acquisition.

Construction acquisition shall follow the procedures for formal procurement in accordance with section 2.2.100 with competitive sealed bids section 2.2.110 being the preferred method of procurement. The City, at its discretion, may require bid, performance, and payment bonds for any construction contract where cost is less than ~~\$10,000~~ \$50,000. The Budget Officer shall set specific requirements.

2.2.140 - Professional services.

- A. It is the policy of this City to award contracts for professional services on the basis of demonstrated competence and qualifications at a fair and reasonable price with ultimate selection based on the best interest of the City and receipt of maximum value.
- B. When expected expenditures for professional services exceed ~~\$10,000~~ \$50,000. The selection process for professional services shall follow the same process as that for competitive sealed proposals presented in Section 2.2.110.
- C. The Purchasing Agent, subject to the approval of the City Manager, shall establish methods for weighting the variables and factors utilized for evaluation of proposals.
- D. The user departments will have primary responsibility for establishing proposal requirements and evaluation of the proposals while Purchasing will ensure that the process is handled in accordance with this policy. Any agent or firm employed to assist in any procurement project shall be required to adhere to the requirements of this policy.

2.2.150 - Waiver based on other government purchases.

When the City Manager determines it to be in the best interest of the city to do so, the requirements of this chapter may be waived for the purchase of goods and/or services valued at is less than \$10,000- \$50,000 or less from the following entities provided they have, within the previous twelve (12) months, after having completed a public, formal bid process or contracted to furnish the same type of goods:

- A. The United States of America or an agency thereof; or
- B. The State of Georgia or any agency or political subdivision of the State; or
- C. Any other state or local government, association or non-profit organizations, or agency or political subdivision of any other state, provided that entity is willing to furnish the goods at the same or more favorable price, terms, and conditions as those provided under the contract with the other unit or agency and provided the bid procedures are the same or more stringent than those of the City; or
- D. A entity engaged in cooperative purchases as governed by Section 2.2.080 (F) of this

ordinance.

2.2.160 - Exceptions.

The following supplies and services are exempted from this Ordinance when:

- A. A good is available from only one (1) source or supply, or when standardization or compatibility is the overriding consideration;
- B. The purchase is pursuant to a contract with
 - 1. The United States of America or an agency thereof;
 - 2. The State of Georgia or any agency or political subdivision of the State; or
- C. A special emergency exists involving the health and safety of the people or their property as governed by Section 2.2.080 (E) of this ordinance; or
- D. The purchase is for:
 - 1. Works of art for public places, or other creative/artistic endeavors that require a particular and demonstrated skill or talent to include, but not limited to, artists, musicians, and writers.
 - 2. Printed copyright material including published books, maps, periodicals and technical pamphlets (not including software for computer systems), except where a greater savings can be realized by a quantity purchase.
 - 3. Real property, real estate brokerage and appraising, abstract of titles for real property, title insurance for real property and other related costs of acquisition of real property.
 - 4. Subscriptions, dues, memberships and board member fees.
 - 5. Services provided directly to individual citizens and city employees including, but not limited to, catering and gifts.
 - 6. Utilities, where there is no reasonable basis for competitive procurement, for example electric power, water, and sewerage.
 - 7. Legal services, litigation, and related legal expenses.
 - 8. Licensed health professions.
 - 9. Marketing of bonds and other forms of debt or debt related services and management products, including but not limited to interest rate management agreements; the purchase of certain investment assets and services; and pension assets and services.
 - 10. Training, facilitators for meetings, travel, lodging or meal expenses covered by other City policies and regulations.

11. Items for resale that require a particular manufacturer or provider to enhance their marketability.
12. Advertisements and legal advertisements including but not limited to bid/proposal solicitations or any department, agency, commission, council, board, or any other entity established by the executive or legislative branch of the City of Villa Rica, required by law to publicly advertise their meetings or actions in the legal organ.
13. Public works construction contracts to the extent governed by O.C.G.A. § 36-91-1 et seq.
14. Antiques and other unique assets of historical value, including restoration of these items.
15. Materials or services required for confidential and secure investigations, apprehensions and detentions of individuals suspected of or convicted of criminal offenses by law enforcement personnel.
16. Repair of equipment excluding city vehicles.
17. Repair of buildings where the extent of the project cannot be predetermined.
18. Professional services not covered in this chapter.
19. Cooperative Purchases as governed by Section 2.2.080 (F).
20. Governmental and Affiliated Entity Purchases as governed by Section 2.2.080 (G).

2.2.170 - Sale of real property.

- A. Public Sale Required. Disposition of real property owned by the City shall be conducted by public sale in accordance with O.C.G.A. § 36-9-3, or as otherwise provided by state law.
- B. Exceptions to Public Sale. The following transactions shall not be governed by subsection (A):
 1. A redemption of real property acquired by City under tax deed.
 2. A grant of easement or license.
 3. A grant or conveyance of right-of-way or for other transportation purchases.
 4. A conveyance to any other unit of government.
 5. A conveyance of recreational set-aside property to a homeowner's association in the manner permitted by state law.
 6. A lease that constitutes a usufruct under state law.
- C. Procedures. Except as otherwise specifically provided by state law, the City shall not dispose

of any real property unless the City Council has declared such real property to be unserviceable. Other than dispositions governed by subsection (A) or by specified provisions of state law, any disposition may be made at public or private sale, upon such terms as the City Council shall deem to be in the City's best interest.

2.2.180 - Sale of surplus real property by real estate broker.

Real property, specifically properties which are remnants of land from total takes on the City of Villa Rica road projects, may be disposed of by sale by real estate broker in accordance with Georgia law O.C.G.A. § 32-7-4 et seq.

- A. Requirements for Real Estate Brokers. Real estate brokers must be licensed in accordance with Georgia law O.C.G.A. § 43-40-1 et seq.
- B. Declaration of Surplus Property. Property is declared surplus by the City Council in a regularly scheduled meeting.
- C. Notification to Former or Subsequent Owner. The former or subsequent owner is notified in writing of intent to sell, as he/she has the first right to purchase the property at the fair market value price. If the former or subsequent owner waives this right, then adjoining property owners are notified that the property will be sold by real estate broker or by competitive sealed bid.
- D. Selection of Broker. Broker shall be selected competitively, by the competitive sealed proposal process, as outlined in Section 2.2.100.
- E. Advertising and listing of property. Commencing at the time of the listing of the property as provided in O.C.G.A. § 32-7-4, the City shall publicly advertise once a week for two (2) weeks in the legal organ of the City the property and the name of the broker handling the property. Property shall be listed for a period of at least three (3) months. Property cannot be sold for less than fair market value excluding commission fee. If property does not sell during the listing time, the City may renegotiate the commission to a lower fee, extend the Exclusive Agreement with the real estate broker or recommend to the City Council that disposal be by competitive sealed bid or public auction.
- F. Approval of Sale. All sales of properties shall be approved by the City Council at a regular scheduled public meeting.

2.2.190 - Disposition of personal property.

- A. Declaration of Unserviceability. The City Council shall determine whether a particular item or category of personal property can no longer be used advantageously by the City and has therefore become unserviceable. The City Council may establish criteria establishing unserviceability for categories of personal property which may become unserviceable on a regular, frequently recurring basis, and may delegate to the City Manager the determination of whether a particular commodity meets the criteria of unserviceability for its category.
- B. Disposition. Unserviceable personal property may be sold by public sale, sealed bidding, spot bidding or any other means deemed most advantageous to the City under the particular

circumstances as determined by the City Council. A sale to a private person shall be for the highest net purchase price reasonably obtainable by the City. A sale to another unit of government shall be for a fair and reasonable purchase price that need not be as high as the purchase price obtainable from a private person. All sales for personal property items where the original unit purchase cost is \$10,000 or less shall be approved by the City Manager. The City Council shall approve sales for personal property where original unit cost exceeds \$10,000.

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2.2.200 - Leases of City owned real property.

The City Council may offer to lease city-owned real property if:

- A. The sale of the real property is not in the best interest of the City but the real property is not currently being used by the City.
- B. The real property has been newly acquired but not immediately put to use by the City, and may reasonably be leased on a month-to-month or short-term basis.

A lessee's interest under any lease executed under this Section shall constitute a usufruct only. Where City-owned real estate is to be leased for nonpublic use, the City Manager shall cause public notice of the availability of the real property to be published, soliciting inquiries and offers. The City Manager shall include as part of the solicitation the requirement that improvements to the real estate be insured for the City's benefit at the Lessee's expense. The solicitation shall also describe any restrictions to be placed on the use of the real property. The City Manager shall report to the City Council all offers to lease the real estate and shall make recommendations as to which offer is in the City's best interest. The City Council shall approve the offer that it deems to be in the best interest of the City. Such approval shall constitute authority for the City Manager to execute a lease and any instruments on behalf of the City necessary to accept and effectuate the offer.

2.2.210 – Bonding requirements.

A. Bid Bonds.

When the City requires bonding, any bid submitted shall be given a good and faithful surety or sureties approved by the City. Such bid bond shall secure the faithful acceptance by the bidder or proposer of a bid or proposal award and shall be issued for the protection of the City. The bid bond shall be in an amount as specified in the bid or proposal. Bonds shall be of a forfeiture type. All sureties should be licensed to do business in the State of Georgia, must have the ratings established by the Budget Officer and be listed in the Finance Division's publication of companies holding certificates of authority as acceptable reinsuring companies. In lieu of the bid bond described above, a bidder or proposer may submit with the bid or proposal a cashier's check payable to the City of Villa Rica in an amount as specified in the bid or proposal. To the extent permitted by Georgia law, a guaranteed letter of credit in the proper amount will act as a bid bond, provided that the form of such letter of credit and the lending institution have been approved by the City in advance. Release of bonds to the successful bidder shall be conditioned upon the bidder's execution of a contract within 30 days following the City's award.

B. Performance and Payment Bond.

1. Any required performance bond shall be issued with good and sufficient surety or sureties approved by the City, in favor of the City and in at least the amount of the total purchase price or as specified in the solicitation and payable under the bid or proposal. Such performance bond shall be conditioned upon the bidder's faithful performance of the terms of the bid or proposal and the contract executed in connection therewith. All sureties should be licensed to do business in the State of Georgia, must have the ratings established by the Finance Division and be listed in the Finance Division's publication of companies holding certificates of authority as acceptable surety on federal bonds and as acceptable reinsuring companies.
2. Any required payment bond shall be issued with good and sufficient surety or sureties approved by the City, in favor of the City and in at least the amount of the total purchase price or as specified in the solicitation and payable under the bid or proposal. Such payment bond shall be for the benefit of all persons supplying labor, materials, machinery and equipment in the prosecution of the work to be done under the bid or proposal. All sureties should be licensed to do business in the State of Georgia, must have the ratings established by the Finance Division and be listed in the Finance Division's publication of companies holding certificates of authority as acceptable surety on federal bonds and as acceptable reinsuring companies.

B. Insurance Requirements.

The Budget Officer shall determine what types and amounts of insurance coverage are reasonably necessary for the protection of the City's interests for all acquisitions covered by this Purchasing Ordinance. All sureties must be licensed to do business in the State of Georgia and have the ratings established by the Finance Division. The Budget Officer shall have the authority to waive any requirements regarding insurance.

C. Employment of Unauthorized Aliens Prohibited.

It is the policy of the City of Villa Rica that unauthorized aliens shall not be employed to perform work on City contracts involving the physical performance of services. Therefore, the City shall not enter into a contract for the physical performance of services within the State of Georgia unless the contractor shall provide evidence on the City-provided forms that it and its subcontractors have registered for and are participating in the federal work authorization program as defined by O.C.G.A. § 13-10-91 et seq. to verify information of all newly hired employees. The Purchasing Agent with the assistance of the City Manager shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with O.C.G.A. § 13-10-91 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services where any persons are employed on the City contract.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Budget Officer shall report same to the Department of Homeland Security.

A contractor's failure to participate in the federal work authorization program as defined by O.C.G.A. § 13-10-90 et seq. shall be sanctioned by termination of the contract and any other active contracts between the contractor and the City. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90 et seq., the City of Villa Rica shall direct the contractor to terminate that subcontractor. A contractor's failure to follow the City of Villa Rica's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90 et seq. shall be sanctioned by termination of the contract and any other active contract between the contractor and the City.

Any Contractor found to be in non-compliance as defined by O.C.G.A. § 13-10-90 et seq. shall be placed on the City's Ineligible Vendor List for a period of twelve (12) months following the termination date of the contract.

The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

2.2.220 - Responsibility of bidders.

- A. Determination of Non-responsibility. If a bidder or offeror who otherwise would have been awarded a contract is found to be non-responsible, a written determination of non-responsibility shall be prepared by the Purchasing Agent. A copy of the determination shall be made part of the contract and vendor performance files.
- B. Vendor Performance Rating. The Purchasing Agent is authorized to establish a vendor performance rating system for use in eliminating those vendors who fail to perform or perform unsatisfactorily. Rating system may be used for evaluation and award of bids and contracts.
- C. Penalties for Non-performance. The Purchasing Agent shall establish penalties for nonperformance for delivery failures or default in contract.
- D. Ineligible Source List.
 - 1. Establishment of List. The following persons or entities shall be placed on an Ineligible Source List pursuant to the provisions of this section for a reasonable period not to exceed three years, based upon the recommendation of the Budget Officer and the approval of the City Manager:
 - a. Any person or entity that submits a bid or proposal in bad faith; or
 - b. Any person or entity that willfully or repeatedly breaches a contract with the City; or
 - c. Any person or entity that repeatedly refuses to accept a bid or proposal award; or
 - d. Any person or entity that has established a pattern or practice of unethical or immoral business practices; or
 - e. Any person that has been convicted of a crime involving moral turpitude; or

- f. Any person or entity that is owned, controlled or managed, in whole or in part, by any other person described in (a) through (e) above.

2.2.221 - Collusive or anti-competitive practices.

Each bidder shall certify in writing that such bidder has not engaged in any collusive or anti-competitive practices in responding to a solicitation for bids or proposals.

2.2.222 - Approval of contracts.

- A. General Provisions. All contracts shall be reviewed and approved as to form by the City Attorney prior to execution on behalf of the City. A contract shall conform to state and federal law and to City ordinances and shall otherwise contain such provisions as are reasonably necessary to protect the interest of the City.
- B. City Manager Authority. The City Manager shall have the authority to sign contracts up to ~~\$10,000-\$35,000~~ without City Council approval. The City Manager may sign contracts between \$35,000 and \$50,000 with the approval of a Finance Committee Council Member.

2.2.223 - Change orders and contract modifications.

- A. General Provisions. Except as hereinafter provided, any change order or other modification of a contract term shall be approved by the City Council.
- B. City Manager Authority. The City Manager shall have authority to approve all change orders to purchase orders and contracts up to an absolute value of 20% of the original contract, provided the total change order amount is ~~\$10,000-\$35,000~~ or less. The City Manager, with the approval of a Finance Committee Council Member, shall have authority to approve all change orders to purchase orders and contracts up to an absolute value of 20% of the original contract, when total change order amount is between \$35,000 - \$50,000.

2.2.224 - Emergency circumstances for change orders.

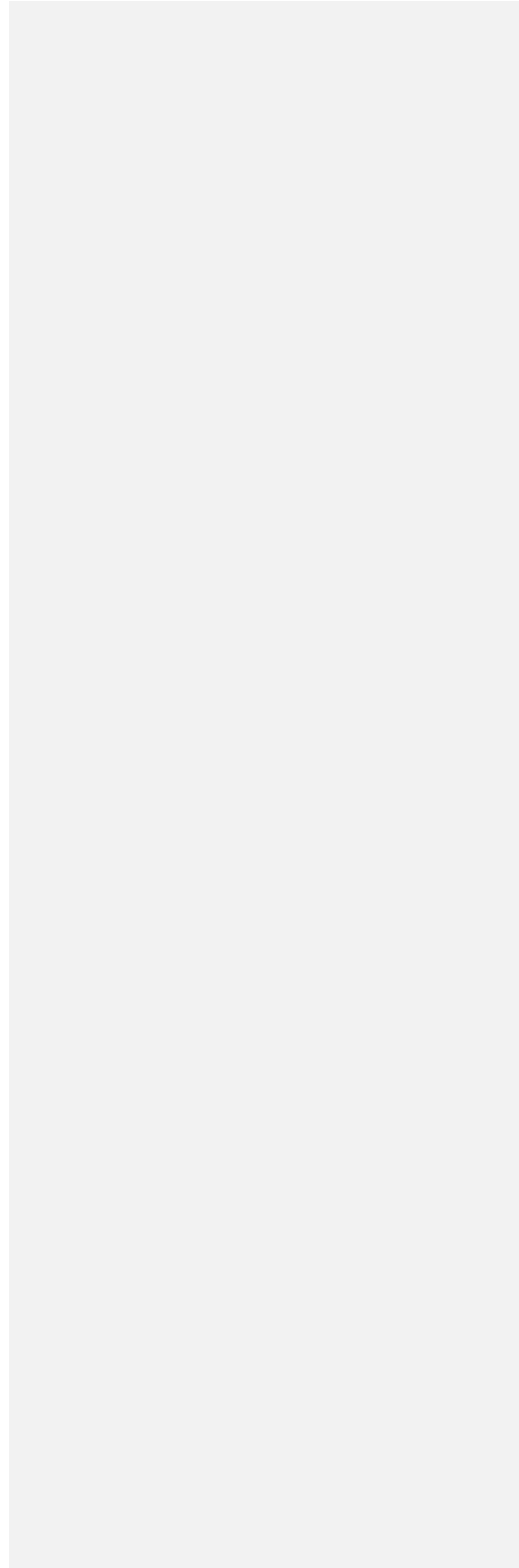
Where time is of the essence or emergency circumstances exist that will not permit delay of a project, the user Department Director shall notify the City Manager before proceeding to authorize work. Subsequent City Council ratification and approval must be obtained at the following public meeting. If work has not been satisfactorily completed by the scheduled meeting, then the City Council must be informed and ratification scheduled at the earliest possible time.

2.2.225 - Specifications.

All specifications shall be prepared so as to promote overall economy for the purposes intended and encourage competition in satisfying the City's needs and shall not be overly restrictive. This policy applies to all specifications including but not limited to those prepared for the City by architects, engineers, designers and draftsmen.

2.2.226 - Types and use of specifications.

The Purchasing Agent is authorized to establish procedures for the applicability and appropriate use of "qualified products lists", "brand name or equal" specifications and "brand name"



specifications.

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2.2.227 - Renewals and extensions.

- A. General provisions. Some contracts contain renewal clauses describing the conditions under which it may be renewed. The user department(s) must certify in writing to the Purchasing Agent that the contractor(s) has performed satisfactorily and met all of the requirements set forth in the original award. In rare instances, contracts may require an extension for such a period as may be necessary to afford the City a continuous supply of items or services in the event of the termination or near termination of the award/contract. The user department(s) must justify extensions in writing to the Purchasing Agent. The Purchasing Agent, if in agreement, may seek approval as outlined in Section 2.2.227 (B) below.
- B. Approval Authority. The City Council shall approve all renewals or term contract extensions:
 - 1. Where cost is greater than ~~\$10,000~~ \$50,000.
 - 2. When the original contract was approved by the City Council.
- C. The City Manager shall otherwise approve all other renewals and extensions.

2.2.228 - Termination of contracts.

Upon recommendation by the user department(s), the City Manager shall have the authority to cancel a contract for any reason to include but not limited to cause, convenience, and lack of appropriation of funds; and shall process the cancellation pursuant to the contract terms and conditions.

2.2.330 - Electronic transmissions of information.

Electronic commerce shall include but not limited to on-line vendor registration, acceptance of bids and proposals by electronic mail, electronic or virtual purchasing malls and catalogs, internet auctions and reverse auctions, notifications of solicitations and download capability and acceptance of electronic (digital) signatures.

Notwithstanding any other provisions, this chapter applies to records generated, stored, processed, communicated, or used for any purpose by the City of Villa Rica for purchasing, acquisition, services, or disposition of personal property. This shall apply to all the City of Villa Rica contracts except for Public Works contracts.

The Budget Officer or his/her designee is authorized to promulgate procedures to coordinate, create, implement, and facilitate the use of common approaches and technical infrastructure, as appropriate, to enhance the utilization of electronic commerce, electronic records, electronic signatures, and electronic security procedures by and for the City of Villa Rica for these purposes.

The Purchasing Agent shall be authorized to develop, implement, and facilitate procedures for the use of electronic records, electronic signatures, and security procedures for all other purposes. The Purchasing Agent is authorized to promulgate methods, means, and standards for

secure electronic procurement transactions.

2.2.331 - Electronic signatures and records.

An electronic record satisfies any rule requiring a document to be in writing. An electronic signature satisfies any rule of law requiring a signature. Any electronic record is signed as a matter of law if it contains a secure electronic signature.

An electronic signature is deemed to be secure if it is created by application of a security procedure that is commercially reasonable and provided the electronic signature can be verified. Further, it is considered secure if it can be linked to the electronic record to which it relates in a manner such that, if the record is changed, the electronic signature is invalidated.

An electronic record is deemed to be secure if it is created by application of a security procedure that is commercially reasonable and agreed to by the City of Villa Rica. The electronic record will be deemed secure when it can be verified not to have been altered since a specified point in time.

SECTION 2. Repeal. That the existing Title 2, Chapter 2 be repealed from the Code of Ordinances, City of Villa Rica, Georgia.

SECTION 3. Intention of the Governing Body. It is the intention of the governing body, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Villa Rica, Georgia, and the sections of the ordinance may be renumbered to accomplish such intention.

SECTION 4. Approval of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Ordinance.

SECTION 5. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 6. Codification and Severability.

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

(b) It is hereby declared to be the intention of the City 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 City 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 section, paragraph, sentence, clause or phrase 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

City 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 sections, paragraphs, sentences, clauses, or phrases of the ordinance and that to the greatest extent allowed by law all remaining Sections, paragraphs, sentences, clauses, or phrases of the ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

SECTION 7. Repeal of Conflicting Provision. Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 8. Effective Date.

(a) Every ordinance adopted by the City Council shall be presented by the City Clerk to the Mayor within three days after its adoption.

(b) The Mayor shall within ten days of the adoption of an ordinance return it to the City Clerk with or without his approval, or with his disapproval. If the ordinance has been approved by the Mayor, it shall become law upon its return to the City Clerk; if the ordinance is neither approved nor disapproved, it shall become law on the eleventh day after its adoption; if the ordinance is disapproved, the Mayor shall submit to the City Council through the City clerk a written statement of the reasons or the veto. The City Clerk shall record upon the ordinance the date of its delivery to and receipt from the Mayor.

(c) Ordinances vetoed by the Mayor shall be presented by the City Clerk to the City Council at its next meeting and should the City Council then or at its next general meeting adopt the ordinance by an affirmative vote of the entire Council, it shall become law.

(d) The Mayor may disapprove or reduce any item or items of appropriation in any ordinance. The approved part or parts of any ordinance making appropriations shall become law, and the part or parts disapproved shall not become law unless subsequently passed by the City Council over the Mayor's veto as provided in this section. The reduced part or parts shall be presented to the City Council as though disapproved and shall not become law unless overridden by the Council as provided in subsection (c) of this section.

SO ORDAINED this ____ day of _____, 2025.

~~J ALLEN COLLINS~~; Leslie McPherson,
Mayor

ATTEST:

~~ALISA DOYAL~~ Theresa Campbell, City

Clerk APPROVED AS TO FORM:

~~Kevin Drummund~~ DAVID MECKLIN, City Attorney



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: July 3rd Fireworks Display Contractor Recommendation
AGENDA DATE: March 11, 2025

DATE PREPARED: February 24, 2025
PREPARED BY: Tracie Ivey, Recreation Director

AMOUNT: \$40,000
GL ACCOUNT #: 100-6130-523880
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: The Parks & Recreation Department is requesting the approval of a vendor to provide the Fireworks Display for Thursday, July 3, 2025.

BACKGROUND: The department solicited competitive bids for the provision of the Fireworks Pyro musical display for the annual Fireworks Display Extravaganza. There was one successful response to the RFP.

STAFF RECOMMENDATION: Approval of Pyro Shows East Coast

IMPACT: Provides the excitement and fun atmosphere for local residents and guests who wish to celebrate Independence Day in the City of Villa Rica.

MOTION: I move to approve Pyro Shows East Coast to provide the Fireworks Display for the City of Villa Rica's 19th Annual July 3rd Fireworks Display Extravaganza in the amount of \$40,000.

MANDATORY BID SUBMITTAL FORM
BID NUMBER: RFP 25-001PR
City of Villa Rica July 3, 2025 Fireworks

Name of Company submitting proposal: PYRO SHOWS EAST COAST, INC

Address of Company: P.O.BOX 1776 LAFOLLETTE, TN 37766


Physical Company Address: 115 N 1ST STREET, LAFOLLETTE, TN 37766

Contact Person: RICK LAMBRIGHT

E-mail Address: r.lambright@pyroshows.com

Phone Number: 800-662-1331

Cell Phone #: 770-560-6887

Signature:  *President*
Jesse Salvesson Date: 2/14/2025

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

Description:

- I. **INTENT:** It is the intent of the CITY to procure the services of a qualified CONTRACTOR(s) to shoot the fireworks display. The show is to be computer designed, musically choreographed and digitally fired, including expanded requirements for electrical firing systems and equipment. The standard for this provision is the "Fire One® system" or equivalent electronic firing system.
- II. **PERFORMANCE STANDARDS: CONTRACTOR must:**
 - a) Observe and comply with all of the current N.F.P.A. Code 1123 and the Georgia Building Code as adopted by Carroll County and any changes to the codes enacted during the term of the contract. To include all updated regulations regarding displays.
 - b) Fire show by computer firing only. In the event of an electrical malfunction, vendor is to describe alternate firing methods that would be used to complete the show.
 - c) Provide, deliver and secure fireworks to the designated point of fire area.
 - d) All firework shells and boxes shall be readily marked for identification, including size and what shells contain multiple projections so that inventory can be confirmed prior to set up. Boxes must be inventoried prior to set up.
- III. **TECHICIANS/PERSONNEL:** A minimum of two (2) licensed pyro-technicians plus an applicable number of handlers to help set-up are required. The two (2) pyro-technicians each must have a minimum experience of ten (10) major electronically fired shows and a minimum of five (5) years certified experience in the handling, transporting and discharge of fireworks.
- IV. **TIME OF DISPLAY:** Display shall begin promptly at a time mutually agreed upon by the City and the Contractor. Typically, this time is 9:20pm. E.S.T.
- V. **CONTRACTOR RESPONSIBILITIES:** Contractor shall, at a minimum, ensure the following:

REFERENCES

Reference No. 1 of 3

Company Name: CITY OF SANDY SPRINGS, GEORGIA

Street Address: 1 GAMLAMBOS WAY

City/State/ZIP code: SANDY SPRINGS, GEORGIA, 30328

Primary Contact: ANNA NIKOLAS

E-mail Address: anikolas@sandysprings.gov

Phone Number: (770) 206-1455

Cell Phone Number: (770) 262-5989

Reference No. 2 of 3

Company Name: CITY OF NORCROSS

Street Address: 345 LIVELY AVENUE

City/State/ZIP code: NORCROSS, GEORGIA 30071

Primary Contact: JORDAN DOUGLAS

E-mail Address: Jordan.douglas@norcrossga.net

Phone Number: (770) 274-0152

Cell Phone Number: (470) 328-4431

Reference No. 3 of 3

Company Name: CITY OF ALPHARETTA

Street Address: 2 PARK PLAZA

City/State/ZIP code: ALPHARETTA, GEORGIA 30009

Primary Contact: HILARY LEW

E-mail Address: hlew@alpharetta.ga.us

Phone Number: (678) 297-6382

Cell Phone Number: (678) 371-1916



February 14, 2025

Villa Rica Recreation Department
Attn: Tara Ivey Administrative Manager
646 Industrial Blvd
Villa Rica, GA 30180

REF: RFP 25-001PR

Dear Tara,

Please find **attached Pyro Shows East Coast, Inc's** formal bid submission response to the City of Villa Rica, Georgia **RFP 25-001PR request.**

Upon your review should you find you have any additional questions, please feel free to contact me at your earliest opportunity.

Thank You!


Rick Lambright | Show Director
PYRO SHOWS EAST COAST, INC.

4652 Catawba River Road | Catawba, SC 29704
m 770.560.6887 | t 800.238.5114 | f 423.562.9171

Pyro shows East Coast, Inc
P O Box 1776 Lafollette, TN 37766
(P) 800 -238-5114 - (F) 423- 562-9171 – www.pyroshows.com



Custom Fireworks **Proposal**

Presented to,

City of Villa Rica

Independence Day

July 3, 2025— **RPF 25-001PR**

Submitted by,

Rick Lambright
Show Director

pyroshows.com



Your Event

City of Villa Rica Independence Day

July 3, 2025

9:35 PM Eastern Time

As a professional firework display company, Pyro Shows' key objectives are to provide a **SAFE** and **EPIC** show! Several factors must align to achieve a successful production at a cost-effective price point for you.

Pyro Shows uses a combination of proprietary methods along with the latest technology.



Safety

Anytime explosives are handled, safety should be at the absolute top of the priority list. Pyro Shows' company culture begins with safety and exceeds beyond regulatory requirements.



Innovative Technology

Our firing method for professional displays is a combination of firing equipment developed by Pyro Shows in conjunction with the latest firing systems technology.



Production Value

We begin with your vision and bring it to life by designing a custom, turn-key production. Our products are carefully selected from reputable suppliers, then tested internally to monitor safety and evaluate performance.



Insurance & Compliance



Included

All pyrotechnic permit applications, supporting documents, and processing fees required by:

City	FAA NOTAM
County	USCG
State	State Resource & Mgt Agencies

Insurance Coverage

General Liability \$10,000,000

Auto Liability \$10,000,000

Workers Comp \$ 1,000,000

Workers Comp includes U.S. Longshoreman and Harbormaster coverage.

Insurance Agencies:

Britton-Gallagher- Acrisure Partner

E.E. Hill Insurance

Compliance

BATFE—Bureau Alcohol, Tobacco, Firearms & Explosives

FAA—Federal Aviation Administration

U.S. Coast Guard

NFPA 1123 & 1124

Seriously Safe



Pyro Shows Safety Protocols

Although fireworks are fun and festive, Pyro Shows is very serious about safety. Our company culture revolves around "best safety practices" and routine safety training. Safety is not just our job, it's our number one priority!

Check the Facts

We get it. Business is business, but before anyone hires a fireworks company, we encourage fact-checking all firework companies who are contenders! Although it often comes down to dollars and *cents*, choosing the right company should always make *sense*. We recommend considering specific criteria including company experience, reputation, regulatory compliance, customer service, and insurance coverage (general liability, auto, workers compensation). Also, verify the company has a USDOT number and Hazmat Safety Permit, specifically for 1.3g explosives.

CONTINUOUSLY MONITORED



SAFETY TRAINING

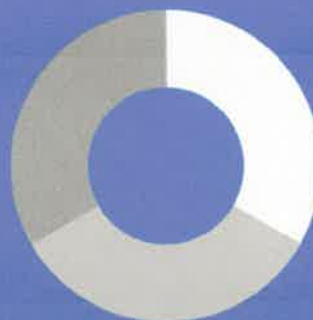


LICENSED PYROTECHS



SAFETY COMPLIANCE

PYROTECH SAFETY CREDENTIALS



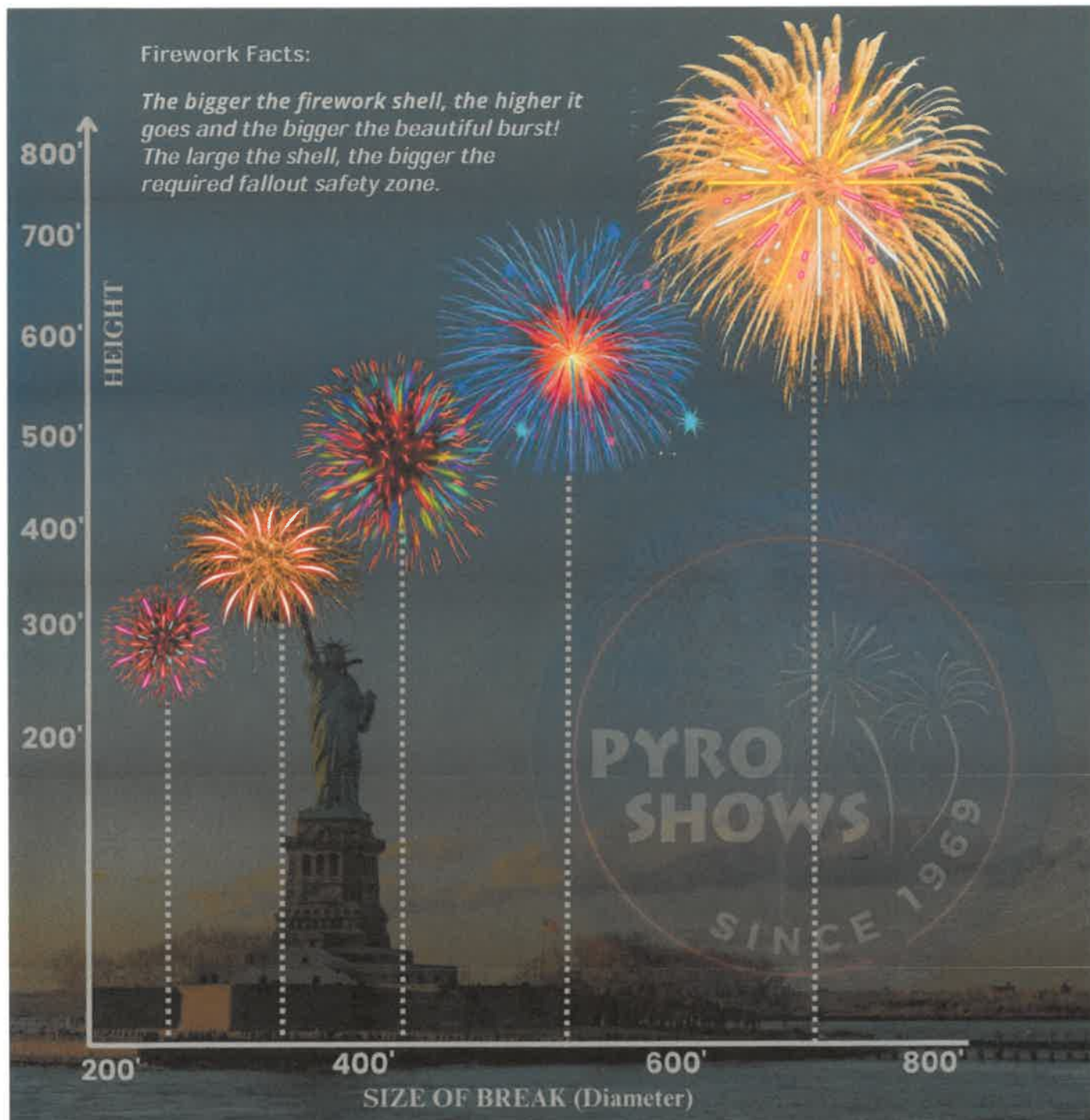
- STATE LICENSED
- CURRENT CE HOURS
- ATF CLEARANCE



Aerial Shells 101



When you think firework “shell”, think of a rounded firecracker that comes in 5 sizes. Check our graphic below. If a 3-inch shell goes 300 feet high and has a 300 foot diameter burst, an 8-inch shell climbs 800 feet with a burst 800 feet in diameter! We’ve checked your venue with satellite imaging and have determined the largest fireworks that may be



Show Design



Your custom show has been designed using 4 classifications of visual effects.

MEGA effects are classic designs including chrysanthemum, dahlia, and stained glass.

ULTRA effects are more intricate multiple effects and are comprised of prestige imported shells.

PREMIER effects are the brightest, most vivid colors available and often break with size, pattern, and density of shells twice their size.

EPIC effects are multiple effects of two or more shells stacked.



Shell Summary



A shell summary is an itemization of the number of aerial shells in each specific size that make up the show design. The shells are categorized into two presentations: the Main Body and the Grand Finale.

The City of Villa Rica , Georgia					
Show Date: July 3 2025					
Opening					
Size	Mega Qty	Ultra Qty	Premier QTY	Epic Qty	Sub Total
3" Shell	15	15	15	15	60
4" Shell					
5" Shell	1	2	2	2	7
6" Shell				3	3
1.25" Cake	2 - 49 Shot Color Tail to Silver Glitter Willow				98
1.25" Cake	2 - 100 Shot Mixed Color Chrys				200
2.50" Cake	2 - 36 Shot Brocade Crown				72
Main Body					
	Mega Qty	Ultra Qty	Premier QTY	Epic Qty	
3" Shell	45	45	45	45	180
4" Shell	45	45	45	45	180
5" Shell	26	28	28	30	112
6" Shell	23	23	23	27	96
1.25" Cake	3 - 90 Shot multi color tails w/crackling				270
1.25" Cake	2 - 100 Shot red to blue to white strobe				200
1.25" Cake	2 - 100 Shot Peacock with Thunder				200

Shell Summary



A shell summary is an itemization of the number of aerial shells in each specific size that make up the show design. The shells are categorized into two presentations: the Main Body and the Grand Finale.

The City of Villa Rica , Georgia					
Show Date: July 3, 2025					
False Finale					
Size	Mega Qty	Ultra Qty	Premier QTY	Epic Qty	Sub Total
3" Shell	30	30	30	30	120
4" Shell					
5" Shell	1	2	2	2	7
6" Shell				3	3
1.25" Cake	1- 49 Shot Color Tail to Silver Glitter Willow				49
1.25" Cake	2 - 100 Shot Mixed Color Chrys				200
2.50" Cake	2 - 36 Shot Brocade Crown				72
Grand Finale					
	Mega Qty	Ultra Qty	Premier QTY	Epic Qty	
3" Shell	75	75	75	75	300
4" Shell	0	0	0	0	0
5" Shell	5	5	5	6	21
6" Shell	3	3	3	3	12
1.25" Cake	2 - 100 Shot silver tail to salute				200
2." Cake	3 - 25 Shot Multi Color Peony to Boombettes				75
2.25" Cake	4 - 36 Shot Final Color				144

“Cake” Fire-



When we add elements of cake fireworks into the design of a show, this simply means that your audience has a vantage point where they can see effects that begin at ground-level, in addition to fireworks that go hundreds of feet into the sky before they are seen.

Our inventory of cakes consists of a variety of effects, and we are including a sample below to give you a visual idea of color and appearance.

 <p>Brocade Crown</p>	 <p>Eruption Candles</p>	 <p>Peacock w/ Thunder</p>	 <p>Color Tail to Silver Glitter Willow</p>	 <p>Mixed Color Chrys</p>
<p>Bright sparkling comets leaving bright gold tails.</p>	<p>Multiple shots fired from one device displaying a beautiful fan effect.</p>	<p>Fast-paced and very loud attention grabbing results.</p>	<p>Colored comets that break into glittery willow tree effects.</p>	<p>Spherical break of multicolored stars that leave a visible trail.</p>
 <p>Multicolor Umbrella</p>	 <p>Splendid Silver Tail</p>	 <p>Peachblow w/ Lemon Tail</p>	 <p>Assorted Salute</p>	 <p>Red, White, Blue Peony</p>
<p>Bright tri-color bursts and effects are bold and lingering.</p>	<p>Comets of bold hues of red, blue and silver.</p>	<p>Yellow and pink comets that sweep lively back and forth.</p>	<p>Salutes are the noise in the grand finale. Very loud and enhance excitement.</p>	<p>Spherical break of yellow, pink, and orange stars.</p>

Show Summary



The Show Summary is the total number of main body aerial fireworks, cake effects, and grand finale fireworks that make up the total spectacular show design!

The City of Villa Rica	
Show Date: July 3, 2025	
Show Time: 9:35 PM ET	
Show Duration: 20 Minutes	
Show Cost: \$40,000	
Description	
Description	Shots
Opening Display	70
Main Body Display	568
Cake Display	1708
False & Grand Finale Display	463
Total Shots	2809

Workflow Process

The professional fireworks industry is a very unique industry. For every show we do, whether it's a small birthday party to an extravaganza on the 4th of July, *each show* goes through a workflow of multiple layers.

Here is a *brief* summary of the attention Pyro Shows will give YOUR show!



PYROfessionals



Superior Customer Service



Satisfaction Guaranteed



Permit Processing



Expertise



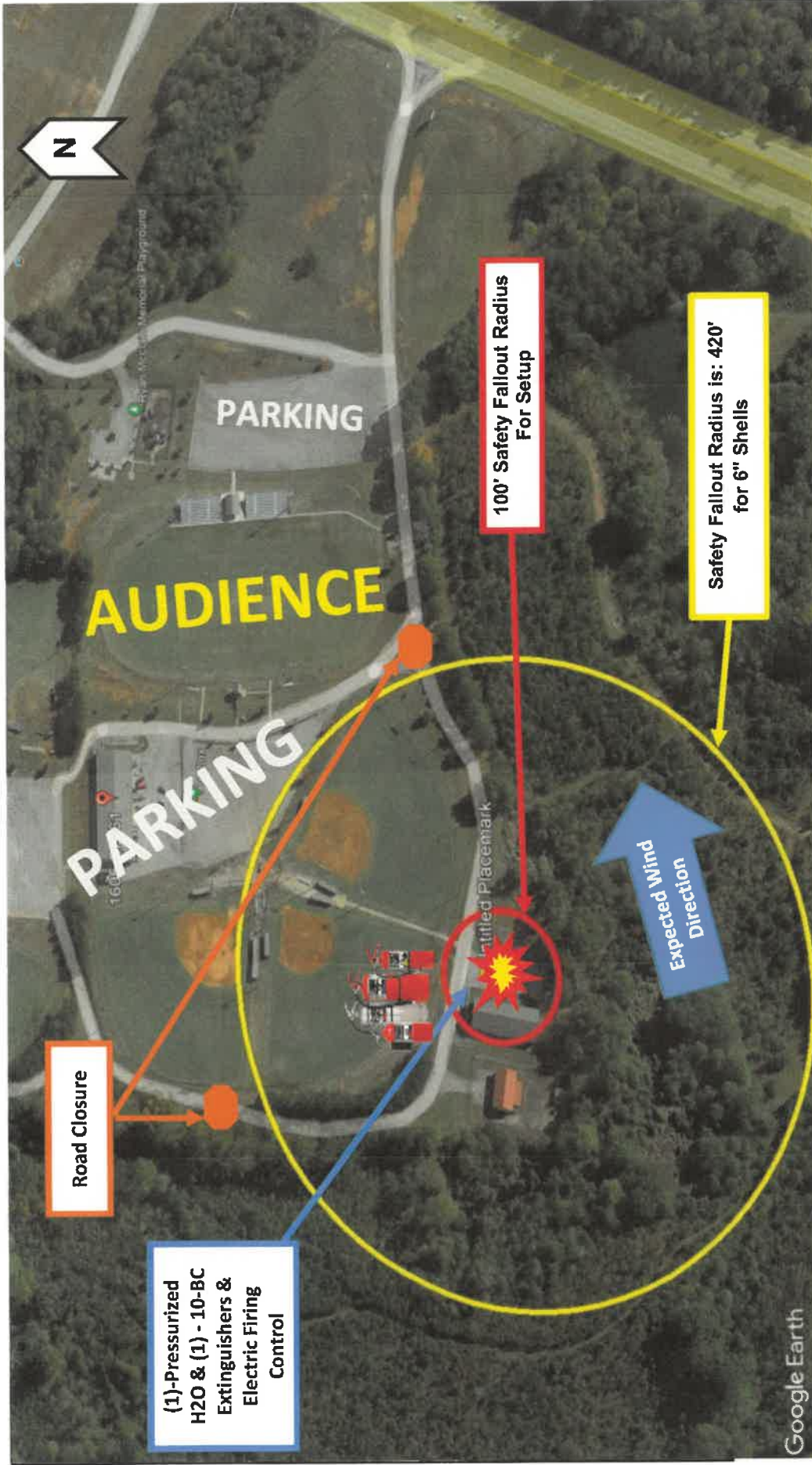
\$10M Insurance Coverage



Experience

At Pyro Shows, we believe that the mark of a good fireworks company is not the absence of an occasional “dud”, but what **WE DO FOR YOU** if there is a “dud”.

SINCE 1979



Customer: Villa Rica City of
 Show Date: Thursday, July 3, 2025
 Show Address: 1605 Highway 61 Villa Rica, GA 30180
 Show Site Lat / Long: 33°41'14.77" - 84°56'55.68"
 Show Time: 9:35 PM
 Rain Date: TBA

Show Name: Villa Rica City of 7.3.2025
 Maximum Device Size: 6
 Safety Fallout Radius: 420'
 Storage Required: No
 Diagram Created: 02/14/25
 Diagram Created By: Rick Lambright

Member in Good Standing



Pyro Shows is an active *Member in Good Standing* of the *American Pyrotechnic Association (APA)*. This signifies that we comply with the association rules, by-laws, and code of ethics in the industry of pyrotechnics.

The APA has led the fireworks industry, promoting safety in the design and use of all types of legal fireworks. Its members are committed to safety and regulatory compliance.



THIS IS TO CERTIFY THAT

Pyro Shows, Inc.

IS A MEMBER IN GOOD STANDING

FOR THE YEAR 2024

As such, this firm is committed to the American Pyrotechnics Association's mission to preserve, protect, and promote the American tradition of fireworks by encouraging safety in design & use of all types of fireworks and advocating reasonable regulation of the industry



Michael Cartolano – APA President



Julie L. Heckman – APA Executive Director

Preserving and Promoting an American Tradition

USDOT Number: 3709087 Date Received: 10/10/2024

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. This requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration, Registration Division.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980

FORM MCS-90

Issued to Pyro Shows East Coast, Inc. of South Carolina (Motor Carrier name) (Motor Carrier state or province)

Dated at 12:00 noon on this 1st day of October, 2024

Amending Policy Number: GCD0010001-241 Effective Date: 10/01/2024

Name of Insurance Company: Everest Denali Insurance Company

Countersigned by: David S. Nikolai (authorized company representative) Digitally signed by David S. Nikolai Date: 2024.07.15 12:16:21 -0400

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident.
This insurance is excess and the company shall not be liable for amounts in excess of \$ for each accident in excess of the underlying limit of \$ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is:

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 33901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at https://portal.fmcsa.dot.gov/UrsRegistrationWizard/.

(continued on next page)



U.S. Department
of Transportation
Federal Motor Carrier
Safety Administration

**ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**

Form Approved:
OMB No.: 2126-0008

Issued to Pyro Shows East Coast Inc. of Lafollette, TN
 Dated at Cleveland, OH this 27th day of September, 2024
 Amending Policy No. P-001-000698866-04 Effective Date 10/1/2024
 Name of Insurance Company Axis Surplus Ins. Co.
 Countersigned by *Randi T. Davis*
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "[X]," for the limits shown:

- This insurance is primary and the company shall not be liable for amounts in excess of \$ _____ for each accident.
- This insurance is excess and the company shall not be liable for amounts in excess of \$ 4,000,000 for each accident in excess of the underlying limit of \$ 1,000,000 for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 215-658-7879.

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of those.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the

limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

Form MCS-80 (4/2000)

SCHEDULE OF LIMITS—PUBLIC LIABILITY

Type of carriage	Commodity transported	Jan. 1, 1985
(1) For-hire (In interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous).....	\$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403	\$5,000,000
(3) For-hire and Private (In interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

Federal Explosives License/Permit (18 U.S.C. Chapter 40)

2027-01-01 2027-01-01 2027-01-01

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF ATF - Chief, FELC
Correspondence To 244 Needy Road
 Martinsburg, WV 25405-9431

License/Permit
Number **1-SC-091-51-7L-00270**

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date **November 01, 2027**

Mama Howard

Name
PYRO SHOWS EAST COAST INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
**4652 CATAWBA RIVER ROAD
CATAWBA, SC 29704-**

Type of License or Permit
51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

**PYRO SHOWS EAST COAST INC
PO BOX 1776
LA FOLLETTE, TN 37766-**

Licensee/Permittee Responsible Person Signature
Jesse Salvesson
Printed Name

Position/Title
President
Date
10-29-2024

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Previous Edition is Obsolete PYRO SHOWS EAST COAST INC 4652 CATAWBA RIVER ROAD 29704 1-SC-091-51-7L-00270 November 01, 2027 51-IMPORTER OF EXPLOSIVES

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name:	PYRO SHOWS EAST COAST INC
Business Name:	
License/Permit Number:	1-SC-091-51-7L-00270
License/Permit Type:	51-IMPORTER OF EXPLOSIVES
Expiration:	November 01, 2027
Please Note: Not Valid for the Sale or Other Disposition of Explosives.	

Next Steps



We hope you've enjoyed reviewing our ideas for your show and taking a peek into our process that makes it all happen!

Now that you have the show summary and pricing, let's move on to the next steps.



Ask questions and discuss any desired changes

If you're new to this process, it's typical to have questions so ask away! Remember that customization is key! We will make the changes necessary to bring the vision of your event to life. If you have no questions, then please proceed to the next step.



Accept the proposal as presented

Contact us via phone and/or email to let us know you're happy with our proposal and are ready to move forward with booking your show!



Finalize and sign the contract

We will send you a show contract. A signed contract finalizes the specific details of your show and reserves your show date. A signed contract is the document required by our insurance carrier to ensure that you, our customer, and your audience are covered under our General Liability policy.



Submit an initial deposit payment

The payment terms are agreed upon in advance and referenced in the show contract.



Thank you!



We appreciate your interest in fireworks for your event and for considering Pyro Shows East Coast as your fireworks vendor.

Please feel free to reach out to us with any comments or questions. We hope to have the chance to work for you and make your event an **EPIC** one!

Contact Us



r.lambright@pyroshows.com, Jennifer@pyroshows.com



770-560-6887, 423.352.0019, 800.238.5114



www.pyroshows.com



4652 Catawba River Road, Catawba, SC 29704

USDOT Number: 3709087 Date Received: 10/10/2024

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. his requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration, Registration Division.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980

FORM MCS-90

Issued to Pyro Shows East Coast, Inc. of South Carolina (Motor Carrier name) (Motor Carrier state or province)

Dated at 12:00 noon on this 1st day of October, 2024

Amending Policy Number: GCD0010001-241 Effective Date: 10/01/2024

Name of Insurance Company: Everest Denali Insurance Company

Countersigned by: David S. Nikolai (authorized company representative) Digitally signed by David S. Nikolai Date: 2024.07.15 12:19:21 -0400

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident.
This insurance is excess and the company shall not be liable for amounts in excess of \$ for each accident in excess of the underlying limit of \$ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is:

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at https://portal.fmcsa.dot.gov/UrsRegistrationWizard/.

(continued on next page)



REQUEST FOR PROPOSAL – CITY OF VILLA RICA JULY 3, 2025 FIREWORKS

PROPOSAL NUMBER: RFP 25-001PR | ISSUE DATE: JANUARY 28, 2025

The City of Villa Rica Parks & Recreation Department seeks sealed bids for its Thursday, July 3, 2025 Fireworks Display. Proposals must be received no later than **12:00 pm on Friday, February 14, 2025**

No late proposals will be accepted.

Send proposals to:
City of Villa Rica
Attn: Purchasing Department
Reference Proposal No. RFP 25-001PR
571 W. Bankhead Hwy.
Villa Rica, GA 30180

In determining the responsive and responsible bidder, in addition to price, the following may be taken into consideration:

- a) The ability, capacity and skill of the bidder to perform the contract.
- b) The character, integrity, reputation, judgment, experience and efficiency of the contractor.
- c) The quality of performance on previous contracts of similar size and budget.

For any questions, please email:
Tara Ivey, Deputy Director
Email: tivey@villarica.gov
No Phone Calls Please

SPECIAL INSTRUCTIONS

Parties interested in acquiring this contract with the City of Villa Rica's Parks & Recreation Department shall submit one copy of the proposal package to meet the requirements below:

1. All bids must be labeled "**City of Villa Rica July 3, 2025 Fireworks**".
2. Bidders must be properly licensed and secure necessary permits wherever applicable.
3. Complete Mandatory Bid Submittal Form
4. Complete City of Villa Rica vendor information packet, if not currently a vendor. Responsive documents are available online [City of Villa Rica Contractor Vendor Packet](#)
5. Anticipated award date is Tuesday, March 11, 2025
6. **DEADLINE FOR QUESTIONS:** Questions pertaining to this bid may be directed to Tara Ivey via email only at tivey@villarica.gov no later than **3:00 p.m. Wednesday, February 5, 2025**. When submitting questions include the following information in the email subject line: RFP-25-001-PR Bid Question. All Questions and Answers submitted will be posted to the website not later than **Friday, February 7, 2025**
7. **Preservation of Rights:** The owner reserves the right to reject any and/or all bids and waive all minor technicalities, informalities and irregularities. The owner reserves the right to accept the bid, which in the judgment of the Owner, is in their best interest.
8. The City of Villa Rica is the sole determiner of a qualified bidder and may request other information sufficient to determine bidder's ability to meet these minimum standards listed above. Request for information contained in this section may also occur at any time during the effective period of this Contract, or any extension/renewal thereof.
9. List of 3 references including Company name, contact person, address, phone number and e-mail.
10. **Termination of Contract:** The City of Villa Rica may, at any time they deem necessary, terminate this agreements with thirty (30) calendar day's written notice.
11. **Freight Terms:** Unless otherwise noted, all freight and shipping must be prepaid. All freight charges must be included in prices submitted on proposal.
12. **Discounts:** Any discounts allowed prompt payment, etc., must be noted and reflected in bid figures and not entered as separate pricing on the proposal form.

MANDATORY BID SUBMITTAL FORM
BID NUMBER: RFP 25-001PR
City of Villa Rica July 3, 2025 Fireworks

Name of Company submitting proposal: _____

Address of Company: _____

Contact Person: _____

E-mail Address: _____

Phone Number: _____

Cell Phone #: _____

Signature: _____ Date: _____

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

Description:

- I. **INTENT:** It is the intent of the CITY to procure the services of a qualified CONTRACTOR(s) to shoot the fireworks display. The show is to be computer designed, musically choreographed and digitally fired, including expanded requirements for electrical firing systems and equipment. The standard for this provision is the “Fire One® system” or equivalent electronic firing system.

- II. **PERFORMANCE STANDARDS: CONTRACTOR must:**
 - a) Observe and comply with all of the current N.F.P.A. Code 1123 and the Georgia Building Code as adopted by Carroll County and any changes to the codes enacted during the term of the contract. To include all updated regulations regarding displays.
 - b) Fire show by computer firing only. In the event of an electrical malfunction, vendor is to describe alternate firing methods that would be used to complete the show.
 - c) Provide, deliver and secure fireworks to the designated point of fire area.
 - d) All firework shells and boxes shall be readily marked for identification, including size and what shells contain multiple projections so that inventory can be confirmed prior to set up. Boxes must be inventoried prior to set up.

- III. **TECHICIANS/PERSONNEL:** A minimum of two (2) licensed pyro-technicians plus an applicable number of handlers to help set-up are required. The two (2) pyro-technicians each must have a minimum experience of ten (10) major electronically fired shows and a minimum of five (5) years certified experience in the handling, transporting and discharge of fireworks.

- IV. **TIME OF DISPLAY:** Display shall begin promptly at a time mutually agreed upon by the City and the Contractor. Typically, this time is 9:20pm. E.S.T.

- V. **CONTRACTOR RESPONSIBILITIES:** Contractor shall, at a minimum, ensure the following:

- a) Must be setup no later than 8:00 a.m. Wednesday, July 3, 2025. The contractor may begin setup the day before.
- b) Provide radio communications, including a minimum radios for shooter, and designated CITY staff, for the day of the show beginning with the inventory check at 8:00 am, and maintain radio contact throughout the day. In addition, provide the shooter with a working cellular phone, and provide the designated CITY personnel with the cellular phone number.
- c) Provide to the designated CITY staff one week before the shoot, a printed, detailed, itemized, inventory shipping list of all shells shipped for the fireworks display.
- d) Prior to the loading of the shells, provide an on-site inventory check of shells with assigned CITY staff at a mutually agreed upon time but no later than 12:00 noon on the day of the show. All fireworks packages shall be clearly labeled as to size, type, quantity and country of origin.
- e) Provide to the CITY, as early as possible, but no less than three (3) weeks prior to the shoot, a copy of all applicable permits (fire, police, local and state approval).
- f) Provide compliance with all state and local requirements.
- g) Provide to the CITY a copy of the approved fireworks permit submitted to the Carroll County Probate Court, as early as possible, but no less than three (3) weeks prior to the shoot.
- h) Allow access of CONTRACTOR operations to the Carroll County Fire Marshall all times on the day of the display.
- i) Provide written procedures outlining plans for delivery, set-up and discharge of fireworks display in response to variable weather.

VI. CITY RESPONSIBILITIES. The City shall, at a minimum, ensure the following:

- a) Police presence to be available for patrolling display area to maintain a safety zone around the shooting area.
- b) A member from the CITY Parks and Recreation staff to coordinate with the CONTRACTOR and act as a representative of the CITY on matters not directly relating to safety or regulations.
- c) A member of the CITY Parks and Recreation staff to count and inventory all shells prior to loading.
- d) This employee will verify the actual number of shells delivered vs. the proposed shell count submitted in this RFP.

VII. INCLEMENT WEATHER: In the event the show is completely canceled due to weather conditions, (as determined by CITY personnel) the CITY reserves the right to reschedule or to completely cancel the display. CONTRACTOR is to outline in CONTRACTOR's proposal what price, if any, CONTRACTOR may charge if show is postponed or completely cancelled due to weather conditions. There will be no rainout date.

- VIII. **MINIMUM REQUIREMENTS OF DISPLAY:** The City is requesting a bid price as follows:
- a) A show is divided into four segments including an opening barrage, main body, false finale, and grand finale
 - b) A minimum of at least (200) 6” shells.
 - c) A minimum of at least (250) 5” shells.
 - d) A minimum of at least (250) 4” shells.
 - e) A variety of special effect shells including special effect barrage boxes, Saturn’s, smiley faces, etc.
 - f) A false ending prior to the grand finale.
 - g) Total should be based on a minimum number of 1400 shells **NOT TO INCLUDE** flashing strobes or reports. The majority of shells should fall in the range of 4” to 6” high-grade shells.
Note: *Vendors will not be disqualified if they cannot meet the shell count requested.*

Firing locations shall be from a minimum of four separate locations with the main battery located at the back in the center and with additional batteries located a minimum of 100’ in front of and flanking the main battery to the left and right. Some mortars shall be angled to the left and right of center to diminish the “white out” effect of a multitude of shells exploding in the same volatile air space.

- IX. **INSURANCE REQUIREMENTS** – The selected *Fireworks Company* agrees to provide Liability Insurance containing contractual Indemnification Coverage in the amount of five million dollars (\$5,000,000.00), in addition to Worker’s Compensation Insurance for operators and crew members no later than thirty days prior to the scheduled event, naming the following on the Certificate of Insurance as Additional Insured:

City of Villa Rica
571 West Bankhead Highway
Villa Rica, GA 30180

- X. **HOLD HARMLESS STATEMENT** – The following statement must be included in the accepted contract – *Fireworks Company (your name)* agrees to hold harmless, indemnify and defend the City of Villa Rica, the Parks & Recreation Department their officers, commissioners, employees, successors and assigns from and against any and all losses, costs, judgments, suits, liabilities, claims, demands and expenses (including reasonable attorney fees) incurred by any one or more of said indemnities and arising out of or connected with any personal injury, property damage or death resulting from the performance or malperformance of *Fireworks Company (your name)*, hereunder.

PART II

ADDITIONAL CONSIDERATIONS FOR AWARD/AWARD PROCEDURES

The contract award will be based on certain objective and subjective considerations listed below:

1. **PROGRAM SELECTION:** This section will be scored on the following criteria:
 - a) Total number of shells – including specialty colors and size of shells, variety and uniqueness of shells. A listing and descriptions of specific shells will be preferred.
 - b) Very limited number of three and four inch shells. (*see PART I, section IX*)
 - c) High quantity of special effects shells, i.e. multiple break shells, amount of shells per minute, lack of dead air time.
 - d) Length of show – **SHOW MUST BE AT LEAST 20 MINUTES DURATION.**

- e) Dead Spots – The maximum number of seconds with no shells exploding shall be by 5 seconds.
- f) Cancellation Policy.
- g) Meeting all specifications as outlined in Scope of Work. (Cakes, Roman Candles and other special effects will be taken into consideration but will not be calculated into the total shell count of the show)

2. **EXPERIENCE AND QUALIFICATIONS:** This section will be scored on the following criteria:

- a) Experience and qualifications of pyro-technicians, size of crew, and number of shooters onsite.
- b) Length and quality of company experience.
- c) Performance of other fireworks displays shows, including safety records.
- d) Prior failure (if any) to perform awarded contract.
- e) Previous material violations, if any, of federal, state, or local regulations.
- f) Specific references from the past three years with contact names, email addresses and phone number.

3. **ESTIMATED COST TO THE CITY:** This section will be scored on the following criteria:

- a) Price of display.
- b) Price for postponement of show
- c) Price for cancellation of show

4. **SHOW VALUE:** This section will be scored on the following criteria:

- a) Total shells in opening barrage: (not including reports)
- b) Total shells in main body of show (not including reports)
- c) Total shells in false finale (not including reports)
- d) Total shells in finale (not including reports)
- e) Total number of 6” or larger shells (not including reports)
- f) Total number of 5” shells
- g) Total number of special effect shells as described in proposal (NOTE: If staff cannot determine and/or identify the effect, based on the contractor’s description in their proposal, the shell will not be counted as a special effect shell.

5. **FIRING SYSTEM AND CHOREOGRAPHY:**

- a) Musically choreographed in a studio with firing points built in to disc or storage device (Describe steps and procedures to be used)
- b) Computer fired using the “Fire One®” system.
- c) Backup plan identified in the event of electronic failure

Each category will be evaluated for each proposer. Scoring shall be at the sole discretion of the evaluator(s) whose decision is final and not up for discussion or further interpretation. Bidders are therefore encouraged to be specific and concise with their descriptions. Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City based upon the information and references contained in the proposals as submitted. If necessary, the committees will then conduct discussions, for clarification purposes only and score the proposals. The committee will then make a recommendation to the City Council for award.

PART III

REQUIREMENTS OF THE PROPOSAL

Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

REFERENCES

Reference No. 1 of 3

Company Name: _____

Street Address: _____

City/State/ZIP code: _____

Primary Contact: _____

E-mail Address: _____

Phone Number: (_____) _____

Cell Phone Number: (_____) _____

Reference No. 2 of 3

Company Name: _____

Street Address: _____

City/State/ZIP code: _____

Primary Contact: _____

E-mail Address: _____

Phone Number: (_____) _____

Cell Phone Number: (_____) _____

Reference No. 3 of 3

Company Name: _____

Street Address: _____

City/State/ZIP code: _____

Primary Contact: _____

E-mail Address: _____

Phone Number: (_____) _____

Cell Phone Number: (_____) _____



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Addition of Two Three-Way Stops with Stop Bars on
Thomas Dorsey Drive

AGENDA DATE: 3/4/2025

DATE PREPARED: 2/24/2025

PREPARED BY: Hal Burch

AMOUNT: \$298.12

GL ACCOUNT #: 100-4210-531710

FUNDING SOURCE: Streets Operating Budget

BUDGETED ITEM? No

PURPOSE: The purpose of adding additional stop signs on Thomas Dorsey Drive is because this heavily commuted road is used for school traffic and while it doesn't quite meet the threshold for traffic calming, additional stop signs should help control any speeding that does exist.

BACKGROUND: A traffic speed study conducted between the dates of January 15th, 2025, through January 22nd, 2025, concluded a combined 85th percentile speed of 34 mph in a 25 mph zone. Even though the traffic study results did not warrant structural traffic calming devices such as speed humps, it is our belief that additional three-way stop signs added to Thomas Dorsey Drive at Daniel Road and Eleanor Walk will help reduce speeds on Thomas Dorsey Drive.

STAFF RECOMMENDATION: To approve the addition of three-way stops at Eleanor Walk / Thomas Dorsey Drive and Daniel Road / Thomas Dorsey Drive for the purpose of speed reduction.

IMPACT: Safer neighborhood and school commute for our citizens and students.

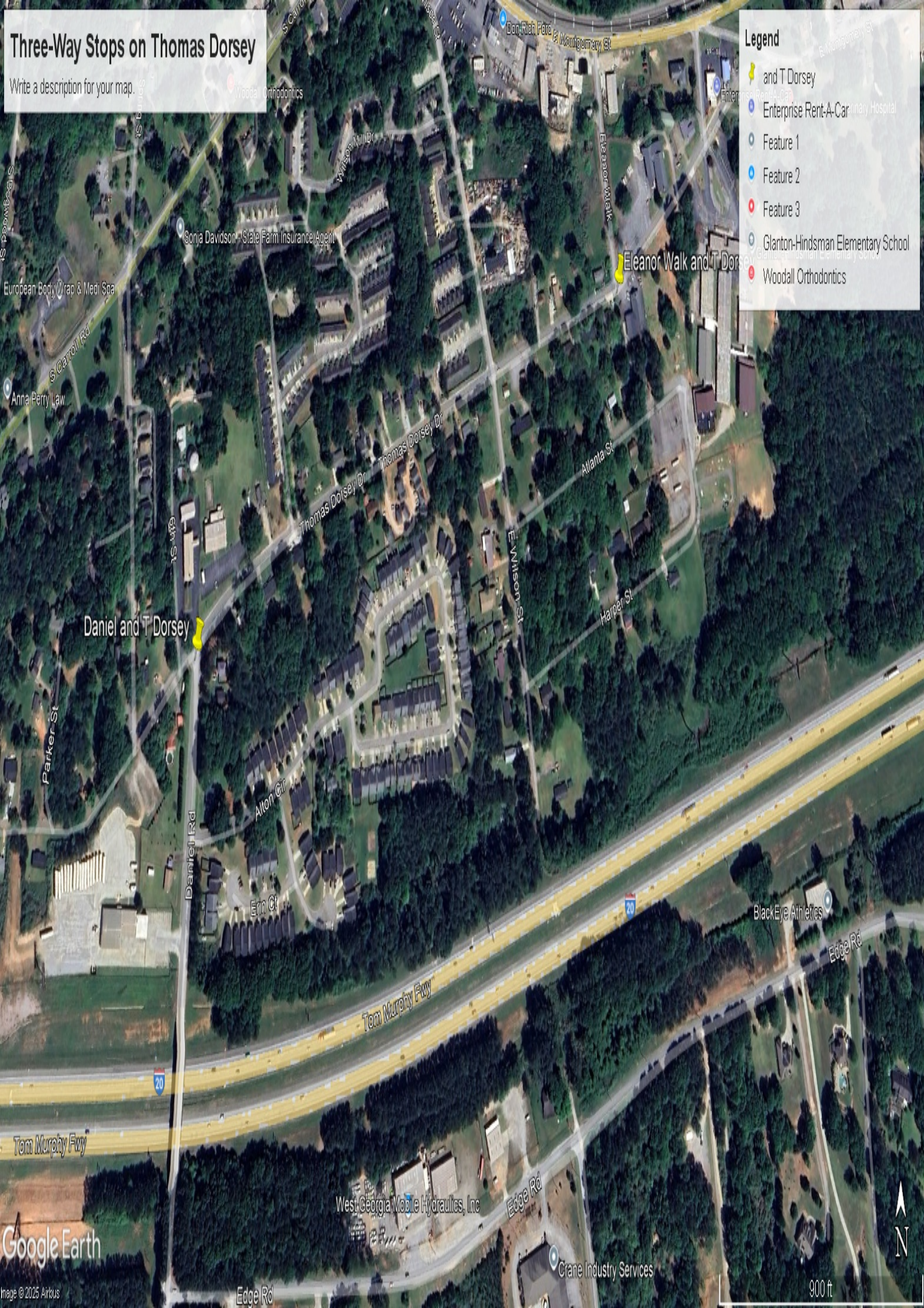
MOTION: I move to add three-way stops at Eleanor Walk / Thomas Dorsey Drive and Daniel Road / Thomas Dorsey Drive for the purpose of speed reduction.

Three-Way Stops on Thomas Dorsey

Write a description for your map.

Legend

- Yellow pin: Eleanor Walk and T Dorsey
- Blue pin: Enterprise Rent-A-Car
- Light blue circle: Feature 1
- Blue circle: Feature 2
- Red circle: Feature 3
- Light blue circle: Glanton-Hindsman Elementary School
- Red circle: Woodall Orthodontics

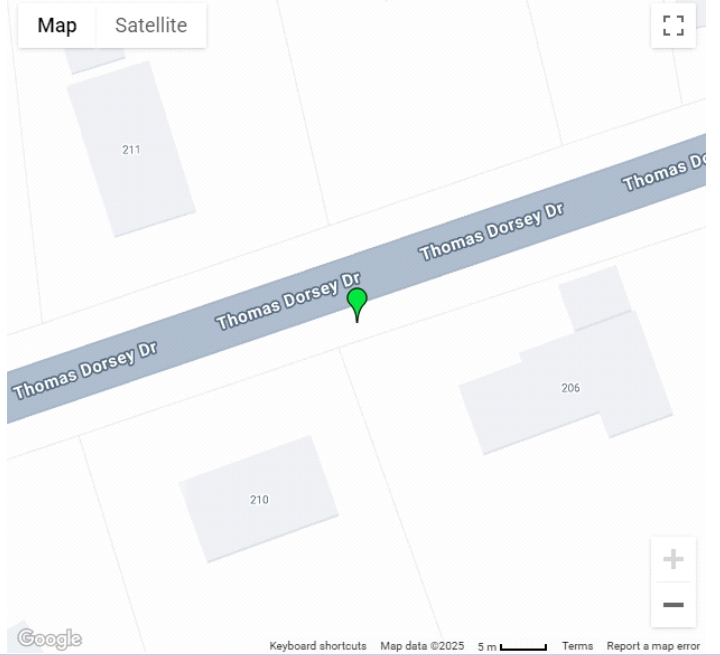


SPEED DATA ANALYSIS

Location



Latitude: 33 43' 37.742"
Longitude: -84 54' 57.139"



Analysis Time Period



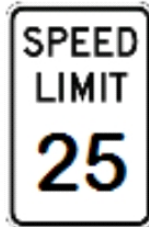
Start: 1/15/2025 1:00 PM
End: 1/22/2025 2:15 PM

Vehicles Analyzed



6,773

Speed Limit



25

Total Enforceable Violations



5,479

Average Speed



29

% Enforceable Violations



81%

Fastest Speed



59

Enforcement Rating

HIGH

Slowest Speed



1

City of Villa Rica
Thomas Dorsey Drive
Posted Speed Limit is 25 MPH
at Counter Location

SPEED DATA ANALYSIS

85th Percentile Speed

Peak Time of Violations



35



1/16/2025
8:00 AM

City of Villa Rica
 Thomas Dorsey Drive
 Posted Speed Limit is 25 MPH
 at Counter Location

Latitude: 33 43' 37.742"
 Longitude: -84 54' 57.139"

Combined Lanes 1/15/2025 to 1/22/2025

Peak Analysis

Classes Excluded From Peaks: None

Date	AM Peak	Hour Volume	Highest Interval Time	Highest Interval Volume	Peak Hour Factor	Pm Peak	Hour Volume	Highest Interval Time	Highest Interval Volume	Peak Hour Factor
1/15/2025	No Volume					3:34 PM	178	3:34 PM	72	0.62
1/16/2025	7:44 AM	228	8:19 AM	85	0.67	3:35 PM	161	3:35 PM	84	0.48
1/17/2025	8:00 AM	200	8:18 AM	85	0.59	3:33 PM	162	3:33 PM	72	0.56
1/18/2025	10:31 AM	55	10:46 AM	22	0.63	1:38 PM	77	1:48 PM	22	0.88
1/19/2025	10:14 AM	64	10:42 AM	19	0.84	1:47 PM	82	2:21 PM	28	0.73
1/20/2025	10:41 AM	38	11:23 AM	14	0.68	6:03 PM	83	6:07 PM	24	0.86
1/21/2025	10:17 AM	31	10:18 AM	11	0.70	4:09 PM	63	4:15 PM	20	0.79
1/22/2025	7:42 AM	201	8:11 AM	89	0.56	1:02 PM	58	1:45 PM	17	0.85

Pace Speed - MPH

Classes Excluded From Pace:

Speed	Number	Percent
25 - 34	4,503	66.5%

Percentile Speeds

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th
Speed - MPH	19	21	23	24	25	26	27	27	28	29	29	30	31	31	32	33	34	35

Vehicles Traveling Greater Than 50.0 MPH

Total Volume	6,773
Total Greater Than 50.0	9
Percent Greater Than 50.0	0.1%

Mean, Median, and Mode Averages

Mean:	29.2
Median (50th %):	29.5
Mode:	28.0

Classification Statistics

Unclassified	Motorcycles	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi
93	21	5155	1060	31	376	15	1	12	7	0	1	0	1
1.4%	0.3%	76.1%	15.7%	0.5%	5.6%	0.2%	0.0%	0.2%	0.1%	0.0%	0.0%	0.0%	0.0%

Axle Statistics

# Axles	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Count	6629	54	66	11	3	6	4	0	0	0	0	0	0	0	0
Avg. WB	114.9	195.0	130.8	586.3	117.0	238.7	120.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Axles Per Vehicle: 2.0421

City of Villa Rica
 Thomas Dorsey Drive
 Posted Speed Limit is 25 MPH
 at Counter Location

Latitude: 33 43' 37.742"
 Longitude: -84 54' 57.139"

A to B, Eastward 1/15/2025 to 1/22/2025

Peak Analysis

Classes Excluded From Peaks: None

Date	AM Peak	Hour Volume	Highest Interval Time	Highest Interval Volume	Peak Hour Factor	Pm Peak	Hour Volume	Highest Interval Time	Highest Interval Volume	Peak Hour Factor
1/15/2025	No Volume					3:34 PM	97	3:34 PM	47	0.52
1/16/2025	7:44 AM	147	8:19 AM	57	0.64	3:35 PM	84	3:35 PM	61	0.34
1/17/2025	7:44 AM	118	8:18 AM	51	0.58	2:48 PM	77	3:32 PM	36	0.53
1/18/2025	10:17 AM	31	10:46 AM	13	0.60	4:53 PM	37	5:34 PM	15	0.62
1/19/2025	10:14 AM	48	10:55 AM	15	0.80	1:04 PM	33	1:04 PM	14	0.59
1/20/2025	10:38 AM	17	10:43 AM	6	0.71	2:56 PM	44	2:56 PM	14	0.79
1/21/2025	10:44 AM	18	11:11 AM	7	0.64	3:34 PM	30	4:15 PM	11	0.68
1/22/2025	7:36 AM	118	8:11 AM	55	0.54	1:16 PM	23	1:45 PM	9	0.64

Pace Speed - MPH

Classes Excluded From Pace:

Speed	Number	Percent
26 - 35	2,067	64.8%

Percentile Speeds

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th
Speed - MPH	16	22	24	25	26	27	28	28	29	30	30	31	32	32	33	34	35	36

Vehicles Traveling Greater Than 50.0 MPH

Total Volume	3,190
Total Greater Than 50.0	5
Percent Greater Than 50.0	0.2%

Mean, Median, and Mode Averages

Mean:	29.9
Median (50th %):	30.7
Mode:	29.6

Classification Statistics

Unclassified	Motorcycles	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi
85	9	2170	620	10	277	6	0	6	7	0	0	0	0
2.7%	0.3%	68.0%	19.4%	0.3%	8.7%	0.2%	0.0%	0.2%	0.2%	0.0%	0.0%	0.0%	0.0%

Axle Statistics

# Axles	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Count	3089	27	53	9	3	5	4	0	0	0	0	0	0	0	0
Avg. WB	118.0	174.6	73.1	606.3	117.0	118.4	120.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Axles Per Vehicle: 2.0693

City of Villa Rica
 Thomas Dorsey Drive
 Posted Speed Limit is 25 MPH
 at Counter Location

Latitude: 33 43' 37.742"
 Longitude: -84 54' 57.139"

B to A, Westward 1/15/2025 to 1/22/2025

Peak Analysis

Classes Excluded From Peaks: None

Date	AM Peak	Hour Volume	Highest Interval Time	Highest Interval Volume	Peak Hour Factor	Pm Peak	Hour Volume	Highest Interval Time	Highest Interval Volume	Peak Hour Factor
1/15/2025	No Volume					3:38 PM	83	3:40 PM	37	0.56
1/16/2025	7:56 AM	90	8:25 AM	35	0.64	3:36 PM	78	3:40 PM	32	0.61
1/17/2025	7:55 AM	85	8:18 AM	34	0.63	3:30 PM	90	3:40 PM	37	0.61
1/18/2025	10:49 AM	29	10:49 AM	10	0.73	2:18 PM	48	2:27 PM	15	0.80
1/19/2025	10:36 AM	24	11:19 AM	11	0.55	2:18 PM	54	2:21 PM	19	0.71
1/20/2025	10:41 AM	22	11:23 AM	7	0.79	6:03 PM	60	6:40 PM	20	0.75
1/21/2025	10:03 AM	17	10:24 AM	7	0.61	2:41 PM	40	2:41 PM	13	0.77
1/22/2025	8:01 AM	91	8:16 AM	37	0.61	12:47 PM	37	12:50 PM	10	0.93

Pace Speed - MPH

Classes Excluded From Pace:

Speed	Number	Percent
25 - 34	2,490	69.5%

Percentile Speeds

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th
Speed - MPH	19	21	22	24	24	25	26	26	27	28	28	29	30	30	31	32	33	34

Vehicles Traveling Greater Than 50.0 MPH

Total Volume	3,583
Total Greater Than 50.0	4
Percent Greater Than 50.0	0.1%

Mean, Median, and Mode Averages

Mean:	28.6
Median (50th %):	28.5
Mode:	27.4

Classification Statistics

Unclassified	Motorcycles	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi
8	12	2985	440	21	99	9	1	6	0	0	1	0	1
0.2%	0.3%	83.3%	12.3%	0.6%	2.8%	0.3%	0.0%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%

Axle Statistics

# Axles	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Count	3540	27	13	2	0	1	0	0	0	0	0	0	0	0	0
Avg. WB	112.1	215.5	366.3	496.0	0.0	840.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Axles Per Vehicle: 2.0179



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Engineering Services Agreement

AGENDA DATE: March 4th 2025

DATE PREPARED: February 20, 2025
PREPARED BY: John Bain

AMOUNT: \$ 61,050.00
GL ACCOUNT #: 505-4115-521200
FUNDING SOURCE: Water and Sewer Fund
BUDGETED ITEM? Yes
PUBLIC HEARING: No

PURPOSE: To engage with Simonton Engineering for the evaluation of facilities, design of plant expansions, and development of all documents required for state review and approval of expansion requests.

BACKGROUND: Paul Simonton of Simonton Engineering is the City's consultant on wastewater and has extensive institutional knowledge of the operations, treatment and watershed. At staff's request, the firm had previously developed and requested waste load allocations that will provide necessary information on options for discharge of wastewater flows, to include acceptable volumes and locations.

Staff requested additional plant design and the development of all required documents needed to submit to the state for review. These include the anti-degradation report, environmental impact document, and the design development report. The waste load allocations will need to be provided by the state prior to completion of the report development, however beginning this process now will allow for both projects to move forward concurrently. Once approved by the regulatory agency, full design can begin, with the development of construction drawings to provide for bidding and contract award.

STAFF RECOMMENDATION: Staff recommends the approval of the proposal submitted by Simonton Engineering for wastewater engineering services, at a cost of \$61,050.00.

MOTION: I move to approve the Mayor to authorize the execution of the proposal for Simonton Engineering, at a cost of \$61,050.00.



PROPOSAL

February 16, 2025

Mr. John Bain, Utilities Director
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

FOR: Engineering services associated with preparation of documents for expansion of both the West and North Wastewater Treatment Plants:

1. Examine design documents at both plants to determine the original basis of design for the plants.
2. Prepare projections of water and sewer need for a 10 and 20 year planning period. The projection will use historical growth, population projections published by The Governor's Office of Planning and Budget, and identification of potential projects. Future water and sewer need will be based on this overall evaluation of all parameters and those projections will be used for design in the DDR.
3. Once the growth parameters are determined, a projection of how the flow would be split between each plant.
4. While transportation of the wastewater generated through the collection system is an important consideration, an overall collection system evaluation will not be included. It will be assumed that necessary system improvements will be made to transport the sewage to one of the plants in the future. Given that we already have knowledge of the Cleghorn Pumping facility, the capacity of that facility will be considered in projecting the growth of each plant.
5. The original design of each plant will be evaluated and considered in the determining expansion options. Each plant will be evaluated for its potential expansion capacity without expanding tankage, then evaluated further to determine reasonable expansion increase based on wastewater flow projections.
6. The above expansion options will consider wasteload results from EPD for each plant as a possible limiting factor for expansion. It is assumed that the Wasteload Memo dated December 11, 2018, for expansion of the North Plant will still be acceptable. Final

1050 Parkside Cmns, Suite 101, Greensboro, Georgia 30642
1618 Airport Rd., Hinesville, GA 31313
Phone: (706) 454-0870 (912) 977-1502

expansion decisions recommendations for the West plant will be postponed until wasteload response is received from EPD for that plant.

7. Expansions to meet Georgia Reuse Standards will be included for both plants as a discharge option.
8. Expansion of both plants will require certain documents to be prepared to meet EPD requirements. Those documents to include an Anti-Degradation Document, Environmental Information Document, and Design Development Report will be required for permitting, once acceptable recommendations have been approved by the City. The initial investigation will be prepared so that each of the tasks, included in the scope, will be completed to incorporate into these three final documents as the deliverables.
9. All complete documents will be submitted to EPD for approval and comments addressed. If regulatory requirements change

FEE: The fees for providing the outlined services are:

- | | |
|--|-------------|
| 1. Evaluation of facilities, Future need Projections and Recommendations | \$43,850.00 |
| 2. Final Document (Anti-deg, EID & DDR) Complete And Comments Addressed for Approval | \$17,200.00 |

Should additional services be authorized, invoicing will be in accordance with the hourly rates listed below.

Hourly Rates:	
Professional Engineer	\$195.00/hr.
Project Engineer	\$150.00/hr.
Survey Crew	\$125.00/hr.
Clerical	\$ 45.00/hr.

Invoices: Invoices will be submitted on a monthly basis and are due upon receipt. Any invoice not paid within 20 days will accrue interest at the rate of 1½% per month.

Dispute: Any dispute arising out of this agreement or the services shall be resolved by mediation. If this issue is not resolved by mediation then any dispute will be settled in Superior Court of Greene County.

Suspension of Services: If the Client fails to make payments within the specified period, the Consultant may suspend performance of services upon ten (10) days notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this agreement by the Client.

Upon payment in full by the Client, the Consultant shall resume services under this agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

Ownership of Instruments of Service: All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.

Defects in Service: The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client / Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were discovered.

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$50,000.00, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Use of Supplied Information: In certain cases, the Consultant may agree to use information supplied by the Client that was obtained by outside sources. This information may save the Client certain expenses but makes the Client responsible for this portion of the data. The Consultant is released from any liability from error that may result from the inaccuracy of the information supplied by the Client.

Record Documents: If included in the scope of work, upon completion of the work, the Consultant shall compile for and deliver to the Client a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant shall assume will be reliable, the Consultant cannot and does not warrant their accuracy.

Schedule for Rendering Services: The Consultant shall prepare and submit for Client approval a schedule for the performance of the Consultant's services. This schedule shall include reasonable allowances for review and approval times required by the Client, performance of services by the Client's consultants, and review and approval times required by public authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the Client, or for delays or other causes beyond the Consultant's reasonable control.

Upon receipt of a signed proposal we will begin work to accomplish the task outlined.

Accepted

President: Paul C. Simonton, P.E.

Printed Name & Title

Date

Date

A RESOLUTION BY THE CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

WHEREAS, Arbours at Town Branch, LLC, will submit an application to the Georgia Department of Community Affairs ("DCA") for low-income housing tax credits to develop the housing development, known as Arbours at Town Branch, to be located at 193 & 201 Cleghorn Street Villa Rica, GA 30180 and

WHEREAS, Arbour Valley Development, and Arbours at Town Branch, LLC are planning on developing the entire complex to provide an affordable housing complex that will provide 64 units of affordable housing to the residents of the City of Villa Rica and Carroll County; and

WHEREAS, the Georgia Department of Community Affairs("DCA") has established certain regulations, through the State of Georgia's 2025 Qualified Allocation Plan, whereby low-income housing tax credits applications must be competitive; and

WHEREAS, the City Council of the City of Villa Rica wishes to endorse the aforementioned application by Arbours at Town Branch, LLC and Arbour Valley Development, LLC and as evidence of this support resolution.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to take actions and to enter into agreements consistent with the aforesaid endorsement.

BE IT SO RESOLVED this 11th day of March 2025.

CITY OF VILLA RICA

By: _____

Leslie McPherson, Mayor

Attest: _____

Theresa Campbell, City Clerk

CITY COUNCIL
LESLIE MCPHERSON, MAYOR
ANNA MCCOY, MAYOR PRO TEM
SHIRLEY MARCHMAN
MATTHEW MOMTAHAN
STEPHANIE WARMOTH
DANNY CARTER

City of Villa Rica

INTERIM CITY MANAGER: DIANA DESANTO
CITY CLERK: THERESA CAMPBELL
CITY ATTORNEY: KEVIN DRUMMOND

571 W BANKHEAD HWY
VILLA RICA, GA 30180
770.459.7000 | VILLARICA.ORG



February 20, 2025

Office of Affordable Housing
Georgia Department of Community Affairs
60 Executive Park South, N.E.
Atlanta, Georgia 30329-2231

RE: Arbours at Town Branch
193 & 201 Cleghorn Street
Villa Rica, GA 30180

Dear Sir or Madam:

Integrity Development Partners, LLC, the developers of the referenced proposed development, have notified the City Council of its intention to develop and to apply to the Georgia Department of Community Affairs (DCA) for Low Income Housing Tax Credit (Credit) for the development of units affordable to low-income residents.

The purpose of this letter is to convey our support for the development of the apartment community. It is our understanding that the project details are as follows:

Project Name:	Arbours at Town Branch
Project Address and/or Lot Number:	193 & 201 Cleghorn Street
Owner/Purchaser:	Arbours at Town Branch, LLC
Developer Name:	Arbour Valley Development 242 Inverness Center Drive Birmingham, AL 35242
Total Number of Units:	64
Total Number of Units Set Aside for Low Income Residents:	64
Project Type (New Construction/Rehabilitation):	New Construction
Tenancy (Family/Elderly/Special Needs):	Elderly

I hereby certify that I am the person duly authorized to speak on behalf of the elected body constituting the government of this jurisdiction, as specified in the attached copy of the charter or bylaws of the governmental body. In this capacity, I hereby state that the City Council supports the proposed development as presented, as evidenced by the attached resolution of support and agrees to the issuance of a Letter of Support from the City of Villa Rica's GICH Team.

Finally, I understand that I will also be notified by DCA when the Owner/Developer submits its application for Credit and be given 30 days to provide additional comments on the application.

Respectfully submitted,

Diana DeSanto, Interim City Manager
City of Villa Rica

Attachments: Copy of Local Charter or Bylaws Authorizing Signer

CITY COUNCIL
LESLIE MCPHERSON, MAYOR
ANNA MCCOY, MAYOR PRO TEM
SHIRLEY MARCHMAN
MATTHEW MOMTAHAN
STEPHANIE WARMOTH
DANNY CARTER

City of Villa Rica

INTERIM CITY MANAGER: DIANA DESANTO
CITY CLERK: THERESA CAMPBELL
CITY ATTORNEY: KEVIN DRUMMOND

571 W BANKHEAD HWY
VILLA RICA, GA 30180
770.459.7000 | VILLARICA.ORG



February 20, 2025

Housing Finance and Development Division
Georgia Department of Community Affairs
60 Executive Park South, N.E.
Atlanta, Georgia 30329-223 I

RE: Arbours at Town Branch
193 & 201 Cleghorn Street
Villa Rica, GA 30180

Dear Sir or Madam:

We are writing you to declare our support as a Georgia Initiative for Community Housing Community for the development of the Arbours at Town Branch to be located at 193 & 201 Cleghorn Street in Villa Rica, GA. Arbours at Town Branch, LLC, the developer of the referenced proposed development, has notified the City of Villa Rica of its intention to develop the apartment complex and to apply to the Georgia Department of Community Affairs (DCA) for Low Income Housing Tax Credits (Credit) for the development of units affordable to low-income residents.

The purpose of this letter is to convey our support for the development of the apartment community. It is our understanding that the project details are as follows:

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Project Type (New Construction/Rehabilitation):	New Construction
Tenancy (Family/Elderly/Special Needs):	Elderly

The boundaries of our GICH community are the city limits of Villa Rica and the project is located within our stated GICJ-1 community boundary.

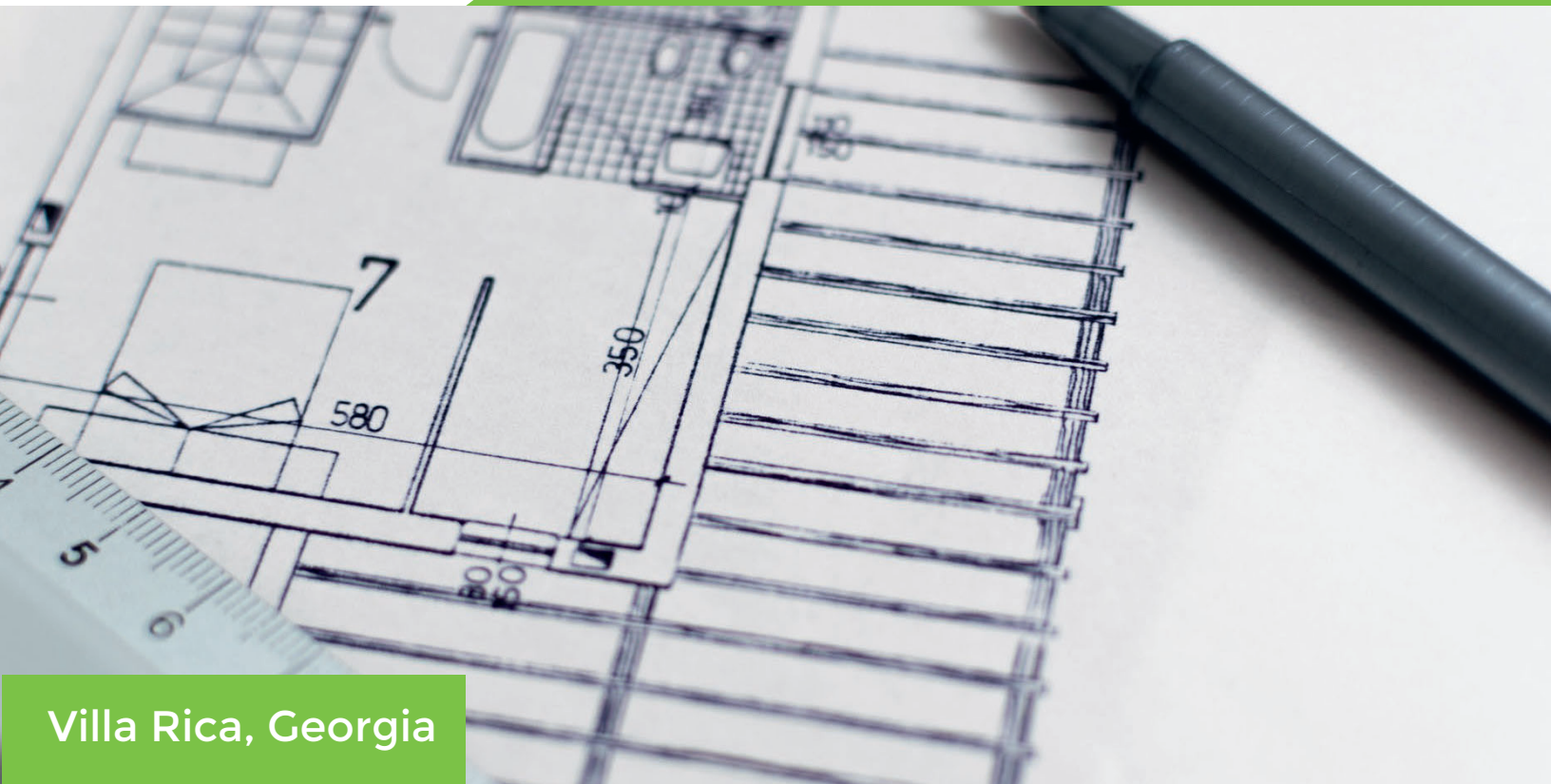
I hereby certify that I am the primary contact that is authorized to speak on behalf of the City of Villa Rica Georgia Initiative for Community Housing team. In this capacity, I hereby state that the Villa Rica Georgia Initiative for Community Housing team supports the proposed development as presented.

Respectfully submitted,

Diana DeSanto, Interim City Manager
City of Villa Rica



Arbours at Town Branch



Villa Rica, Georgia

**Arbour Valley
Communities**

www.arbourvalley.com

Development Plan

Arbours at Town Branch is a planned (HFOP) senior community built with class-A construction and design. The residences will be suited to accommodate 55+ older persons, residents with special needs or disabilities and provide amenities to serve those needs. The mixed income development will accommodate older residents earning between 50% and 70% of the Area Median Income.

The new community will offer HFOP families the option of one and two bedroom open floor plan layouts in three-story buildings with extensive community amenities.

In addition, each residential unit will adhere to energy efficient standards to reduce the residents' monthly living expenses as well as the community's carbon footprint.



Arbours at Crown Point - Ocoee, Florida

Community Amenities

Community amenities include on-site management and maintenance, grilling areas with covered pavilion and a resident community center equipped with a kitchen, business center, gathering/ craft room, and a gym or yoga/ workout room.

Building Construction

The buildings are planned to contain brick/ stone and cementitious siding combination facade, built with wood frame construction on concrete slabs with a durable low pitched roof. Architectural design and color palette to compliment the area along with native plants in the landscaping.

Unit Features

Every residence will be furnished with all electric energy star appliances, range/ oven, refrigerator, dishwasher, microwave, central HVAC heatpump, washer/ dryer connections, ceilings fans, and patio/ balcony area.

Building Design

The buildings are designed with central fire sprinkler systems, ADA compliant residences and complex grounds, and built to green certifications. Some additional units will be equipped for handicapped accessibility and sensory impairment to assist the special needs and disabled residents.



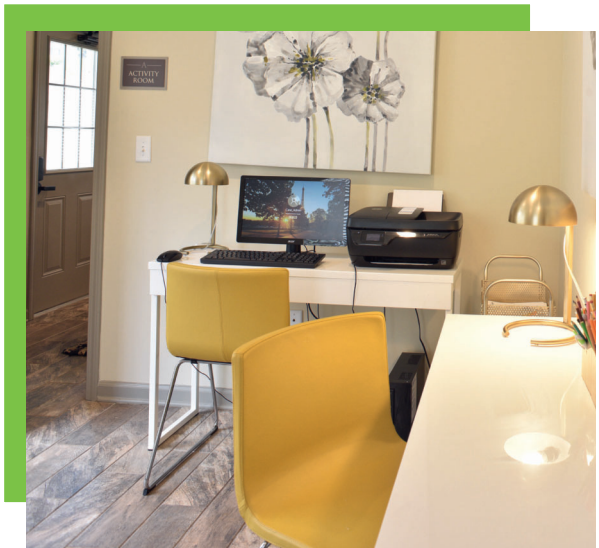
Yoga/ Workout Room



Gathering Area/ Craft Room

Community Amenities

Our developments utilize state-of-the-art best practice techniques in construction, property management and development, are environmentally conscious, strive to maximize green space, and accentuate a work-play community. Whether it is covered pavilions with grills designed as community gathering points, community center equipped with meeting areas, business center and fitness center or manicured landscaping and unit porches, our properties are designed with the resident, the surrounding community, and the environment in mind.



Business Center



Community Center Area with Kitchen



Workout Facility

Proposed Design



Front Elevation of the Three-Story HFOP Building

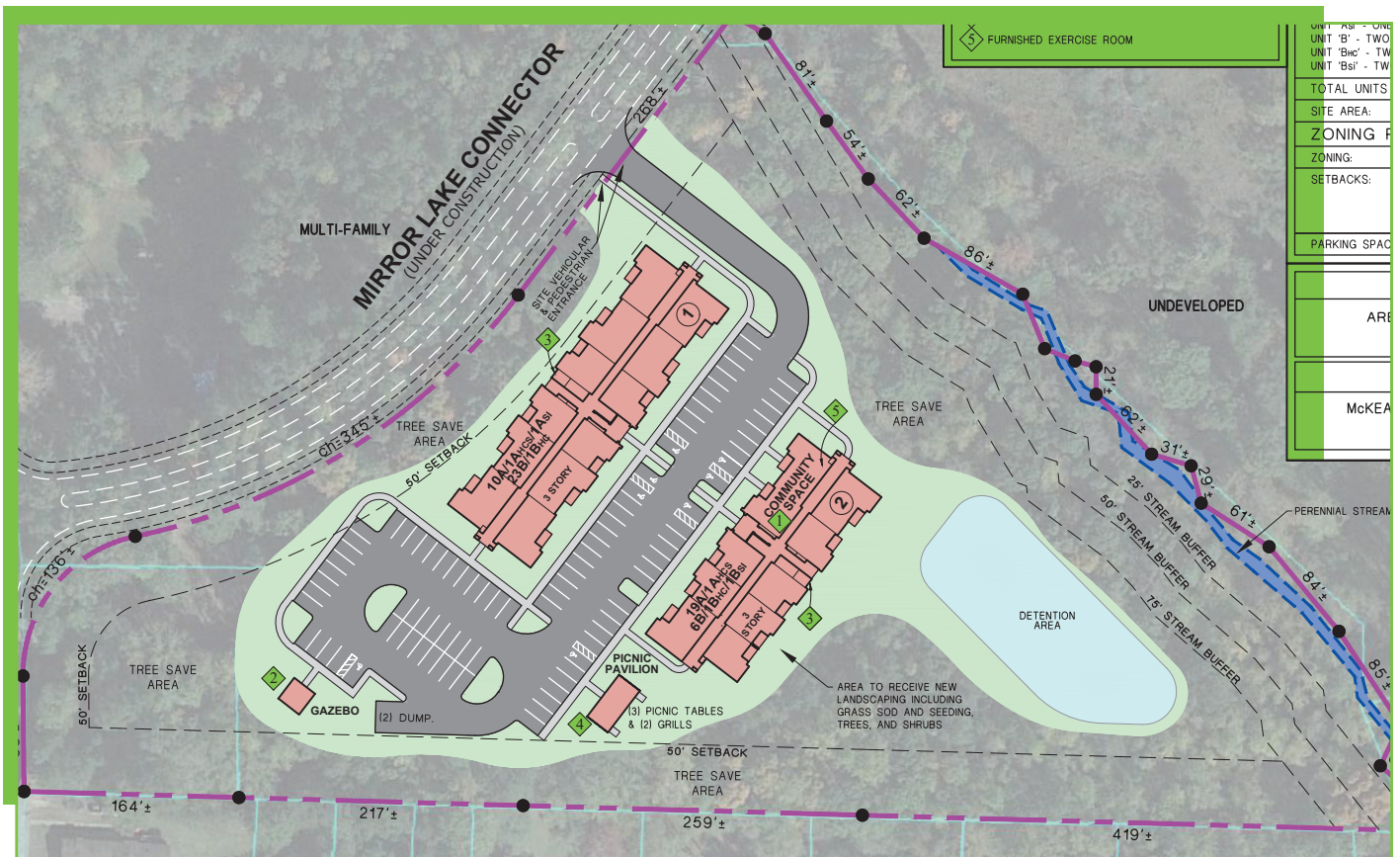


Grilling Area with Covered Pavilion



Community Gathering Area

Site Plan





Representative of a One Bedroom Layout and Photos



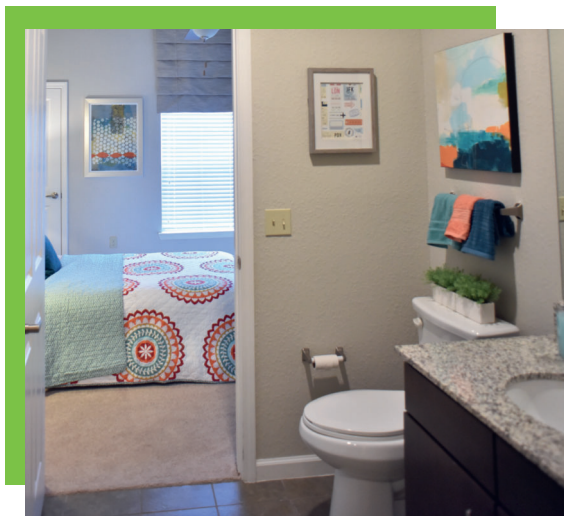
Unit Mix

Bedroom Type	# of Units	SQFT	Avg. Rent
1 Bedroom/ 1 Bath	30	850	\$1,050
2 Bedroom/ 2 Bath	32	1,150	\$1,200

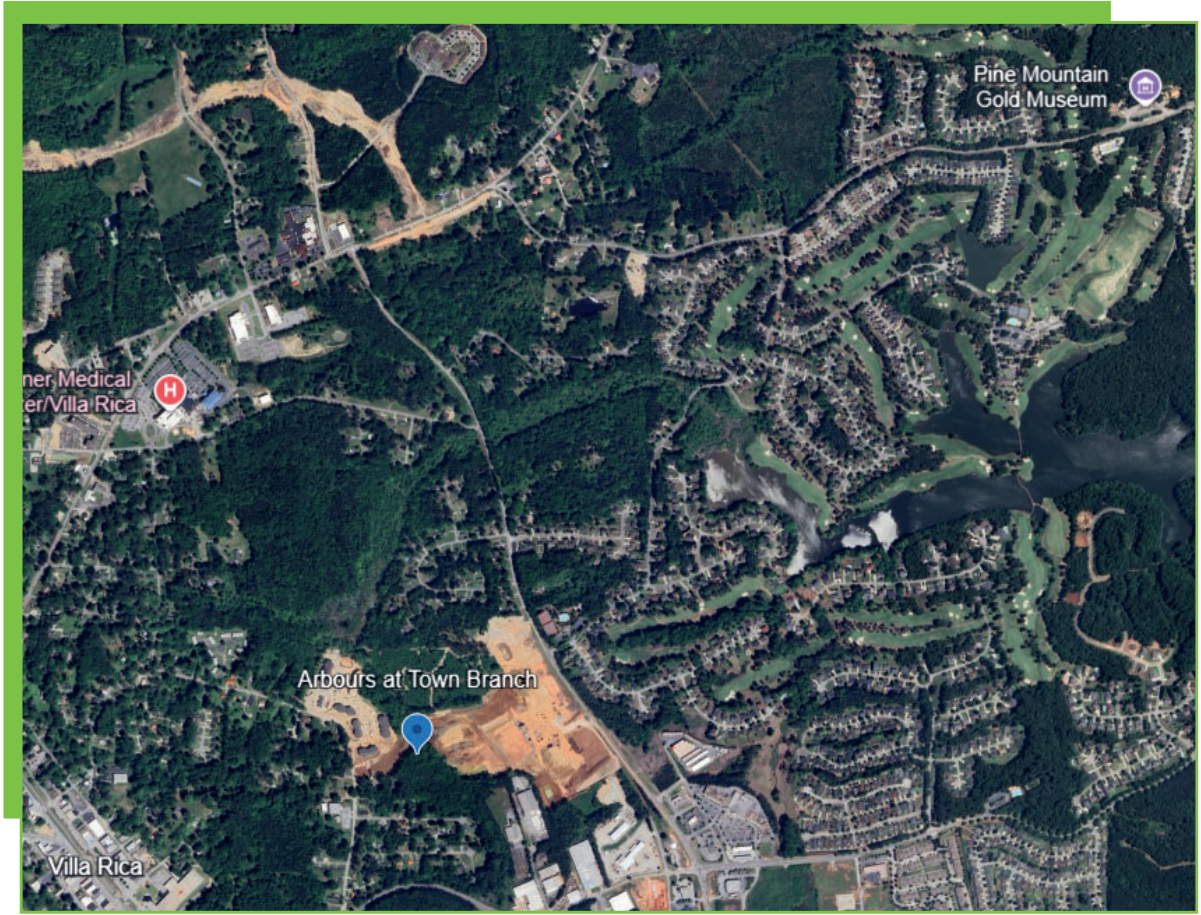
Community and Management Office included



Representative of a Two Bedroom Layout and Photos



Location Map



Site Location

Arbours at Town Branch will be a welcoming rental community situated just off the new Mirror Lake Connector in the City of Villa Rica, Carroll County, Georgia. This prime location offers both convenience and accessibility, positioned only a few miles from downtown Villa Rica and adjacent to the new Publix Super Market center.

Residents enjoy close proximity to a variety of essential and leisure amenities. Within a 2-mile radius, you'll find downtown Villa Rica, the Villa Rica Library, the Pine Mountain Gold Museum plus major stores like the new Publix Super Market and Pharmacy as well as many popular restaurants such as Chick-fil-A, Wing Stop, Wendy's and Johnny's New York Style Pizza for dining. The residents healthcare needs are well catered to with two nearby facilities Tanner Urgent Care/ Villa Rica and Premier Care Family Medicine, plus less than two miles to Tanner Regional Hospital.

This well-situated community provides a balanced blend of comfort, accessibility, and local amenities, making it an ideal choice for modern HFOP living in Georgia.

Community Commitment

Our Commitment

- Long term holders of communities
- Self-manage all properties AVC develops and owns
- Potential second development in the City
- Plan to include community involvement during the development process

Benefits to the City

- 62 new HFOP residences (55+ older persons)
- Mixed income property (Range of 50% AMI to 70% AMI levels)
 - \$53,750 to \$75,250 Income Range
- New property tax revenue and building fees to the City
- New permanent jobs and local service contracts for the City
- New Residential Water income from 62+ connections

Arbour Valley

Why we are called Arbour Valley Communities? Because our passion and expertise is building communities in good communities. Our first checklist item for any future development begins with the good community which allows for our development to become a community!

Arbour Valley Development

- Developed over 20+ communities, currently 3,000+ owned units
- Currently developing in 4 States: Alabama, Florida, Georgia, Louisiana
- 5 Principal owners with distinct development and finance experience
- Successfully developed 5 properties in the state of Georgia in the last 5 yrs

Arbour Valley Management

- Currently managing over 5,000+ units of owned and 3rd party Clients
- Ability to operate management functions in all southeastern states
- Experienced in LIHTC, Workforce, HUD and other financing programs
- Lead by a team from a Central Birmingham office with onsite supervision
- Successfully stabilized and currently maintaining a 98% portfolio occupancy



Arbours at Pierce Creek - Mobile, Alabama

Contact Us

242 Inverness Center Drive
Birmingham, AL 35242

Phone: 205-909-0060
info@arbourvalley.com

www.arbourvalley.com



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Discussion regarding creation of an Ordinance to create a Residential Rental Dwelling Unit Inspection and Maintenance Program

AGENDA DATE: March 4, 2025

DATE PREPARED: February 24, 2025

PREPARED BY: Diana DeSanto

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PUBLIC HEARING: N/A

PURPOSE: The purpose of this item is to discuss the creation of an Ordinance within the Building Regulations/Standards Code of Ordinances that provides for a Residential Rental Dwelling Unit Inspection and Maintenance Program.

BACKGROUND: Currently, there exists in the city some substandard, and/or unsanitary residential rental buildings and dwelling units, the physical conditions, and characteristics of which violate state and local building, housing and sanitation codes and ordinances and render them unfit or unsafe for human occupancy and habitation. These residential rental buildings and units are detrimental to or jeopardize the health, safety, and welfare of their occupants and of the public and serve to seriously compromise the integrity and residential quality of city neighborhoods. It has been observed by city staff performing code enforcement functions that in general the most egregious violations of health and safety codes and negative impacts because of such factors as deferred property maintenance, a proliferation of vehicles attributable to the tenants who rent these properties and the accumulation of excess trash and debris on or about the properties.

It is further determined that the existence of such substandard residential rental buildings and dwelling units necessitates disproportionate expenditures of public funds for code enforcement and remedial action; impairs the efficient and economical exercise of governmental powers and functions; and disrupts peaceful and quiet enjoyment of residential areas and neighborhoods.

The city further finds and declares the desire to maintain and safeguard the stock of decent, safe, and sanitary rental housing units in the city through a partnership of owners, tenants, the city, and the community.

The residential rental inspection program that would be created by a new ordinance is intended to address the conditions described in the findings and purpose of this section. The purpose of this section is to proactively identify such substandard and unsafe residential buildings and dwelling

units and to ensure the rehabilitation or elimination of those buildings and dwelling units that do not meet minimum building code and housing code standards or are not safe to occupy or do not comply with zoning codes. It is intended that structures will be required to be maintained in a safe and sanitary condition at the level consistent with the codes of the period in which they were constructed. However, unpermitted additions and alterations must comply with current codes adopted by the city.

It is not the city's intent to intrude upon the fair and accepted contractual relationship between tenant and property owner. The city does not intend to intervene as an advocate of either party, or to be receptive to the complaints of a tenant or property owner not specifically and clearly relevant to the provisions of this program.

STAFF RECOMMENDATION: Continue to review various ordinances around the area to determine the best program that will address the City's housing concerns and create an Ordinance and present to the Planning & Zoning Commission for review and comments and upon approval, bring back to Council for consideration.

MOTION: I move for staff to continue to review variance Residential Rental Dwelling Unit Inspection and Maintenance Program Ordinances and provide a final presentation for Council consideration.

ORDINANCE NO. 12- 369

AN ORDINANCE TO AMEND CHAPTER 11 OF THE CITY OF CLARKSTON'S CODE OF ORDINANCES TO ADD NEW ARTICLE V, WHICH WILL PROVIDE FOR LICENSING AND INSPECTIONS OF MULTI-FAMILY RENTAL HOUSING DEVELOPMENTS; AND FOR OTHER PURPOSES.

WHEREAS, a number of multi-family residential developments offer dwelling units for rent within the City; and

WHEREAS, the City has determined that some multi-family residential rental developments are not in compliance with applicable life safety codes and pose a threat to the health and welfare of their occupants as well as the City at large; and

WHEREAS, the City desires to protect the health and welfare of its citizens by imposing certain regulations on multi-family rental dwellings; and

WHEREAS, such life-safety regulations may be enforced by imposing a business license requirement on multi-family rental dwellings and by requiring inspections of the same.

NOW THEREFORE, BE IT ORDAINED BY the City of Clarkston, Georgia that Chapter 11 of the City's Code of Ordinances, concerning the licensing, registration, taxation and regulation of businesses within the City of Clarkston, be amended as follows:

Section 1.

New Article V of Chapter 11 of the Code of Ordinances is hereby adopted. Article V shall consist of the "Clarkston Multi-Family Rental Dwelling Ordinance" attached hereto and consisting of five (5) pages.

Section 2.

The sections, paragraphs, sentences, clauses or phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

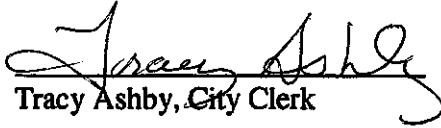
Section 3.

Any City ordinances or portions of ordinances in conflict with this ordinance are hereby repealed. This ordinance shall become effectively immediately upon its approval by the City Council and the signature of the Mayor.

ADOPTED this 11th day of September, 2012.

ATTEST:


**CITY COUNCIL OF
CITY OF CLARKSTON, GEORGIA**


Tracy Ashby, City Clerk


Mayor Emanuel Ransom

(SEAL)

Approved as to form:


Stephen G. Quinn, City Attorney

CLARKSTON MULTI-FAMILY RENTAL DWELLING ORDINANCE

Sec. 11-96. - Definitions.

The following terms shall have the meaning respectively ascribed to them as follows:

Certified building inspector. A person inspecting for compliance with the various adopted codes who is a licensed design professional (architect or engineer) or holds one (1) of the following certifications from SBCCI (ICC): Property maintenance and housing inspector, housing rehabilitation inspector, building inspector, building plan examiner or commercial combination inspector.

Code compliance certificate. A certificate, substantially similar to Exhibit "A" attached hereto and incorporated herein, executed by a certified building inspector and stating compliance with those minimum standards described in the inspection report attached thereto.

Inspection report. The report attached to the code compliance certificate describing minimum requirements for inspection of each unit.

Lease. Any written or oral agreement which sets forth any and all conditions concerning the use and occupancy of multi-family rental dwellings or multi-family rental units.

Multi-family rental dwelling. Any multi-family structure, multi-family building, or other facility promised and/or leased to a residential tenant or tenants for use as a home, residence, or sleeping unit. This definition includes, but is not limited to multiple family dwellings, multiple family apartment units, boarding houses, rooming houses, group homes, and flats.

Multi-family rental unit. Any one area, room, structure, flat, apartment, or facility of a multi-family rental dwelling that is being leased or rented to only one tenant, group of tenants, or family under one lease, or under terms of joint and severable liability.

Occupancy. Includes all tenants, lessees and persons residing within a multi-family rental dwelling or multi-family rental unit.

Owner. Any person, agent, firm, or corporation having a legal or equitable interest in a premises.

Owner-occupied. Any part of a structure used as living quarters by the owner of said structure where other parts of the structure are used as multi-family rental units. Example: Two-family dwelling, owner occupies one (1) flat; rooming house, owner occupies one (1) unit.

Premises. Any lot or piece of land inclusive of the multi-family rental dwelling or multi-family rental unit.

Sec. 11-97. – Fee and Certificate Required.

- 1. All owners of multi-family rental dwellings or multi-family rental unit(s) within the city that make available for lease or receive income for use of four (4) or more such dwellings or units and meet the requirements of O.C.G.A. § 48-13-5 for having an onsite/offsite rental or management office location.**
 - a. Shall be subject to an occupation tax as provided in this article and**
 - b. Shall provide to the city a code compliance certificate covering one hundred (100) percent of the multi-family rental units within the twelve-month period immediately preceding the date of the certification which is January 1, 2014. Said code compliance certificate shall certify that all units inspected are in compliance with those standards contained in the code compliance certificate and inspection report. For the initial year of construction, this section shall not apply to new construction or rehabilitation of a multi-family rental dwelling provided proper permits are obtained from the city.**
- 2. Upon initial inspection of such dwellings or units, should a certified building inspector determine that further work is necessary to comply with all applicable building and life safety codes and the minimum standards set forth herein, an acceptable plan shall be submitted to the chief building official outlining the time and scope of work necessary to bring the units into compliance. If such plan is accepted by the chief building official as reasonable and justified, an extension may be granted for up to one (1) year for completion of repairs and compliance with this ordinance. No extension shall be granted if life safety issues are involved and any such units shall not be leased until brought into compliance.**
- 3. After submission of the initial code compliance certificate, each owner shall submit a code compliance certificate annually with their business license renewal. Such subsequent code compliance certificate shall cover at least twenty (20) percent of the units, provided all units shall be inspected, at a minimum, every five (5) years. All units inspected shall be listed individually on the code compliance certificate submitted to the city by the certified building inspector.**
- 4. Furthermore, each owner and certified building inspector shall keep a written record of all inspections for each unit including the date of the inspection, items inspected and all violations, if any, observed. Such records shall be available to the city upon request. Such records shall be presented to the city within ten (10) business days after such request is made in writing to the inspector. Failure to provide such records shall nullify the code compliance certificate for those units.**

Sec. 11-98. – Failure to Provide Code Compliance Certificate.

- 1. Failure to provide the code compliance certificate as provided herein shall be a violation of this ordinance and is subject to those penalties contained herein Clarkston's Code of Ordinances. Further, said failure, upon a judicial determination, shall be a condition constituting probable cause, and may subject said multi-family rental dwelling or multi-family rental unit(s) to inspection by the city building official and fines imposed by the municipal court, not less than \$200 and no more than \$1,000.**

- 2. Said inspection by the city, if required, shall be at the sole cost of the owner and failure to pay said cost shall result in a lien being placed on the premises as provided for collection of taxes. Failure to pay the occupational tax as provided herein shall be a violation of this ordinance and is subject to those penalties set forth in this article. Nothing contained in this section shall prevent the city from enforcement of the state minimum standard codes as provided in section 5-1 of this Code of Ordinances of the City of Clarkston, Georgia.**

Exhibit "A".

CODE COMPLIANCE CERTIFICATE

**Building Department
City of Clarkston City Hall
3921 Church Street Clarkston, Georgia 30021**

Re: [Name and address of Apartment Community]

Date: _____ Total Number of Units: _____

_____/_____/_____ Units Inspected (Listed individually)

The undersigned is a Certified Building Inspector pursuant to City of Clarkston Ordinance section 11-96 and provides this certification pursuant to such Ordinance.

Those apartment units listed on the inspection reports attached hereto have been inspected and found to be in compliance with applicable building codes of the City of Clarkston currently in effect.

For purposes of this certification, compliance with applicable building codes shall be deemed to mean that those units inspected meet those certain minimum standards for basic equipment and facilities for dwellings as set forth on the inspection reports attached hereto.

In the event that the undersigned is an employee of the owner or property manager of the community, the undersigned is acting only in such capacity and shall incur no personal liability in connection with such inspections.

Nothing herein imposes any liability on the City of Clarkston or prevents the City of Clarkston from enforcing Georgia Minimum Standard Codes as provided by Georgia law and the Clarkston Code of Ordinances.

Certified and sworn this _____ day of _____, 200_

[Signature of Inspector]

Name: _____

Registration Number: _____

Certification Held: _____

INSPECTION REPORT

Name of Community: _____
 Apartment No.: _____ Date of Inspection: _____

	Minimum Standards for Basic Equipment & Facilities for Dwellings	PASS	FAIL	Action Required for Compliance
1.	Flooring is impervious in kitchen and bath areas			
2.	Privacy for bathrooms			
3.	Hot and cold water supply			
4.	Heating facilities in good working order, no unvented heating appliances in sleeping rooms			
5.	Garbage disposal facilities (trash cans or sink grinder for food stuff disposal)			
6.	Smoke detector devices as required by law			
7.	Windows, 8% glazing of floor space for light and ventilation, 45% shall be operable with screens if no air conditioning. Windows shall be in good repair and rodent proof, no open cracks or holes			
8.	Plumbing facilities including kitchen sink, lavatory, tub or shower, and water closet, are clean and sanitary and are in good working order			
9.	Electrical in good working order with proper covers, no exposed wiring, existing light fixtures in good working order			
10.	Both interior and exterior doors, jams and hardware in good working order			
11.	Stairs in good working order with protective railings (interior and exterior)			
12.	Interior floors, walls and ceiling kept in good repair			
13.	Proper number of residents per bedroom as required by law			
14.	Extermination as needed			
15.	Exit requirements, unobstructed means of egress leading to safe and open space			
16.	Care of premises requires property to be generally maintained with no excessive trash, rubbish or similar items			
17.	Address numbers posted and in plain view			

CHAPTER 8-40 RENTAL DWELLINGS AND UNITS¹

8-40-010 Rental license; purpose.

The purpose of this chapter is to protect the public health, safety and general welfare of the people of the city with regard to nonowner occupied rental property, including:

- A. Protecting the character and stability of residential areas;
- B. Correcting and preventing housing conditions that adversely affect or are likely to adversely affect the life, safety, general welfare and health, including the physical, mental and social well-being of persons occupying dwellings;
- C. Providing minimum standards for the maintenance of existing residential buildings, thus preventing slums and blight;
- D. Preserving the value of land and buildings throughout the city.

(Ord. No. 6664, 5/12/2004, § 1)

8-40-020 Requirements.

The requirements of this chapter shall be in addition to the requirements of all other applicable ordinances, licenses and occupation tax certificates of the city, and the penalties imposed by this chapter for violations shall be in addition to those imposed for violations of all other applicable code and ordinance provisions.

(Ord. No. 6664, 5/12/2004, § 2)

8-40-030 Definitions.

- A. As used in this chapter, the following terms shall have the following meanings respectively ascribed to them in this section:

"Certificate of compliance" means a certificate issued by a rental housing inspector certifying compliance with the provisions of the Codes and Ordinances of the City of Marietta.

"Dwelling" means any building, structure, or other housing accommodation that is wholly or partly used or intended to be used for living or sleeping by human occupants, but excludes temporary housing.

"Dwelling unit" means one room or rooms connected together for residential occupancy and including bathroom and kitchen facilities. If there is more than one meter for any utility, address to the property, or kitchen; or if there are separate entrances to rooms which could be used as separate dwelling units; or if there is a lockable, physical separation between rooms in the dwelling unit such that a room or rooms on each side of the separation could be used as a dwelling unit, multiple dwelling units are presumed to exist; but this presumption may be

¹Editor's note(s)—Ord. No. 6638, adopted March 10, 2004, enacted provisions pertaining to licensing of businesses operating rental dwellings units. Ord. No. 6664, adopted May 12, 2004, enacted similar provisions, and has been treated by the editor as superceding Ord. No. 6638, and set out herein as §§ 8-40-010—8-40-210.

rebutted by evidence that the residents of the dwelling share utilities and keys to all entrances to the property and that they: (a) share a single common bathroom as the primary bathroom, or (b) share a single common kitchen as the primary kitchen.

"Lease" means any written or oral agreement that sets forth any and all conditions concerning the use and occupancy of rental dwellings or rental units.

"Occupant" means any person living in, sleeping in, cooking in, or possessing a building or part thereof.

"Operator" means any person who is an owner, is an owner's representative or agent, has charge of, or controls any dwelling or parts thereof.

"Owner" means any person, partnership, firm or corporation who, alone, jointly or severally with others is the title holder of any property upon which a single family dwelling is located. For purposes of the article, owner shall include the titleholder, any employee or agent of the titleholder, a trustee serving for the benefit of any titleholder, a conservator of the estate of any titleholder, or an executor or administrator of the estate of any deceased titleholder.

"Rental housing inspection" means a physical inspection of a dwelling unit performed by a licensed rental housing inspector for the purpose of determining compliance with all required items specified on a rental housing inspection checklist developed by the city manager or his designee based on the requirements of Section 8-40-100, and provided by the city manager or his designee to property owners, tenants, housing inspectors, and the public upon request. The safety inspection is a component of every baseline inspection.

"Rental housing inspector" means an individual approved by the city manager or his designee and licensed by the city to perform inspections under contract to owners or operators of rental housing to determine compliance with this Code section and the provisions of the Codes and Ordinances of the City of Marietta using a form substantially in compliance with Exhibit A attached to Ordinance No. 6664, and to certify compliance with the regulations to the city business license manager as part of the process of licensing rental housing. The city shall maintain a list of approved rental housing inspectors, and the business license manager shall set a maximum fee to be charged by such rental housing inspectors for the services set forth herein.

"Rental property" means all dwellings, dwelling units, and rooming units located within the city and rented or leased for any valuable consideration, but excludes dwellings owned by the federal government, the state government or any of their agencies or political subdivisions and facilities licensed by the state as health care facilities.

"Rooming unit" means a type of housing accommodation that consists of a room or group of rooms for a roomer, arranged primarily for sleeping and study, and that may include a private bath but does not include a sink or any cooking device.

"Sound condition" means freedom from defects that would endanger the health, safety, and welfare of the occupants of the structure, and in good working condition if applicable.

"Supplied" means paid for, furnished, provided by, or under the control of the owner or operator.

B. Words defined in other sections of the Marietta Code have the meanings there expressed if not differently defined by this chapter.

(Ord. No. 6664, 5/12/2004, § 3)

8-40-040 Separate license for each rental property.

A separate license shall be obtained for each and every rental property rented, leased, operated, maintained or carried on by an owner or operator for which a rental license is required by this chapter or other Code section.

(Ord. No. 6664, 5/12/2004, § 4)

8-40-050 Rental license required prior to occupancy and license exemptions.

- A. No operator shall allow any person to occupy any rental property as a tenant or lessee or otherwise for a valuable consideration unless each room or group of rooms, dwelling unit, rooming unit, or group thereof constituting the rental property has been issued a valid rental license by the city.
- B. Buildings, or building areas, described in one or more of the following paragraphs are exempted from the requirement to obtain a rental license from the city.
 - 1. Any dwelling unit occupied by the owner, or members of the owner's family by marriage, adoption, or whole or half blood. All related persons are limited to the spouse, parents, grandparents, and grandchildren, stepchildren, sons, daughters, brothers, sisters or their spouses of the owner.
 - 2. A dwelling unit meeting all of the following conditions:
 - a. The dwelling unit constitutes the owner's principal residence;
 - b. The dwelling unit is temporarily rented by the owner for a period of time no greater than 12 consecutive months in any 24-month period;
 - c. The dwelling unit was occupied by the owner, as a primary residence, immediately prior to its rental;
 - d. The owner of the dwelling unit is temporarily living outside of the City of Marietta; and
 - e. The owner intends to reoccupy the dwelling unit upon termination of the temporary rental period identified in subparagraph b., above.
 - 3. Commercial hotel and motel occupancies which offer lodging accommodations primarily for periods of time less than 30 days.

(Ord. No. 6664, 5/12/2004, § 5)

8-40-060 Local agent required.

Whenever any rental property is required to be licensed under this chapter and neither the owner nor the operator is a natural person domiciled within the State of Georgia, the owner shall appoint a natural person who is domiciled within the State of Georgia to serve as the local agent of the owner and the operator for service of such notices as are specified herein. Notices given to the local agent shall be sufficient to satisfy any requirement of notice to the owner or the operator. The owner shall notify the business license manager in writing of the appointment within five days of being required to make such an appointment, and shall thereafter notify the city manager or his designee of any change of local agent within 15 days of such change.

(Ord. No. 6664, 5/12/2004, § 6)

8-40-070 Initial licensing procedure and duration.

- A. The initial date upon which a operator is required to make application for and obtain a rental license under the provisions of this chapter shall be determined by the location of the rental property for which the license is required, as follows:

Location	Property Application Date	Expiration Date
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(Supp. No. 51)

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Ward 1	April 30, 2004	June 30, 2005
Ward 2	June 30, 2004	December 31, 2005
Ward 3	June 30, 2004	December 31, 2005
Ward 4	June 30, 2004	December 31, 2005
Ward 5	August 31, 2004	March 31, 2006
Ward 6	October 31, 2004	June 30, 2006
Ward 7	December 31, 2004	September 30, 2006

The procedure for the application and the issuance of the initial rental license shall be the procedure set forth in Sections 8-40-080 through 8-40-100 of this chapter.

- B. A rental license issued pursuant to this Code section, except for a temporary rental license conditioned on compliance, shall be effective for two years from the expiration date of the current certificate at time of application or, if no certificate existed at time of application then the license shall expire upon the expiration date set forth in Subsection A., above, regardless of the date of issue. Such rental license shall be renewable every two years upon forms supplied by the business license manager pursuant to Section 8-40-130 of this chapter.

(Ord. No. 6664, 5/12/2004, § 7)

8-40-080 Application form for rental license.

- A. Formal Application Required. Every operator shall submit an application for a rental license to the business license manager for the city.
- B. Content and Form. The application shall be a written statement in affidavit form, to be sworn to by the applicant before a notary public of this state. One application may be submitted for all property in common ownership and under a common operator. The application for the rental license shall be on forms provided by the business license manager and shall include at a minimum the following information:
1. The street address and a general description of the premises for which the certificate is sought.
 2. The name, address and telephone number of the owner, operator and local agent of the rental property.
 3. The name, address and telephone number of the applicant.
 4. The number of rental units in each rental dwelling and current lessee name and number of occupants.
- C. Certificate of Compliance. The operator shall cause an inspection of the property to be conducted at the operator's expense by a rental housing inspector licensed by the city for such work, and cause the inspector to return to the business license manager, in the form provided by a manager attached to Ordinance No. 6664 as Exhibit "A" ("certificate of compliance form"), a certification of inspection showing compliance ("certificate of compliance form") with all of the provisions of the Codes and Ordinances of the City of Marietta, and certify the stove, heating, ventilation, air conditioning and refrigeration systems are functioning properly and safely if any. The certificate of compliance form shall be submitted to the business license manager upon completion and all issues related to compliance (with the certification requirements set forth therein) shall be governed by the SBCCI, 1994 Standard Housing Code, Chapter 3, Minimum Standards for Basic Equipment and Facilities. Provided however that in the event the City of Marietta has issued a certificate of occupancy for a newly constructed residence within 12 months of the requirement of a certificate of compliance, said certificate of occupancy shall be valid as a rental license inspection.

-
- D. Notice. The operator shall take all reasonable steps to notify any occupants of the property of the date of the rental housing licensing inspection. The operator, or an agent of the operator other than the inspector or any tenant of the unit, may be present and accompany the inspector throughout the inspection, unlocking and opening doors as required.
 - E. Business License Fees. The application shall be accompanied by the full payment of the business license fees which shall be on file with the business license manager.
 - F. Inspectors List. The business license manager or his designee shall insure all rental housing inspectors are on the list approved by the city and shall set a maximum fee allowed to be charged for such services.

(Ord. No. 6664, 5/12/2004, § 8)

8-40-090 Inspection of each unit.

An inspection shall be required for each rental property, dwelling or rooming unit sought to be licensed, provided the business license manager, upon written request by the applicant, may determine by random sampling of at least 30 percent of the dwelling or rooming units, whether an apartment house or rooming house containing more than 20 dwelling or rooming units complies with the provisions of this Code section, provided that those units inspected must be representative of the various types and location of units in the dwelling. Provided however, that the city shall accept a "Section 8" housing inspection booklet in lieu of the inspection required hereunder provided same has been inspected within the last 12 months of the inspection required hereunder.

(Ord. No. 6664, 5/12/2004, § 9)

8-40-100 Procedure for issuance and appeal of rental license.

- A. Approval. A rental license shall be issued to an applicant who has complied with the requirements of Section 8-40-080 of this chapter and after the dwelling or unit has been inspected by the rental housing inspector and the certificate of compliance discloses to the satisfaction of the city that the rental property, dwelling or unit complies with all of the provisions of the Codes and Ordinances for the City of Marietta and any additional safety and building codes set forth in the application forms.
- B. Violations. If, as a result of the rental housing inspection, the city manager or his designee determines the rental property fails to comply with any of the provisions of the Codes and Ordinances for the City of Marietta and standard housing codes, the business license manager shall send the operator a correction order in writing and provide the applicant with an opportunity for an administrative hearing under the procedures set forth in Section 8-40-190 of this chapter. Further, the correction order shall include at a minimum the following information:
 - 1. Establish a reasonable time for correcting the violations listed in the correction order; and
 - 2. Notify the applicant of the need to apply for a temporary rental license;
 - 3. Obtain proper permits where major repairs are required.

Prior to the issuance of a permanent rental license by the business license manager, the applicant at its own expense shall cause the rental housing inspector who performed the original inspection to certify in writing the violations listed by the city manager or his designee in the correction order were corrected ("certification letter"). Failure to provide a certification letter within the time period stated in the correction order shall result in the denial of a rental license and revocation of a temporary rental license if granted, as well as other sanctions provided by law or this chapter.

- C. Temporary Rental License.

(Supp. No. 51)

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1. Pending Appeal or Repair Work. The operator of a dwelling where violations of this Code are found to exist may apply to the business license manager for a temporary rental license to allow the operator to appeal from the correction order under the procedures set forth in Section 8-40-190 of this chapter or to allow time to complete any repairs required in the correction order.
 2. Period of Compliance. A temporary rental license conditioned on compliance may be issued by the business license manager, on application, to make available a reasonable time for existing rental property to come into compliance with the provisions of the Codes and Ordinances of the City of Marietta and any standard codes required to be corrected in the correction order. Such temporary rental license shall be issued only:
 - a. By a signed notarized agreement from the operator admitting such violations and agreeing to remove such violations within a reasonable time period agreed to by the business license manager;
 - b. Full payment of the temporary license fee which shall be on file with the business license manager; and
 - c. Only for the period as determined by the business license manager or established by the city manager or his designee, which is reasonably required to remove such violations, which period, if established by the business license manager, shall in no event exceed 120 days.
 3. A temporary rental license conditioned on compliance shall be revoked if it appears that the operator is not correcting the violations in accordance with the established compliance schedule.
 4. A temporary rental licenses shall not be issued for a rental property which the city has declared to be an unsafe building or a structure unfit for human occupancy under the provisions of the Codes and Ordinances of the City of Marietta or the standard housing codes as modified by City ordinance.

(Ord. No. 6664, 5/12/2004, § 10)

8-40-110 Time of rental license expiration.

- A. Every rental license expires upon the earliest of the following dates:
 1. The expiration date on the rental license unless temporary authority to rent is allowed under the provisions of Section 8-40-100 C., temporary rental license;
 2. Thirty days after the date upon which transfer of ownership of the rental property occurs;
 3. The effective date of any order or notice to vacate the rental property issued under any provision of law;
 4. The expiration of the temporary certificate of occupancy for the rental property if a permanent certificate of occupancy has not been issued; or
 5. The revocation of the certificate of occupancy for the rental property.
- B. No operator shall transfer the ownership, or change the local agent, of a rental property for which a rental license is required, without notifying the business license manager of the identity and mailing address of the buyer or new local agent within 15 days after the transfer of the property or change of agent.

(Ord. No. 6664, 5/12/2004, § 11)

8-40-120 Change of rental property ownership, agent, and rental license transfer.

- A. Upon transfer of ownership of the property for which a rental license has been issued and is still current and valid at time of transfer, the new owner shall apply for a transfer of rental license within 30 days after the date of transfer of ownership. The new owner shall complete an application form for transfer of rental license provided by the business license manager and pay a \$10.00 transfer fee.
- B. Nothing contained in this Code section shall affect the validity of any sale, transfer or disposition of any interest in real property.

(Ord. No. 6664, 5/12/2004, § 12)

8-40-130 Rental license renewal procedure for buildings occupied as rental property.

- A. Every operator of a rental property in the city shall follow the procedures set forth in this Code section when filing an application for renewing an unexpired rental license:
 - 1. Certificate of Compliance. Operator shall cause an inspection of the property to be conducted at the operator's expense by a rental housing inspector licensed by the city for such work, and cause the inspector to return to the business license manager, in the form attached to Ordinance No. 6664 as Exhibit "A" ("certificate of compliance form"), a certification of inspection showing compliance with all of the provisions of the Codes and Ordinances of the City of Marietta, and certify the stove, heating, ventilation, air conditioning and refrigeration systems are functioning properly and safely if any. The certificate of compliance form shall be submitted to the business license manager upon completion and all issues related to compliance (with the certification requirements set forth therein) shall be governed by the SBCCI, 1994 Standard Housing Code, Chapter 3, Minimum Standards for Basic Equipment and Facilities, in a form provided by the manager, a certification of inspection showing compliance with all of the provisions of the Codes and Ordinances of the City of Marietta.
 - 2. Notice. Operator shall take all reasonable steps to notify any occupants of the property of the date of the rental housing licensing inspection. The operator, or an agent of the operator other than the inspector or any tenant of the unit, may be present and accompany the inspector throughout the inspection, unlocking and opening doors as required.
 - 3. Business License Fees. The application shall be accompanied by the full payment of the business license fees which shall be provided by the business license manager.
 - 4. Inspectors List. The business license manager or his designee shall insure all rental housing inspectors are on the list approved by the city and shall set a maximum fee allowed to be charged for such services.
- B. Renewal of Rental License. The city shall follow the procedures for issuance and appeal of Rental License set forth in Section 8-40-100 of this chapter when granting or denying an application for renewal of a rental license.

(Ord. No. 6664, 5/12/2004, § 13)

8-40-140 Rental license fees.

In order to defray the costs incident to the administration of this chapter, the city may charge fees to be paid for the reimbursement of the cost incurred for the administering of this chapter.

(Supp. No. 51)

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- A. Applicants for any rental license, and operators who are renewing an existing rental license, shall pay the license fee required by the city to defray costs incident to the administration of this chapter. The business license manager shall have on file the rental license fee that shall be paid upon submission of any rental license application.
 - B. If an operator of rental property reduces the number of dwelling units or rooming units within a rental property, the operator is not entitled to a refund of any fee previously paid.
 - C. The business license manager shall charge no license fee for the following rental dwelling units, so long as such units have also been individually certified to the city manager or his designee as low income rental property by the housing authority of the City of Marietta, and such certification is valid at the time the fee would otherwise be due:
 - 1. Units owned by or leased and operated by the state and federal governments or the housing authority of the city of Marietta;
 - 2. Units covered by an assistance payment contract pursuant to 429 U.S.C. 1437(fb), Lower-income housing assistance - authorization for contracts for assistance payments for existing dwellings.
 - 3. If a housing complex under common ownership operates a fixed number or percentage of units as qualifying units under this subsection, but the individual units occupied by low income tenants vary over time, the license and fee waiver allowed by this subsection shall be applied pro rata to the total amount.

(Ord. No. 6664, 5/12/2004, § 14)

8-40-150 Search warrant.

The municipal judge shall have authority to issue search warrants for searches or inspections of such rental property, dwelling or unit to determine the existence of violations or to enforce the requirements and obligations of this chapter and Code sections. Warrants and searches or inspections made pursuant thereto shall conform to and be governed by the following provisions:

- A. The city manager or his designee may make application for the issuance of a search warrant.
 - 1. The application shall:
 - a. Be in writing;
 - b. State the time and date of the making of the application;
 - c. Identify the property or places to be searched in sufficient detail and particularity that the officer executing the warrant can readily ascertain it;
 - d. State facts sufficient to show probable cause for the issuance of a search warrant to search for violations of the provisions of the Codes and Ordinances of the City of Marietta;
 - e. Be verified by the oath or affirmation of the applicant; and
 - f. Be filed in the Clerk of Marietta Municipal Court.
 - 2. The application shall be supplemented by written affidavits verified by oath or affirmation. Such affidavits shall be considered in determining whether there is probable cause for the issuance of a search warrant and in filling out any deficiencies in the description of the property or places to be searched. Oral testimony shall not be considered.
 - 3. The judge shall hold a nonadversary hearing to determine whether sufficient facts have been stated to justify the issuance of a search warrant. If it appears from the application and any

supporting affidavits that there is probable cause to inspect or search for violations of the provisions of the Codes and Ordinances of the City of Marietta, a search warrant shall immediately be issued to search for such violations. The warrant shall be issued in the form of an original and two copies.

- [4. Reserved.]
5. The application and any supporting affidavits and a copy of the warrant shall be retained in the records of the municipal court clerk.
6. Search warrants issued under this section shall:
 - a. Be in writing and in the name of the issuing authority;
 - b. Be directed to any police or code enforcement officer in the city;
 - c. State the time and date the warrant is issued;
 - d. Identify the property or places to be searched in sufficient detail and particularity that the officer executing the warrant can readily ascertain it;
 - e. Be limited to a search or inspection for violations of this Code section;
 - f. Command that the described property or places be searched and that any photographs of violations found thereof or therein be brought, within ten days after filing of the application, to the judge who issued the warrant, to be dealt with according to law; and
 - g. Be signed by the municipal judge, with his title of office indicated.
7. A search warrant issued under this section may be executed only by a police or code enforcement officer of the city. The warrant shall be executed by conducting the search commanded.
8. A search warrant shall be executed as soon as practicable and shall expire if it is not executed and the return made within ten days after the date of the making of the application.
9. After execution of the search warrant, the warrant with a return thereon, signed by the officer making the search, shall be delivered to the judge who issued the warrant. The return shall show the date and manner of execution and the name of the possessor and of the owner of the property or places searched, when he is not the same person, if known.
10. A search warrant shall be deemed invalid:
 - a. If it was not issued by a judge of the Marietta Municipal Court;
 - b. If it was issued without a written application having been filed and verified;
 - c. If it was issued without probable cause;
 - d. If it was not issued with respect to property or places within the city;
 - e. If it does not describe the property or places to be searched with sufficient certainty;
 - f. If it is not signed by the judge who issued it; or
 - g. If it was not executed within the time prescribed by Subsection 8., of this section.

(Ord. No. 6664, 5/12/2004, § 15)

8-40-160 Unlawful to refuse entry.

It shall be unlawful for any person to refuse entry or access to any unit, dwelling or structure to any person to whom a search warrant has been issued authorizing inspection of said unit, dwelling or structure pursuant to the provisions of this Code section.

(Ord. No. 6664, 5/12/2004, § 16)

8-40-170 City manager or his designee may order premises vacated.

- A. Whenever the city manager or his designee determines that any rental housing is in violation of this chapter, and has caused a summons and complaint requiring the operator to appear in municipal court to answer the charge of violation to issue, and the summons cannot be served upon the operator despite reasonable efforts to do so, or, having been served, the operator has failed to appear in the municipal court to answer the charges or at any other stage in the proceedings, or, having been convicted or entered a plea of guilty or no contest, the operator has failed to satisfy the judgment of the court or any condition of a deferred judgment, then the city manager or his designee may, after 30 days' notice and an opportunity for a hearing to the tenants and the operator, require that the premises be vacated, and not be reoccupied until all of the requirements of the provisions of the rental licenses code have been satisfied and a rental license is in effect. No person shall occupy any premises as a tenant after that person receives actual or constructive notice that the premises have been vacated under this section.
- B. Any notice required by this section to be given to an operator is sufficient if sent by first class or certified mail to the address of the last known owner of the property as shown on the records of the Cobb County Tax Assessors as of the date of mailing and to the local agent. Any notice required by this section to be given to a tenant is sufficient if sent by first class or certified mail to or delivered to any occupant at the address of the premises and directed to "All Tenants."
- C. The remedy provided in this section is cumulative and is in addition to any other action the city manager or other representative of the city is authorized to take.

(Ord. No. 6664, 5/12/2004, § 17)

8-40-180 Administrative remedy.

- A. If the business license manager or his designee finds that a violation of any provision of this chapter exists, the business license manager or his designee, after notice to the operator, may take any one or more of the following actions to remedy the violation:
 - 1. Impose a civil penalty according to the following schedule:
 - a. For the first violation of the provision, \$100.00;
 - b. For the second violation of the same provision, \$500.00; and
 - c. For the third violation of the same provision, \$1,000.00;
 - 2. Revoke the rental license; and
 - 3. Issue any order reasonably calculated to ensure compliance with the provisions of this Code section.
- B. If notice is given to the business license manager by the operator at least 48 hours before the time and date set forth in the notice of hearing on any violation that the violation has been corrected, the manager or a

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representative will reinspect the building. If the manager determines the violation has been corrected, the manager may cancel the hearing.

- C. The business license manager's authority under this section is in addition to any other authority the manager or any other representative of the city has to enforce this chapter, and election of one remedy by the manager shall not preclude resorting to any other remedy as well.
- D. The business license manager or his designee of the City of Marietta is authorized to enforce said Standard Housing Code and may issue citations for violations thereof which citations shall require the presence of the violator to appear in the municipal court on a day and time certain to answer the charges.

(Ord. No. 6664, 5/12/2004, § 18)

8-40-190 Quasi-judicial hearings.

A. Notice of Action.

- 1. The city may not take final administrative action under this chapter unless, before taking such proposed action, the city has given the operator or local agent notice by first class or certified mail, or publication once in a newspaper of general circulation in the city of:
 - a. The proposed action;
 - b. The legal authority under which it is proposed to be taken;
 - [c. Reserved.]
 - d. The opportunity for the operator to submit written data, views, and arguments with respect to such proposed action; and
 - e. The date and location of the hearing and, at least, five days notice of such hearing.

B. Exception for Emergencies.

- 1. The requirements of prior notice and hearing in this section do not apply when the city determines the public health, safety, or welfare requires emergency action pending a hearing. If the city takes emergency action, it shall provide timely notice of the action and shall thereafter provide the notices required by this section, and an opportunity for a post-emergency action hearing to the operator.
- 2. Nothing in this chapter shall be deemed to prohibit the city from ordering interim relief to preserve the status quo pending a hearing.

C. Hearings and Determinations.

- 1. The hearing shall be conducted by the business license manager, an agent or by one or more hearing officers who have not personally determined the factual issues in controversy at the hearing and have no personal financial interest in the outcome of the hearing. In its discretion the business license manager may, but need not, appoint an employee of the city or other person possessing qualifications acceptable to the business license manager as a hearing officer to hear and receive evidence and render a decision on the law and the facts. The hearing officer has all the authority possessed by the business license manager to render decisions. While presiding at a hearing, the business license manager or hearing officer shall determine whether the proposed action comports with the requirements and standards in the applicable provisions of city charter, ordinance, or code or state or federal constitution or law.
- 2. The business license manager or hearing officer has authority to administer oaths and affirmations; sign and issue subpoenas; rule upon offers of proof; compel testimony; receive evidence; dispose of motions relating to the discovery and production of relevant documents and things for inspection,

copying, or photographing; regulate the course of the hearing; set the time and place for continued hearings; fix the time for filing of briefs and other documents; direct the parties to appear and confer to consider simplification of issues, admissions of facts or documents to avoid unnecessary proof, and limitation of the number of witnesses; issue appropriate orders that control the subsequent course of the proceeding; dispose of motions; and control the decorum and conduct of the proceeding.

3. All testimony shall be taken under oath or by affirmation.
4. No person shall fail to comply with the orders of the business license manager or hearing officer at the hearing. Violation of this requirement may be prosecuted in municipal court in the same manner that other municipal offenses are prosecuted.
5. The proceedings of the hearing shall be recorded through tape recording, stenographic, or other verbatim reproduction, and copies of transcriptions of the proceedings shall be available, upon payment of the reasonable costs thereof, to the parties to the hearing.
6. Unless otherwise provided by city charter, ordinance, or code or by state or federal constitution or law, the proponent of an order has the burden of proof, and every party to the proceeding has the right to present such party's case or defense by oral and documentary evidence, to submit rebuttal evidence, and to conduct such cross examination as may be required for a full and true disclosure of the facts. The business license manager or hearing officer may receive all or part of the evidence in written form if the interests of the parties will not be prejudiced substantially and if the hearing will be expedited thereby. The rules of evidence and requirements of proof and procedure shall conform to the extent practicable to those in civil nonjury cases, but when necessary to ascertain facts affecting the substantial rights of the parties to the proceeding, the business license manager or hearing officer may receive and consider evidence not admissible under such rules if such evidence possesses probative value commonly accepted by reasonable and prudent persons in the conduct of their affairs. The person conducting the hearing shall give effect to the rules of privilege required by law, may exclude incompetent and unduly repetitious evidence, and may receive documentary evidence in the form of a copy or excerpt if the copy is authenticated. The business license manager or hearing officer shall use its experience, technical competence, and specialized knowledge in evaluating the evidence presented to it. Parties to the hearing may make objections to evidentiary offers, which shall then be noted in the record. In the absence of objection, the hearings may be conducted informally, and failure to request any procedure shall constitute a waiver thereof.
7. The business license manager or hearing officer may issue a decision at the hearing and shall issue a written decision with findings of fact and conclusions of law, setting forth the grounds of the decision, based on the evidence presented at the hearing. The business license manager shall serve the decision on each party to the hearing by personal service or by mailing by regular mail, to the last address furnished to the business license manager by the party. The decision shall be effective as to such party on the date mailed or on such other date as is stated in the decision.
8. Unless otherwise provided by city charter, ordinance, or code or by state or federal constitution or law, the decision of the business license manager or hearing officer is final subject only to judicial review pursuant to writ of certiorari. No defense or objection may be presented for judicial review unless it is first presented to the business license manager or hearing officer, prior to the decision thereof.

(Ord. No. 6664, 5/12/2004, § 19)

8-40-200 Penalty.

- A. If an ordinance violation citation is issued to the owner and it is determined by the municipal court that this chapter has been violated, the person may be punished by a fine not to exceed \$1,000.00 and/or six months imprisonment. Each day after expiration of the notice shall be considered a separate offense.
- B. Penalties for the first violation of this Code section shall be a minimum fine of \$100.00. The penalty for second violations of the same provisions of this Code sections by the same owner or agent shall be a minimum fine of \$500.00. Third or repeat violations of the same provisions of this Code section by the same owner or agent shall be a minimum fine of \$1,000.00 and/or six months imprisonment.

(Ord. No. 6664, 5/12/2004, § 20)

8-40-210 Disclaimer of liability.

The issuance of a rental license and certificate of compliance is not a warranty or guarantee that there are no defects in the rental property and the City of Marietta in no way assumes responsibility for defects within or without a rental dwelling or unit. The city shall not assume any liability to any person by reason of the inspections required by the ordinance or the code adopted herein or the issuance of a rental license or certificate of compliance.

(Ord. No. 6664, 5/12/2004, § 21)

***ARTICLE S. RESIDENTIAL RENTAL DWELLING UNIT INSPECTION AND
MAINTENANCE PROGRAM***

Sec. 8-2-300. Findings and purpose.

The city council finds and declares that there exist in the city substandard, and/or unsanitary residential rental buildings and dwelling units, the physical conditions, and characteristics of which violate state and local building, housing and sanitation codes and ordinances and render them unfit or unsafe for human occupancy and habitation. These residential rental buildings and units are detrimental to or jeopardize the health, safety, and welfare of their occupants and of the public and serve to seriously compromise the integrity and residential quality of city neighborhoods. It has been observed by city staff performing code enforcement functions that in general the most egregious violations of health and safety codes and negative impacts because of such factors as deferred property maintenance, a proliferation of vehicles attributable to the tenants who rent these properties and the accumulation of excess trash and debris on or about the properties.

The city council further finds and declares that the existence of such substandard residential rental buildings and dwelling units necessitates disproportionate expenditures of public funds for code enforcement and remedial action; impairs the efficient and economical exercise of governmental powers and functions; and disrupts peaceful and quiet enjoyment of residential areas and neighborhoods.

The city council further finds and declares the desire to maintain and safeguard the stock of decent, safe, and sanitary rental housing units in the city through a partnership of owners, tenants, the city, and the community.

The residential rental inspection program required by this section is intended to address the conditions described in the findings and purpose of this section. The purpose of this section is to proactively identify such substandard and unsafe residential buildings and dwelling units and to ensure the rehabilitation or elimination of those buildings and dwelling units that do not meet minimum building code and housing code standards or are not safe to occupy or do not comply with zoning codes. It is intended that structures will be required to be maintained in a safe and sanitary condition at the level consistent with the codes of the period in which they were constructed. However, unpermitted additions and alterations must comply with current codes adopted by the City of Forest Park.

It is not the city's intent to intrude upon the fair and accepted contractual relationship between tenant and property owner. The city does not intend to intervene as an advocate of either party, or to be receptive to the complaints of a tenant or property owner not specifically and clearly relevant to the provisions of this division. In the absence of such relevancy regarding tenant disputes, it is intended that the contracting parties exercise such legal rights as are available to them without the intervention of the city.

The provisions of this article are in addition to, not in lieu of, other applicable standard codes, but not limited to, International Property Maintenance Code, International Building Code, and International Fire Code, as adopted by the city.

(Ord. No. 22-02, § 1(Exh. A), 3-21-2022; Ord. No. 22-09, § 1(Exh. A), 5-16-2022)

Sec. 8-2-301. Definitions.

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

Building inspector means a person inspecting for compliance with the various adopted codes who is a licensed design professional (architect or engineer) or holds one (1) of the following certifications from the International Code Council (ICC): property maintenance and housing inspector, housing rehabilitation inspector, building inspector, building plan examiner or commercial combination inspector.

Building official who shall possess all statutorily mandated certifications to enforce state building and construction codes.

Code compliance certificate means a certificate, substantially similar to the inspection report provided by the city, executed by a certified building inspector and stating compliance with those minimum standards described in the inspection report.

Code enforcement officer who is designated by the City of Forest Park to enforce applicable codes.

Director means the director of planning and community development, or his or her designee.

Excessive littering means the discarding of any rubbish, trash, garbage, debris abandoned personal items, etc., in the common areas of the multi-family rental property that so degrades the appearance of the property that, in view of a reasonable person, detracts from the natural cleanliness or safety and/or exhibits a foul or noxious odor.

Inspection report means the report attached to the code compliance certificate describing minimum requirements for inspection of each unit.

Lease means any written or oral agreement which sets forth all conditions concerning the use and occupancy of single-family rental dwellings or multi-family rental units.

Occupancy means all tenants, lessees and persons residing within a residential rental dwelling unit.

Owner means any person, agent, firm, or corporation having a legal or equitable interest in a premises.

Owner-occupied means any part of a structure used as living quarters by the owner of said structure where other parts of the structure are used as rental units. Example: Two-family dwelling, owner occupies one (1) flat; rooming house, owner occupies one (1) unit. This article exempts buildings with four (4) or fewer units if the owner occupies one (1) of the units.

Premises means any lot or piece of land inclusive of the single-family rental dwelling or multifamily rental unit.

Residential rental dwelling unit shall mean a building or portion of a building that is rented or leased to tenants for residential purposes on a non-transient basis (when one (1) or more tenants reside on the property or rent or lease the property for thirty (30) consecutive days or longer) and which is owned in whole or in part by a property owner. This shall include but not be limited to single-family residences, duplexes, triplexes, apartment houses, townhouse dwellings, condominiums, boarding houses, lodging houses, group homes, rooming houses, single room occupancy units, small ownership units, hotel, and motel units in the City of Forest Park.

Tenant means a legal occupant of any rental unit except for an owner-occupied unit.

(Ord. No. 22-02, § 1(Exh. A), 3-21-2022; Ord. No. 22-09, § 1(Exh. A), 5-16-2022)

Sec. 8-2-302. Self-inspections of residential rental dwelling units.

- (a) Each owner or operator, on behalf of the owner of residential rental dwelling units is required to conduct an annual self-inspection of the interior and exterior of the property on a form provided by the department of planning and community development. The form shall be submitted to the city along with the annual occupation tax certificate application required pursuant to section 8-2-305(a). For multi-family rental complexes, the code compliance certificate shall cover at least twenty-five (25) percent of the units in multi-family rental dwellings, provided all units shall be inspected, at a minimum, every four (4) years. All units inspected shall be listed individually on the code compliance certificate submitted to the city by the certified building inspector. Furthermore, exterior, and common area inspections shall cover at least fifty (50) percent of the buildings, provided all buildings shall be inspected, at a minimum, every two (2) years. All units inspected shall be listed individually and submitted to the city by the building inspector.
- (b) Failure to provide the code compliance certificate as provided herein shall be a violation of this article and is subject to those penalties contained in section 1-1-8.
- (c) Further, said failure, upon a judicial determination, shall be a condition constituting probable cause, and may subject said dwelling units to inspection by the city building official and/or the city fire marshal at a fee as determined by the city council that covers all costs of such inspection by the city. Said inspection by the city, if required, shall be at a sole cost of the owner and failure to pay said cost shall result in a lien being placed on the premises as provided for collection of taxes.
- (d) If code violations are observed during such inspection, reinspection fees will apply at the time of the re-inspection. The fees are the sole responsibility of the property owner(s). Upon inspection of such dwellings or units, should a building inspector determine that further work is necessary to comply with the minimum standards set forth in the in this Code, an acceptable plan shall be submitted to the building official outlining the time and scope of work necessary to bring the units into compliance. If such plan is accepted by the building official as reasonable and justified, an extension may be granted for up to one year for completion of repairs and compliance with this section. No extension shall be granted if life safety issues are involved, and any such units shall not be leased until brought into compliance. Failure to comply with the accepted plan shall be a violation of this section and is subject to those penalties contained in section 1-1-8 of this Code.
- (e) If an inspection is scheduled and entry is thereafter refused or cannot be obtained, the inspector shall have recourse to every remedy provided by law to secure lawful entry and inspect the premises.
- (f) Notwithstanding the foregoing, if the inspector has probable cause to believe that the residential rental dwelling unit is so hazardous, unsafe, or dangerous as to require immediate inspection to safeguard the public health or safety, the inspector shall have the right to immediately enter and inspect the premises and may use any reasonable means required to affect the entry and make an inspection.

(Ord. No. 22-09, § 1(Exh. A), 5-16-2022)

Ord. No. 22-09, § 1(Exh. A), adopted May 16, 2022, repealed the former § 8-2-302, and enacted a new § 8-2-302 as set out herein. The former § 8-2-302 pertained to residential rental dwelling unit inspection program registration and derived from Ord. No. 22-02, § 1(Exh. A), adopted March 21, 2022.

Sec. 8-2-303. Inspection standards.

- (a) In addition to any other requirements, interior inspections shall be conducted to ensure compliance with the Forest Park International Property Maintenance Code, NFPA 101 (Life Safety Code, existing provisions), the International Fire Code and other referenced standards contained therein as listed in the checklists as published by the Building Safety Division, Georgia Department of Community Affairs.

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- (b) Exterior inspections shall be conducted to ensure compliance with the Forest Property Maintenance Code, NFPA 101 (Life Safety Code, existing provisions), the International Fire Code and other referenced standards contained therein as listed in the checklists as published by the Building Safety Division, Georgia Department of Community Affairs.
 - (c) Excessive littering on the multi-family rental property shall be a violation, and a warning to the owner and /or manager shall be given to clean-up same. If the excessive littering has not been cleaned up within three (3) days of the date for the official warning. A code enforcement officer shall cite the owner and/or manager with a violation. Each day thereafter shall be cause for an additional citation for violation until such time as "excessive littering" is cleaned up.
 - (d) Penalty for false certification and false inspection.
 - (1) An owner who knowingly participates in furnishing a code compliance certificate to the city which contains a false certification that any residential rental dwelling unit inspected is in compliance with those standards contained in the code compliance certificate shall be guilty of a violation of this Code for each residential rental dwelling unit for which the certification is shown to be false and can be fined as provided by this Code for each violation.
 - (2) A certified building inspector who furnishes an inspection report which knowingly contains fraudulent information that a residential rental dwelling unit meets the minimum housing standards of the city as shown by the inspection report provided by the building safety division shall be guilty of a violation of the City of Forest Park Code of Ordinances for residential rental dwelling unit for which the code compliance certificate is shown to be false and can be fined by the court for each violation. In addition, the certified building inspector's right to submit inspection reports to the city shall be suspended for a stated period, up to five (5) years.

(Ord. No. 22-09, § 1(Exh. A), 5-16-2022)

Ord. No. 22-09, § 1(Exh. A), adopted May 16, 2022, repealed the former § 8-2-303, and enacted a new § 8-2-303 as set out herein. The former § 8-2-303 pertained to inspections—single-family residential rental dwelling units and derived from Ord. No. 22-02, § 1(Exh. A), adopted March 21, 2022.

Sec. 8-2-304. Record keeping.

Each owner and the department of planning and community development shall keep a written record of all inspections for each unit including the date of the inspection, items inspected and all violations, if any, observed. Such records shall be presented to the city within ten (10) business days after such request is made in writing to the inspector. Failure to provide such records shall nullify the code compliance certificate for those units.

(Ord. No. 22-09, § 1(Exh. A), 5-16-2022)

Ord. No. 22-09, § 1(Exh. A), adopted May 16, 2022, repealed the former § 8-2-304, and enacted a new § 8-2-304 as set out herein. The former § 8-2-304 pertained to inspections—Multi-family rental units and derived from Ord. No. 22-02, § 1(Exh. A), adopted March 21, 2022.

Sec. 8-2-305. Residential rental dwelling owners subject to occupation tax.

All owners of rental dwelling units within the city that receive income from renting units shall be subject to occupation tax required by title 3, chapter 3 of this Code.

(Ord. No. 22-09, § 1(Exh. A), 5-16-2022)

Ord. No. 22-09, § 1(Exh. A), adopted May 16, 2022, repealed the former § 8-2-305, and enacted a new § 8-2-305 as set out herein. The former § 8-2-305 pertained to residential rental dwelling unit inspection program annual registration and licenses fees and derived from Ord. No. 22-02, § 1(Exh. A), adopted March 21, 2022.

Sec. 8-2-306. Certified building inspector requirements.

From time to time the City of Forest Park may require the assistance of licensed third-party inspectors. All inspectors wishing to submit or participate in the residential rental dwelling unit inspection and maintenance program evaluation program must comply with the following requirements:

- (1) The inspector must be a licensed design professional (architect or engineer) or hold one (1) of the following certifications from the International Code Council (ICC): Property maintenance and housing inspector, housing rehabilitation inspector, building inspector, building plan examiner or commercial combination inspector.
- (2) The inspector must submit a copy of his or her business license and applicable certification to the city to be placed on an approved inspector list prior to inspecting any rental unit.
- (3) The inspector must meet with the building official or the code compliance official upon approval prior to performing any services to comply with this section.
- (4) Mandatory meetings will be called by the city which all inspectors participating in the program must attend. Ample notice will be provided by the city of no less than two (2) weeks.
- (5) The inspector must provide an inspection report or a certificate, similar to the inspection report provided by the city, executed by a certified building inspector and stating compliance with those minimum standards described in the inspection report. The inspector must sign and date the report upon completion.

(Ord. No. 22-02, § 1(Exh. A), 3-21-2022; Ord. No. 22-09, § 1(Exh. A), 5-16-2022)

Sec. 8-2-307. Nuisances.

Nothing in this article shall be construed to impair, limit, or preempt in any way the power of the city to enforce any applicable codes, as defined in state law, or to define or declare nuisances and to compel or cause their removal or abatement by summary proceedings or otherwise under the provisions of title 11, chapter 2 of this Code.

Sec. 8-2-308. Retaliatory eviction.

It shall be unlawful for a property owner to recover possession of a residential rental dwelling unit in retaliation against a tenant for exercising his or her right to file a complaint with the city advising that a building, housing or sanitation code or ordinance violation or permit violation may exist on the property.

(Ord. No. 22-02, § 1(Exh. A), 3-21-2022; Ord. No. 22-09, § 1(Exh. A), 5-16-2022)

Sec. 8-2-309. Change of ownership.

When ownership of a residential rental dwelling unit changes, either the prior owner shall notify the director of this event prior to the consummation of the sale or recordation of an instrument of conveyance with the Clayton County recorder's office or the new owner within sixty (60) days after consummation of the sale or recordation of an instrument of conveyance with the Clayton County recorder's office. If the director is not so notified, the existing rental housing inspection certification for the residential rental dwelling unit shall

automatically terminate and be null and void. The new owner will not have to pay the program fees until the following calendar year, provided all fees were paid by for the residential rental dwelling unit.

(Ord. No. 22-02, § 1(Exh. A), 3-21-2022)

Sec. 8-2-310. Regulations nonexclusive.

The provisions of this section regulating residential rental dwelling units are not intended to be exclusive and compliance with this section shall not excuse noncompliance with any other applicable provision, requirement, or regulation of this code or any applicable state and federal law. Nothing in this section shall limit or preclude inspection conducted by the fire department inspectors for compliance with fire codes.

(Ord. No. 22-02, § 1(Exh. A), 3-21-2022; Ord. No. 22-09, § 1(Exh. A), 5-16-2022)



CITY OF FOREST PARK

Department of Planning & Community Development
785 Forest Parkway
Forest Park, Georgia 30297
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Residential Rental Dwelling Unit Inspection and Maintenance Program FAQ

Why is the program necessary? This program is designed to proactively identify blighted, deteriorated, and substandard rental housing stock and to ensure the rehabilitation or elimination of such housing that does not meet minimum standards. These standards address not only life, health, and safety issues but also the results of deferred or inadequate maintenance.

What defines a property as being a rental property? Rental property includes the following: single-family dwellings, duplexes, apartments, town homes, condominiums, and hotel and motel units which are leased, rented, or occupied by a person or persons other than the owner. This does not include short-term rentals where a residential dwelling unit is provided for lodging for a period of time not to exceed thirty (30) consecutive days.

Are there any exceptions? No.

How does the city determine a property is a rental? The Clayton County Tax Assessor's Office provides the city with ownership information each month. The most recent set of records will be used to determine the rental properties based on the following: 1) The property address is different than the owner's mailing address and/or 2) There is no Homeowners Tax Exemption filed with the Assessor's Office.

Who is responsible for obtaining a business license? The property owner is responsible for completing the business license application annually and maintaining a business license separate and apart from obtaining and maintaining a Certificate of Compliance for the Rental Housing Inspection Program Certificate of Compliance.

Is there a fee charged for a business license? Yes, each person engaged in any property rental/leasing business in the City of Forest Park, Georgia shall pay to the city a non-prorated, nonrefundable administrative fee of \$150.00 and occupation tax for such property.

What is occupational tax? Occupational tax is a tax levied, assessed, and collected on persons for engaging in properties for revenue raising purposes. The occupation tax amount shall be determined by the sum of two (2) components: 1) A nonrefundable annual administrative fee and 2) An amount to be determined by applying tax rates as determined by the gross receipts of the business.

How is occupational tax calculated? The occupational tax is based upon Gross Receipts of the property, in profitability ratios of the tax class 5 for Real Estate and Rental/Leasing, which has a tax rate of \$1.10 per \$1,000.

How often will a rental unit need to be inspected? Single-Family Residential Rental Units- An annual self-inspection is required to be conducted on the interior and exterior of the property. All units are subject to inspection by a Certified Housing Inspector upon probable cause that code violations may exist.

Multi-Family Rental Units- Each owner shall submit a code compliance certificate annually with their business license renewal. The code compliance certificate shall cover at least 25 percent of the units in multi-family rental dwellings, provided all units shall be inspected, at a minimum, every four years. Exterior and common area inspections shall cover at least 50 percent of the buildings provided all buildings shall be inspected, at a minimum, every two years. The date of the issuance of the Certificate of Rental Inspection Compliance will become the anniversary date of the re-inspection.



CITY OF FOREST PARK

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Is the property owner required to be present during the inspection? The property owner or their designated representative must be present during inspections. It is the responsibility of the property owner to inform the tenants of impending inspections and to provide access.

Will tenants be allowed to attend the inspections? Both tenants and the property owners are encouraged to be present during the inspections. Informational exchanges are critical to the success of the program.

How much time will be given to the property owner or agent to make corrections found to be unsatisfactory during the inspection? The property owner or agent will be given between one (1) and thirty (30) days to make corrections, depending on the nature and severity of the correction and/or violation.

Who will be performing the inspections? A Certified Housing Inspector will perform all scheduled inspections.

What preparations should be made involving animals prior to inspections? All pets should be confined or restrained in such a way as to eliminate any possibility of attack or escape during the inspection process.

When a property passes an inspection and a complaint is made after the fact, will I have to go through the Residential Rental Inspection Program again? Complaints received after completion of a successful inspection are referred to the Code Enforcement Officer. If a valid internal or external violation surfaces after a "Certificate of Compliance" has been issued, the owner will be required to abate the specific violation in order to remain in compliance.

Does the inspection take place both inside and outside of the residence? Yes. The annual self-inspection requires inspection of both the inside and outside of the residence. Inspection of the inside and outside of the residence may also be conducted by a Certified Housing Inspector upon complaint by tenant or probable cause that code violations may exist.

Will my older building be forced to comply with today's more stringent construction codes? No, your building is required to be maintained at a level consistent with the codes of the period in which it was constructed. However, construction improvements must coincide with the current codes as adopted by the City of Forest Park.

Do all units require smoke detectors? Installed battery-operated smoke detectors are required in each sleeping room, each hallway adjacent to the sleeping rooms, and at each floor level.

Is the property owner required to obtain permits for minor repair work? Repair work normally requiring permits will still require permits. However, many items usually noted for repairs are exempt from permits.

What if during an interior inspection an Inspector observes illegal substances or activities? It is not the intent of the Certified Housing Inspector to impose upon the individual right to privacy of tenants or owners. However, Officers are required to report cases of possible child endangerment or abuse, animal cruelty or neglect, and situations which pose an immediate health and safety risk to the public.

What if the property owner ignores their required participation in the program? Pursuant to the Forest Park Municipal Code, any person who violates any provision of this Ordinance, or who fails to comply with any obligation or requirement of this Ordinance, is guilty of a misdemeanor unless the offense is charged as an infraction by a prosecuting attorney.