

CITY COUNCIL
LESLIE MCPHERSON, MAYOR
ANA MCCOY, MAYOR PRO TEM
SHIRLEY MARCHMAN
MATTHEW MOMTAHAN
STEPHANIE WARMOTH
DANNY CARTER

City of Villa Rica



INT 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

MAYOR & COUNCIL MEETING AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street

March 11, 2025 | 6:00 PM

Meeting Call to Order (Mayor Leslie McPherson)

Invocation (Nic Griffin, Building Development Director)

Pledge of Allegiance (Officer Christopher Powell, VRPD)

Ceremonial Presentations (Mayor & Council)

- Georgia School Board Appreciation Week (Mar 17th – 21st)
- 10 Years of Service Recognition - Vonnie Deming (Library)
- 10 Years of Service Recognition - Katie Godrey (Finance)
- 10 Years of Service Recognition - Nic Griffin (Building Development)

Adoption of the Agenda (Mayor Leslie McPherson)

Public Comment (We ask that you sign in for Public Comment before the meeting begins. Please state your Name and Address for the record and limit your comments to three minutes.)

Council Updates (Subjects of General Interest and Concern)

Consent Agenda (Mayor Leslie McPherson)

The Consent Agenda is a single item that encompasses all things the City Council would normally approve with little comment. Each of these items were discussed at the Council Work Session, and it was the unanimous consensus of the Governing Body to place the following items on the Consent Agenda.

1. Intergovernmental Agreement with Douglas County & Douglas County Tax Commissioner
2. Intergovernmental Agreement with Douglas County for Elections
3. Fairway 17 Final Plat
4. July 3rd Fireworks Display
5. Engineering Services Agreement
6. Resolution and Letter of Support for Senior Housing Development (GICH)

A. Governing Body (Mayor Leslie McPherson)

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. Approval of January 14, 2025 Regular Meeting Minutes
2. Approval of February 4, 2025 Work Session Minutes
3. Approval of February 4, 2025 Special Called Meeting Minutes
4. Approval of February 11, 2025 Regular Meeting Minutes
5. Board of Ethics Appointments (Kevin Drummond, City Attorney)

B. Public Works Hal Burch, Director

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

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

1. Purchasing Ordinance Updates (Jennifer Hallman, CFO, Interim Deputy City Manager)
2. Financial Update: January 2025 (Jennifer Hallman, CFO, Interim Deputy City Manager)

D. 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)

City Manager's Report (Interim City Manager, Diana DeSanto)

- March 2025 Update

E. Executive Session (Kevin Drummond, City Attorney)

1. Meeting to discuss or vote to authorize the ordering of an appraisal related to the acquisition or disposal of real estate as provided in Georgia Code section 50-14-3(b)(1)(C).

Adjournment (Mayor Leslie McPherson)

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A Proclamation School Board Appreciation Week

WHEREAS: The education of Villa Rica's children is the key to our community's continued prosperity and success; and

WHEREAS: For Villa Rica to continue to grow, we must commit to our city's students by providing high academic standards, trained teachers and staff, and adequate resources to all schools; and

WHEREAS: Citizens serving on school boards have demonstrated a strong commitment to quality public education by securing necessary resources, promoting academic standards, and fostering partnerships within our community; and

WHEREAS: Villa Ricans elected to the Board of Education collaborate with the school system, parents, businesses, and community leaders so that students can become educated, productive members of our city; now

THEREFORE: I, Leslie McPherson, Mayor of the City of Villa Rica, Georgia, do hereby proclaim March 10th - 14th, 2025, as School Board Appreciation Week in Villa Rica.

Witness My hand this 11th day of March, 2025

Shirley Marchman, Council Member Ward 1

Matthew Momtahan, Council Member Ward 2

Mayor Leslie McPherson

Stephanie Warmoth, Council Member Ward 3

Anna McCoy, Council Member Ward 4

Danny Carter, Council Member Ward 5



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:
R. P. Wath
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

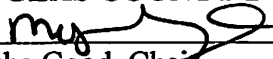
DOUGLAS COUNTY, GEORGIA

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

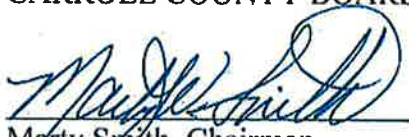

James Gamble, Chairman

Approved by:

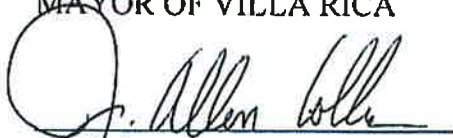
DOUGLAS COUNTY BOARD OF COMMISSIONERS


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
\$0.00	0	\$0.00	0		0
<u>\$124.00</u>	<u>2</u>	<u>\$120.00</u>	<u>5</u>		

[illegible]

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
<u>TOTAL</u>			

[illegible]

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
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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	
\$0.00	0	\$0.00	0	0	
<u>\$124.00</u>	<u>4</u>	<u>\$120.00</u>	<u>7</u>		

[illegible]

Precinct	Poll Managers	Poll Manager Pay	Assistant Managers
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Beulah	0	\$356.00	0
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Church @ Chapel Hill	0	\$356.00	0
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Chapel Hill Middle	0	\$356.00	0
Chestnut Log	0	\$356.00	0
Lutheran	0	\$356.00	0
Boundary Waters	0	\$356.00	0
<u>TOTAL</u>			

[illegible]

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



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.

surveynew-th.ctb i:\projosurv\2021\21070 mirror lake fairway 16-17.dwg 21070-fairway 17 final plot.dwg

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 EASEMENTS, AND PUBLIC PLACES ARE DEDICATED TO THE USE OF THE PUBLIC IN PERPETUITY.

OWNERDATE

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. Cannington01/24/2025

JAMES A. CANNINGTONDATE:
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 DIRECTORDATE

PLANNING COMMISSIONDATE

MAYORDATE

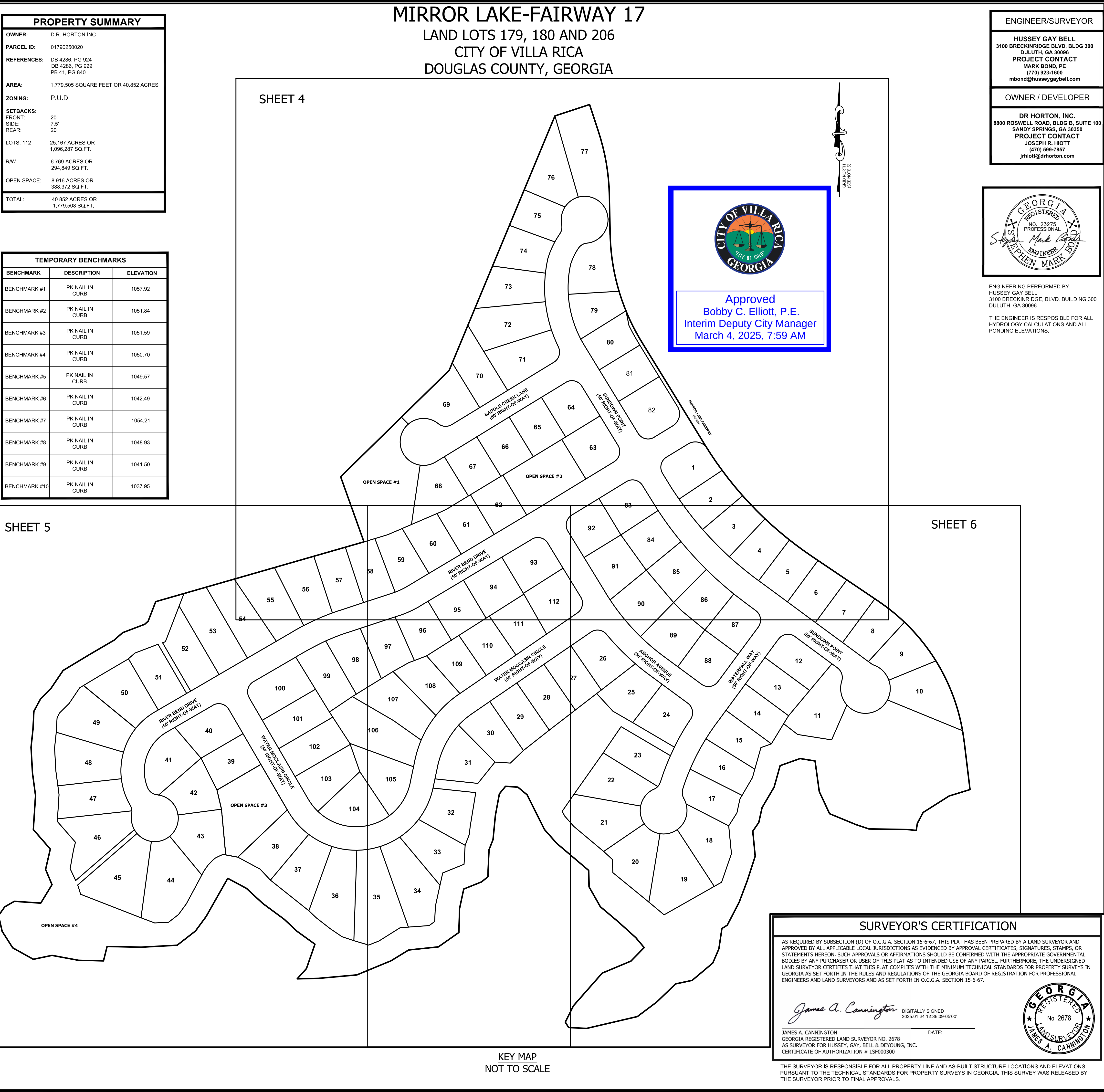
ZONING STIPULATIONS

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 sf minimum.
 - Two-story Plan = 2,500 sf 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

3



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.

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

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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

surveynew-th.ctb i:\aprosurv\2021\2070 mirror lake fairway 16-17.dwg 2/10/2020 mirror lake fairway 17 final plot.dwg

THIS BLOCK RESERVED FOR THE CLERK OF
SUPERIOR COURT.

GENERAL NOTES

- 1) 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.
- 2) HORIZONTAL AND VERTICAL CONTROL WAS ESTABLISHED WITH AN eGPS T120 GPS RECEIVER; GROUND MEASUREMENTS WERE OBTAINED USING A 5 SECOND TRIMBLE S5 ROBOTIC TOTAL STATION.
- 3) THE FIELD DATA UPON WHICH THIS MAP OR PLAT 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.
- 4) THE MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN THE RATIOS SHOWN ON THE LOT AREA AND CLOSURE TABLE.
- 5) THE HORIZONTAL DATUM IS NAD 83 (2011), GEORGIA WEST ZONE. ALL DISTANCES SHOWN ARE GROUND DISTANCES.
- 6) 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.
- 7) 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.
- 8) THE SITE CONTAINS 40.852 ACRES AND HAS 112 LOTS.
- 9) 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 (SFHA'S) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD - BASE FLOOD ELEVATIONS DETERMINED". THE F.I.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.

- 11) 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.

- 12) 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.

- 13) 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.

- 14) 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 NOT LOCATED WITHIN THE STREET RIGHT-OF-WAY ARE THE RESPONSIBILITY OF THE INDIVIDUAL PROPERTY OWNER TO MAINTAIN.

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 IMPEDE 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.

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	478 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	9,632 SQ.FT.	0.198 AC.	1,152,632
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	8,936 SQ.FT.	0.205 AC.	1,52,067
LOT 24	9,287 SQ.FT.	0.213 AC.	1,39,279
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.	1,135,586
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	10,618 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.	0.186 AC.	1,59,473
LOT 40	9,290 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.	0.195 AC.	1,84,311
LOT 86	8,580 SQ.FT.	0.197 AC.	140,427
LOT 87	8,688 SQ.FT.	0.199 AC.	143,671
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.	1,69,732
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	9,260 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.	1,127,804
LOT 104	9,827 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.	1,149,489
ROW	294,349 SQ.FT.	6.796 AC.	1,166,665
TOTAL	1,779,508 SQ.FT.	40.881 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 5°59'28" E	37.23'
L5	S 06°51'54" E	1103.89'
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°00'12" W	19.12'
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 80°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°39'55" 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 87°02'07" W	38.14'
L35	N 11°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 01°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 05°32'54" W	51.67'
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 81°48'59" 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°18'55" W	47.51'
L71	N 63°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	N 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°03'48" W	54.72'
L94	N 05°56'20" E	39.75'
L95	N 02°51'50" E	37.31'
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	64.82'
L100	N 59°54'33" E	61.78'
L101	N 48°50'56" E	24.16'
L102	N 69°05'17" E	50.27'
L103	N 48°06'01" E	10.16'
L104	N 21°09'51" E	44.45'
L105	N 12°51'11" E	34.42'
L106	S 65°25'10" W	0.85'
L107	S 62°37'22" W	7.82'
L108	S 49°33'03" W	7.48'
L109	S 43°36'54" W	14.55'
L110	S 34°45'46" W	16.28'
L111	S 25°45'46" W	8.78'
L112	N 05°12'06" E	1.73'
L113	N 05°12'06" E	1.73'

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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 3, 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 3, 1999 AT 11:14 A.M., RECORDED IN DEED BOOK 1229, PAGE 470, 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, 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 FEBRUARY 27, 2000 AT 3:19 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 228, 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 28, 2000 AT 12:36 P.M., RECORDED IN DEED BOOK 1336, PAGE 908, 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 28, 2000 AT 1:43 P.M., RECORDED IN DEED BOOK 1368, PAGE 985, 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 MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED AS OF NOVEMBER 13, 2000 AT 1:43 P.M., RECORDED IN DEED BOOK 1388, PAGE 985, 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 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 1426, 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 7:45 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 1481, 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 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 MIRROR LAKE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, 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 1597, PAGE 129, 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 28, 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 SUPPLEMENTARY 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 1997, 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 2098, PAGE 474, 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 569, 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 15, 2005, FILED FOR RECORD APRIL 15, 2005 AT 12:00 NOON, RECORDED IN DEED BOOK 2139, PAGE 248, 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 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 29, 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 22, 2006 AT 2:40 P.M., RECORDED IN DEED BOOK 2396, 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 991, 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 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 995, 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 999, AFORESAID RECORDS; AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTAL DECLARATION FOR SOUTHWOODS PHASE II-B AT MIRROR LAKE BY AND BETWEEN FAIRGREEN CAPITAL, L.P., 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 228, AFORESAID RECORDS; AS FURTHER AFFECTED 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 2998, 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 AS OF JUNE 6, 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 6, 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 3237, 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 12:30 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 3370, 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, FAMILY STATUS, OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (a) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (b) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS



Approved
Bobby C. Elliott, P.E.
Interim Deputy City Manager
March 4, 2025, 7:59 AM

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.

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

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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 BOODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS SURVEY 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
JAMES A. CANNINGTON
GEORGIA REGISTERED LAND SURVEYOR NO. 2678
AS SURVEYOR FOR HUSSEY, GAY, BELL & DEVOLUNG, INC.
CERTIFICATE OF AUTHORIZATION A LSF000300

01/24/2025
DATE:



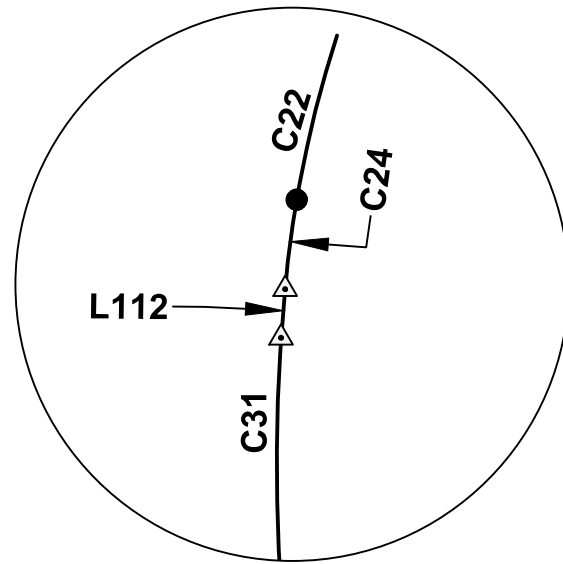
Project No. 21070
Drawn By: DTW
Checked By: JAC

Sheet Number

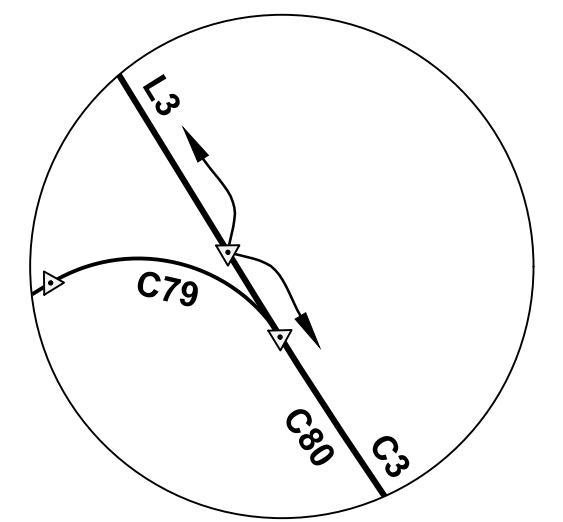
3 of 6

THIS PLAT WAS RELEASED BY THE SURVEYOR PRIOR TO FINAL APPROVALS.

THIS BLOCK RESERVED FOR THE CLERK OF
SUPERIOR COURT.



INSET #1
(NOT TO SCALE)



INSET #2
(NOT TO SCALE)

N/F
SILVERLINE GOLF GROUP, LLC
PARCEL 01790250017
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.



Approved
Bobby C. Elliott, P.E.
Interim Deputy City Manager
March 4, 2025, 7:59 AM

GRID NORTH
(SEE NOTE 5)

LL
206

LL
179

LL
206

LL
179

APPROXIMATE LOCATION
LAND LOT LINE

APPROXIMATE LOCATION
LAND LOT LINE

GRAPHIC SCALE



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.

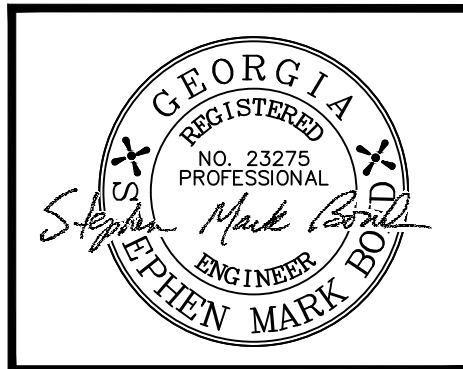
James A. Cannington

01/24/2025

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

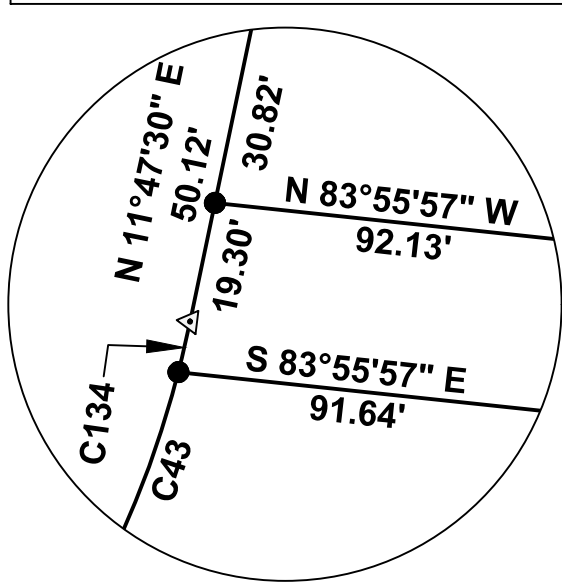
FINAL SUBDIVISION PLAT FOR:
MIRROR LAKE-FAIRWAY 17
LOCATED IN LAND LOTS 179, 180 AND 206 OF THE 2ND DISTRICT,
5TH SECTION, CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

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

Sheet Number

4 of 6

THIS BLOCK RESERVED FOR THE CLERK OF SUPERIOR COURT.

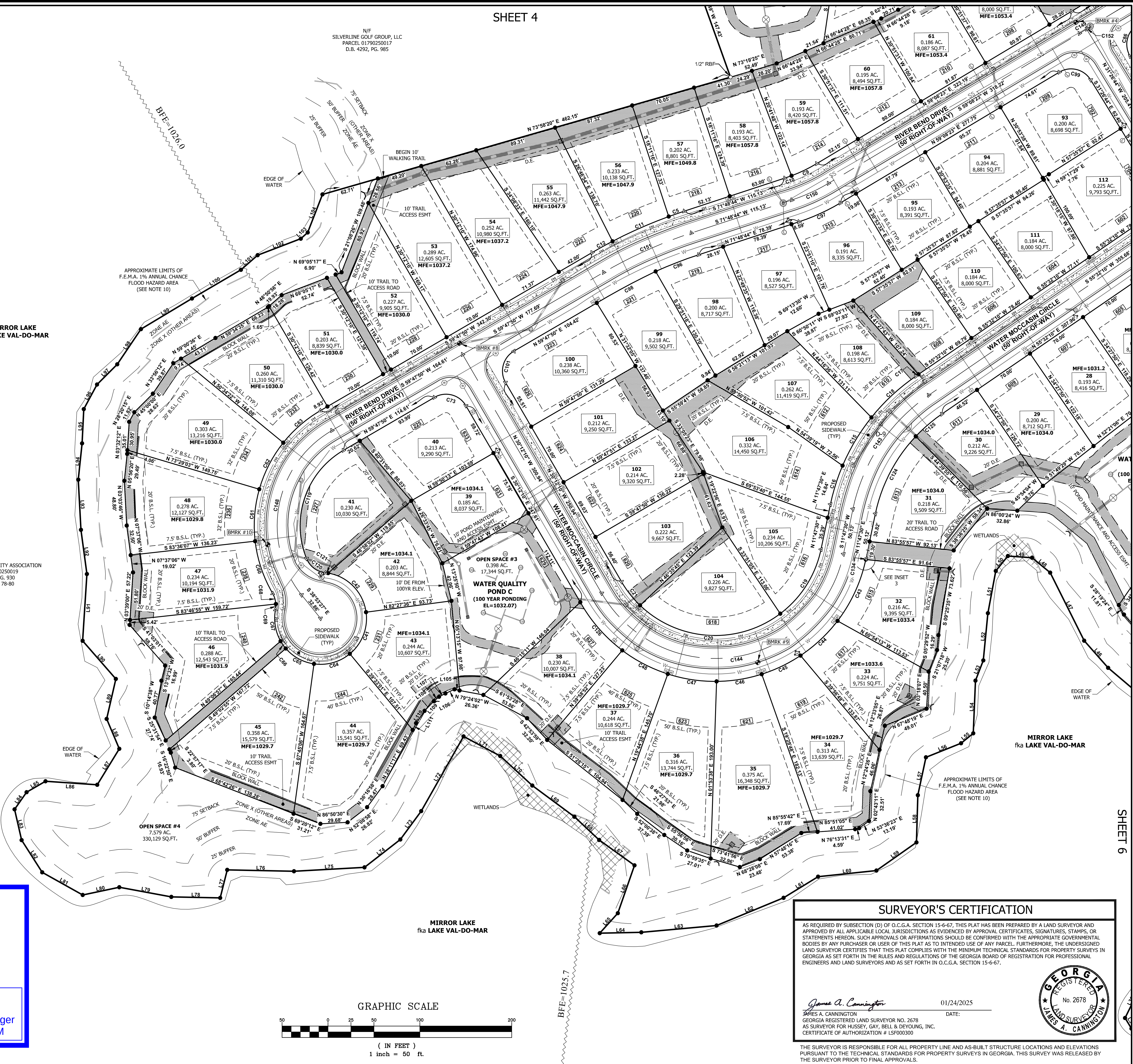


INSET #3
(NOT TO SCALE)

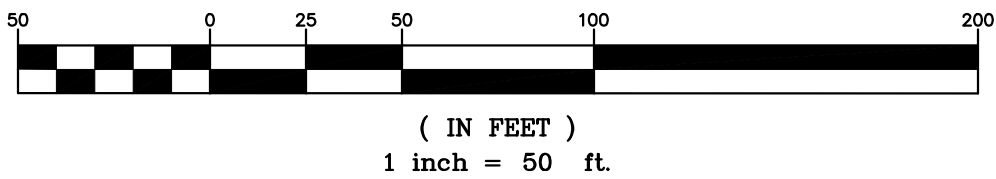
MIRROR LAKE
fka LAKE VAL-DO-MAR

N/F
MIRROR LAKE COMMUNITY ASSOCIATION
PARCEL 01790250019
D.B. 1729, PG. 930
P.B. 29, PG. 78-80

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



GRAPHIC SCALE



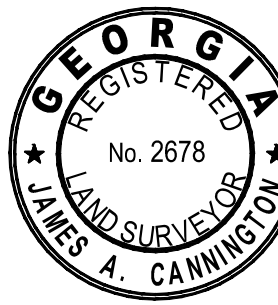
SURVEYOR'S CERTIFICATION

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
JAMES A. CANNINGTON
GEORGIA REGISTERED LAND SURVEYOR NO. 2678
AS SURVEYOR FOR HUSSEY, GAY, BELL & DEYOUNG, INC.
CERTIFICATE OF AUTHORIZATION # LS000300

01/24/2025

DATE:



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 herein and no certification extends to any unnamed parties.

No.	Date	By	DTW	01-24-2025
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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



(IN FEET)
1 inch = 50 ft.

L.L.
180

L.L.
180

6 of 6

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

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

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
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
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. RUNDSEKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundseken
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.

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-Fact



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. RUNDGREN
 NOTARY PUBLIC
 CONNECTICUT
 MY COMMISSION EXPIRES
 APRIL 30, 2024

Maria C. Rundgren
 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.

Vincent P. Forte
 Vincent P. Forte



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

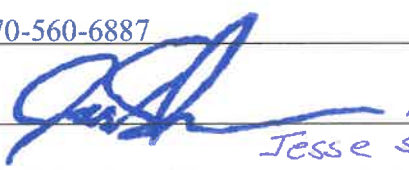
Physical Company Address: 115 N 1ST STREET, LAFOLLETTE, TN 37766

Contact Person: RICK LAMBRIGHT

E-mail Address: r.lambright@pyroshows.com

Phone Number: 800-662-1331

Cell Phone #: 770-560-6887

Signature:  President Date: 2/14/2025
Jesse Salveson

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

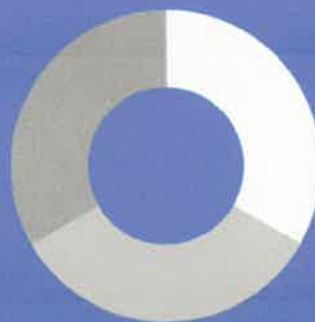


LICENSED PYROTECHS



SAFETY COMPLIANCE

PYROTECH SAFETY CREDENTIALS



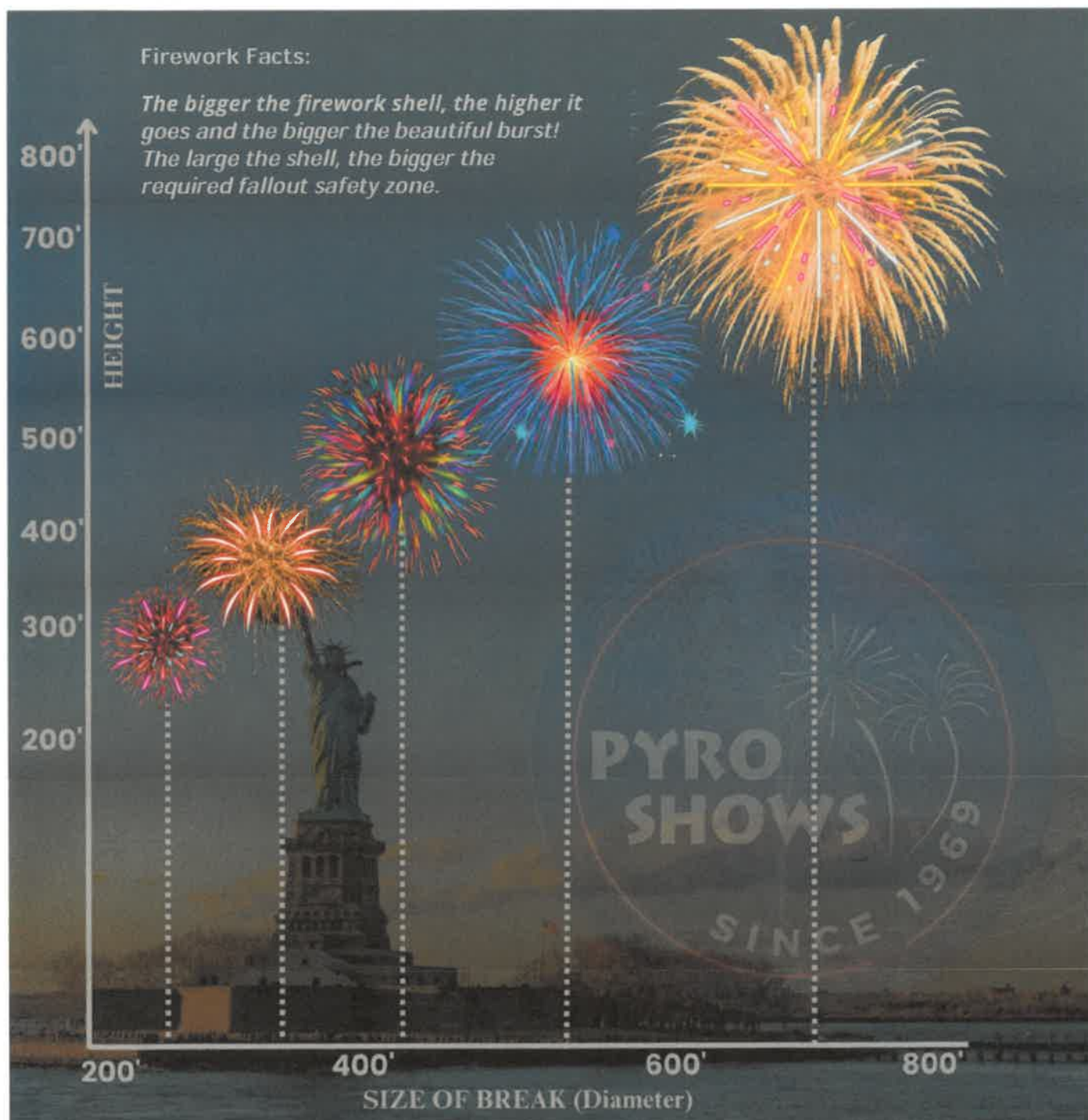
- STATE LICENSED
- CURRENT CE HOURS
- ATF CLEARANCE



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.

 Brocade Crown Bright sparkling comets leaving bright gold tails.	 Eruption Candles Multiple shots fired from one device displaying a beautiful fan effect.	 Peacock w/ Thunder Fast-paced and very loud attention grabbing results.	 Color Tail to Silver Glitter Willow Colored comets that break into glittery willow tree effects.	 Mixed Color Chrys Spherical break of multicolored stars that leave a visible trail.
 Multicolor Umbrella Bright tri-color bursts and effects are bold and lingering.	 Splendid Silver Tail Comets of bold hues of red, blue and silver.	 Peachblow w/ Lemon Tail Yellow and pink comets that sweep lively back and forth.	 Assorted Salute Salutes are the noise in the grand finale. Very loud and enhance excitement.	 Red, White, Blue Peony Spherical break of yellow, pink, and orange stars.

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

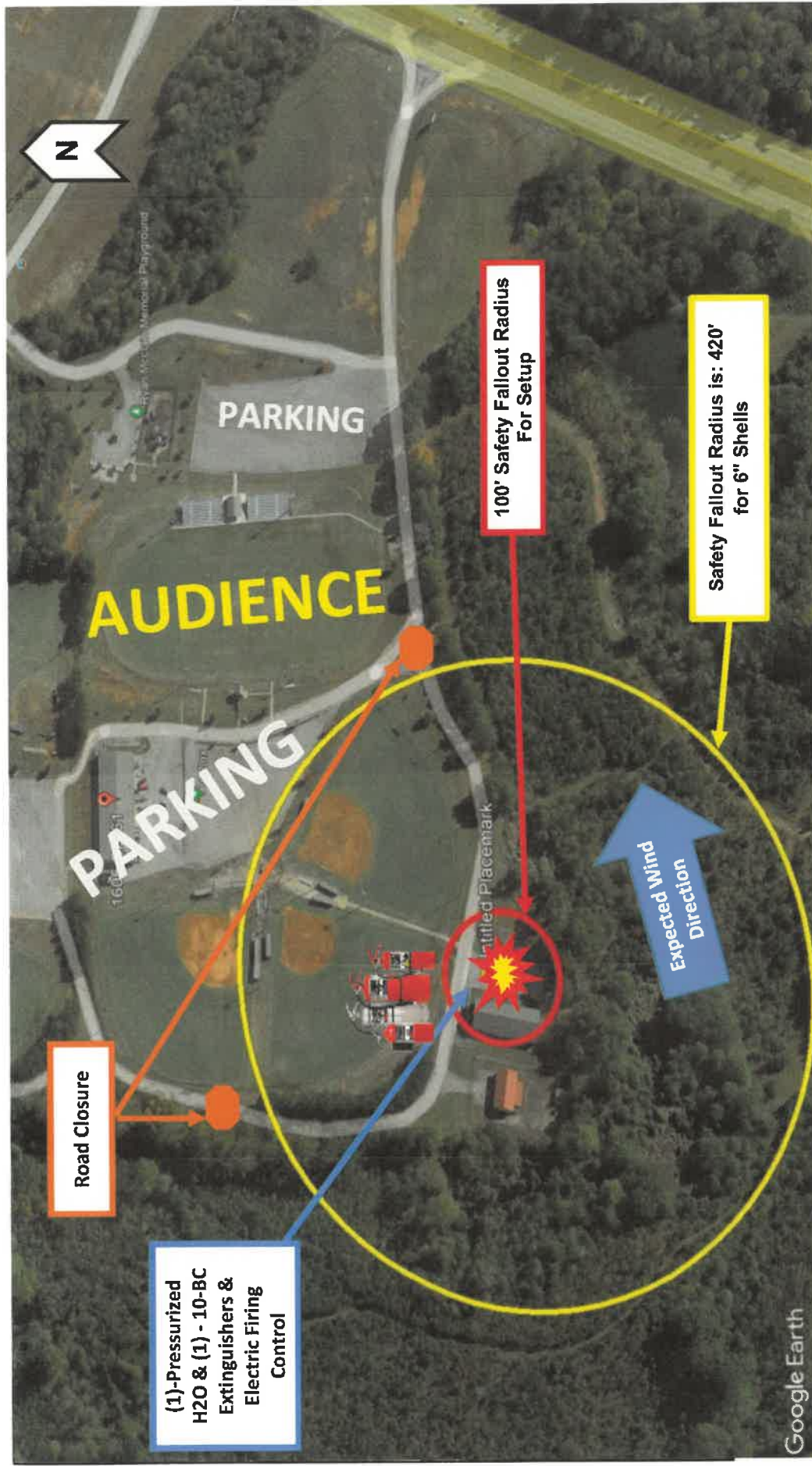


\$10M Insurance Coverage



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”.



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

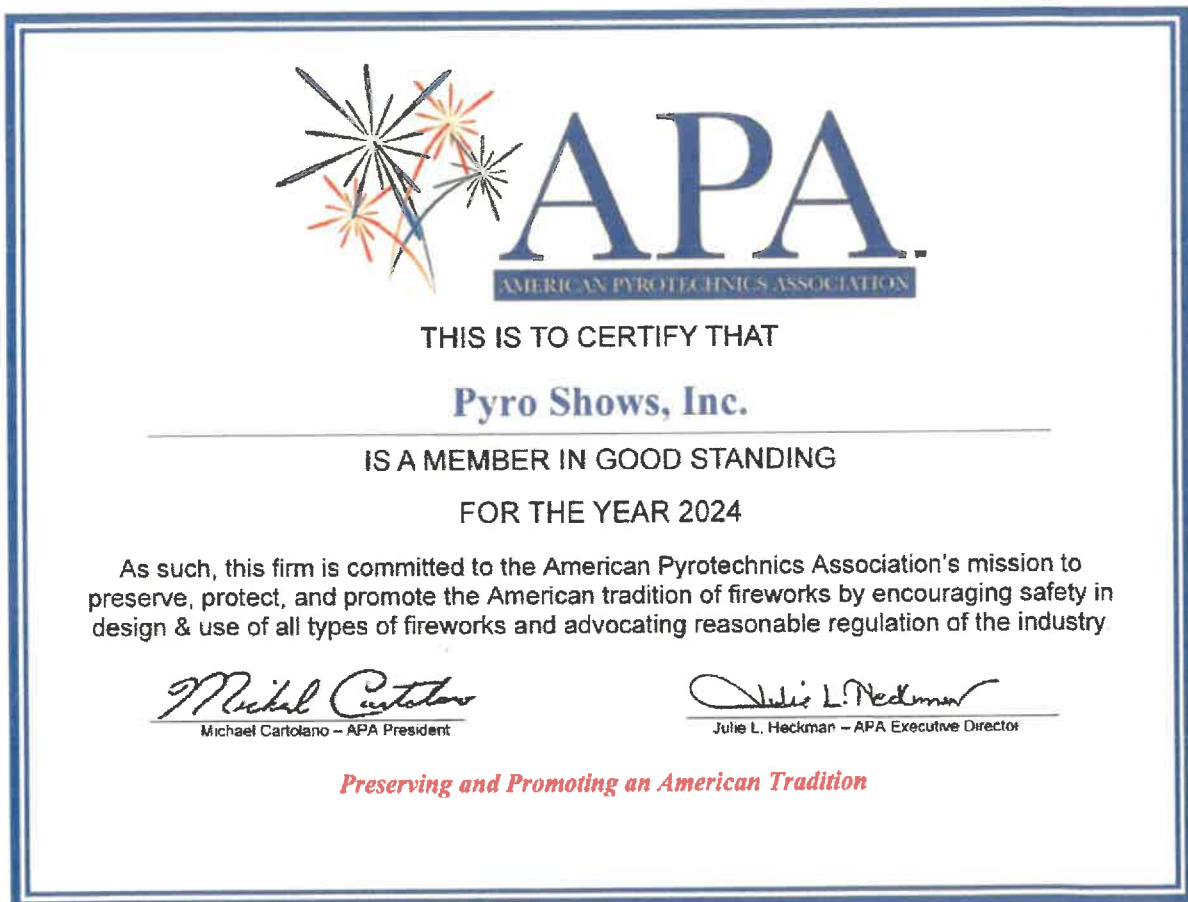
Show Name: Villa Rica City of 7.3.2025
Maximum Device Size: 6
Safety Fallout Radius: 420'
Storage Required: No
Diagram Created: 02/14/25
Diagram Created By: Rick Lambright

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.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	CONTACT NAME:	FAX (A/C No): 216-658-7101	
	PHONE (A/C No, Ext): 216-658-7100	E-MAIL ADDRESS: info@brittongallagher.com	
INSURED Pyro Shows East Coast Inc. PO Box 1776 Lafollette TN 37766	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Everest Indemnity Insurance Company		10851
	INSURER B: Everest Denali Insurance Company		16044
	INSURER C: Everspan Indemnity Insurance Company		16882
	INSURER D: AXIS Specialty Insurance Company		15610
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: SAMPLE** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:		GCI0010001-241	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		GCD0010001-241	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		R-001-10098866-04	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Excess Liability #2		GCI0010002-241	10/1/2024	10/1/2025	Each Occ/Aggregate Total Limits \$5,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
FIREWORK DISPLAY DATE: JULY 3, 2025
ADDITIONAL INSURED: CITY OF VILLA RICA

CERTIFICATE HOLDER**CANCELLATION****SAMPLE**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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.



United States 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 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 -04'00'

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)

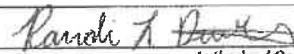


U.S. Department
of Transportation
Federal Motor Carrier
Safety Administration

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, 20 24
Amending Policy No. P-001-000698866-04 Effective Date 10/1/2024
Name of Insurance Company Axis Surplus Ins. Co.

Countersigned by 
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: 215-658-7878.

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)

OPTIONAL FORM NO. 5400.14/5400.15 PART I
MAY 2011 EDITION
GSA FPMR (41 CFR) 101-11.6

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
Correspondence To
ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit
Number

1-SC-091-50-7L-00269

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

November 1, 2027

Name
PYRO SHOWS EAST COAST INC

Premises Address (Changes? Notify the FBI C at least 10 days before the move.)

4652 CATAWBA RIVER ROAD
CATAWBA, SC 29704-

Type of License or Permit

50-MANUFACTURER 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-

License/Permittee Responsible Person Signature

Position/Title

Jesse Salvesson

10-28-2024

Printed Name

Date

Previous Edition is Obsolete PYRO SHOWS EAST COAST INC:4652 CATAWBA RIVER ROAD:29704:1-SC-091-50-7L-00269:November 1, 2027:50-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

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)

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Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: PYRO SHOWS EAST COAST INC

Business Name:

License/Permit Number: 1-SC-091-50-7L-00269

License/Permit Type: 50-MANUFACTURER OF EXPLOSIVES

Expiration: November 1, 2027

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

2017-01-01 10:00:00

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
Correspondence To
ATF - Chief, FELC
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

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

Position/Title

Printed Name

Date

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

ATF Form 5400.14/5400.15 Part I
Revised September 2011

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)

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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. 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.



United States 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 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. The 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: (_____) _____

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:	Engineering Services Agreement
AGENDA DATE:	March 4 th 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 it's 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

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 MONTAHAN
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 MONTAHAN
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:

Project Name:	Arbours at Town Branch
Project Address and/or Lot Number:	193 & 201 Cleghorn Street
Owner/Purchaser:	Arbours at Town Branch, LLC
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Total Number of Units:	64
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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.

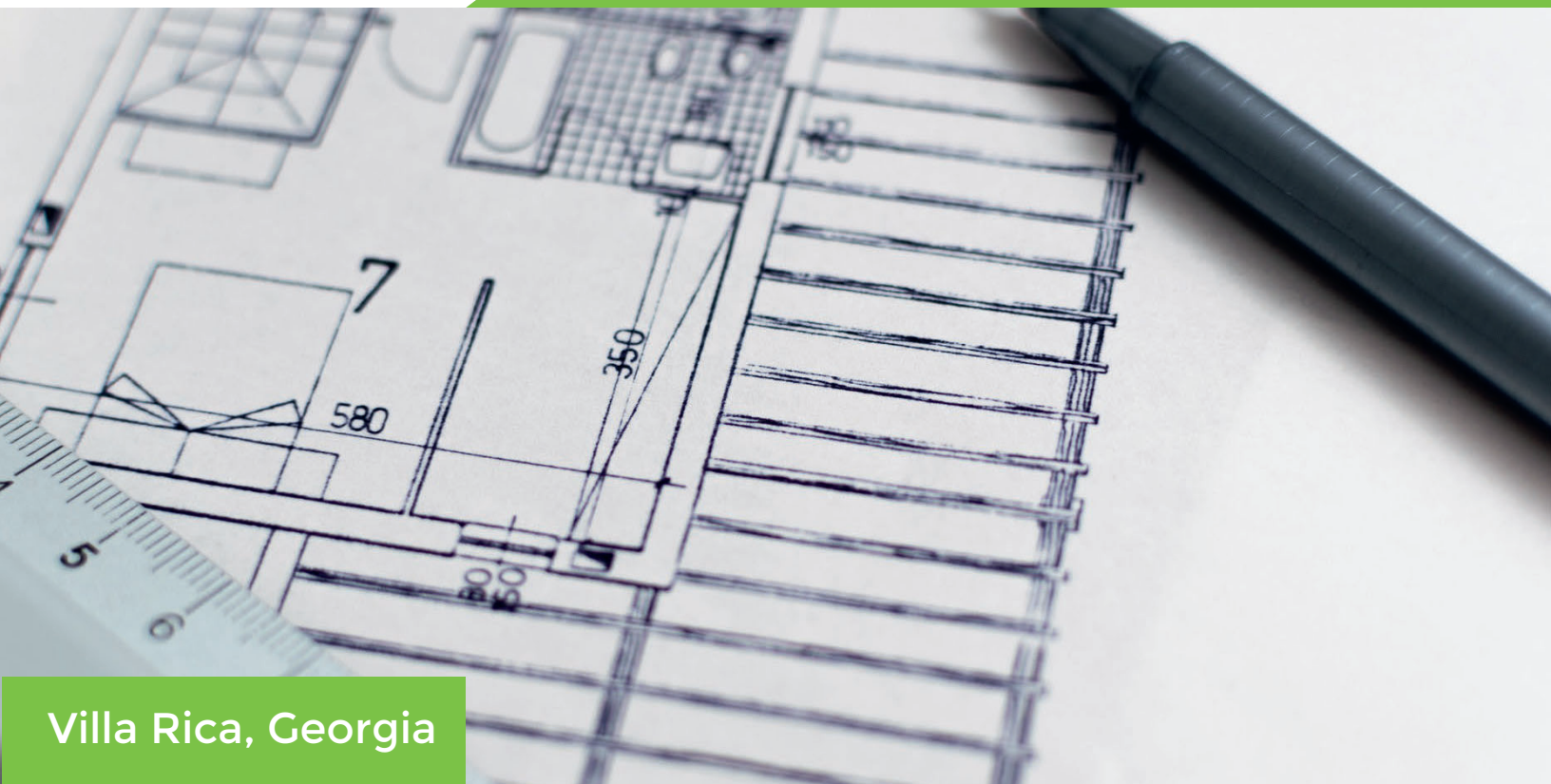
I hereby certify that I am the primary contact that is authorized to speak on behalf of the City of Villa Rica Georgia Initiative for Community Housing team. In this capacity, I hereby state that the Villa Rica Georgia Initiative for Community Housing team supports the proposed development as presented.

Respectfully submitted,

Diana DeSanto, Interim City Manager
City of Villa Rica



Arbours at Town Branch



Villa Rica, Georgia

**Arbour Valley
Communities**

www.arbourvalley.com



Arbours at Crown Point - Ocoee, Florida

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.

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

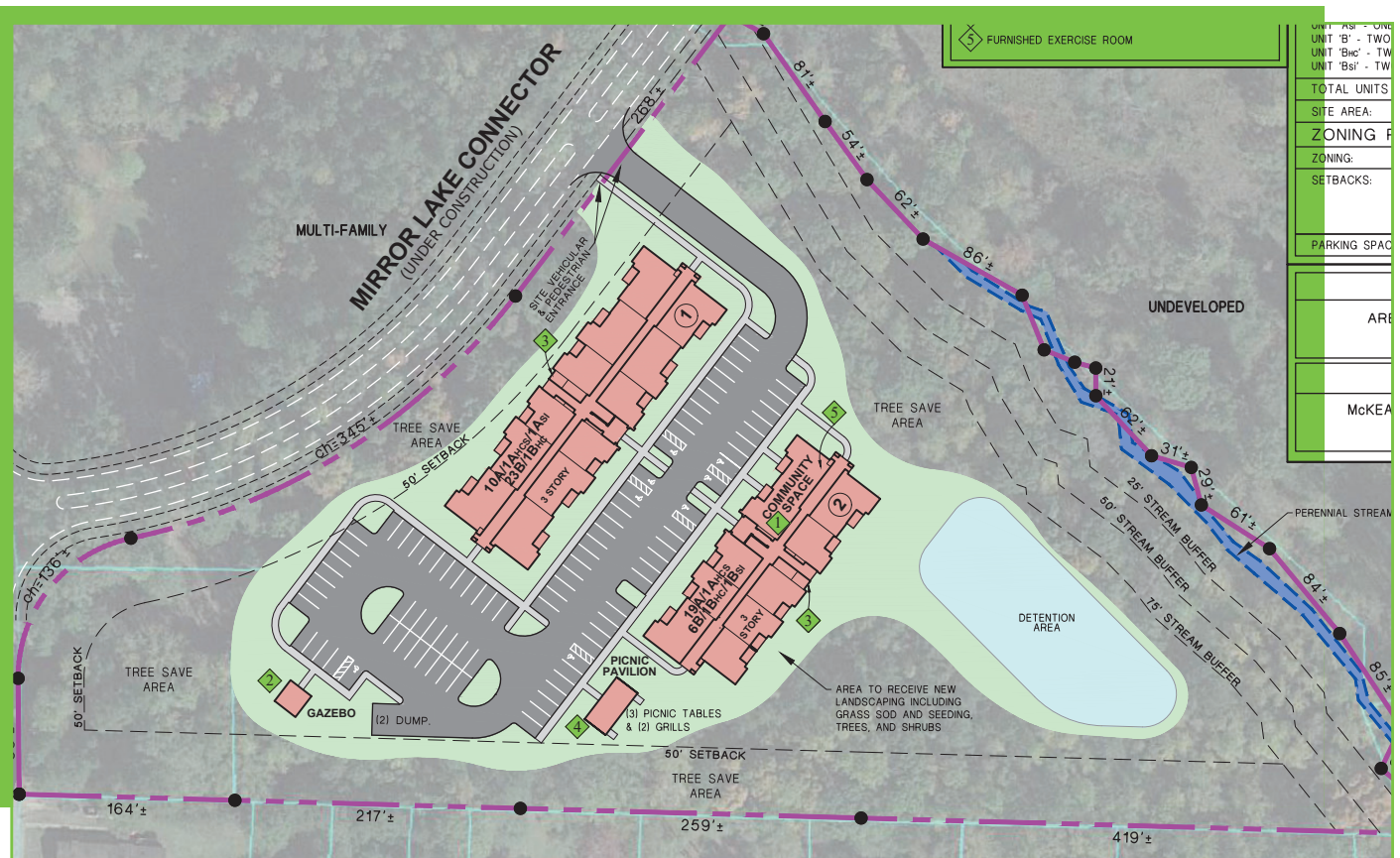


Grilling Area with Covered Pavilion



Community Gathering Area

Site Plan





Representative of a One Bedroom Layout and Photos

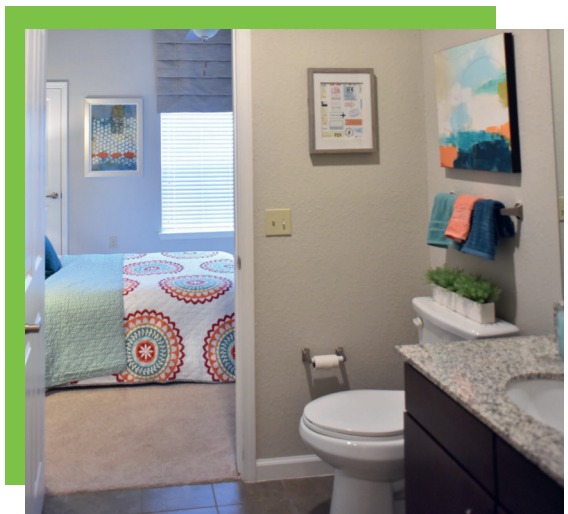
Unit Mix

Bedroom Type	# of Units	SQFT	Avg. Rent
1 Bedroom/ 1 Bath	30	850	\$1,050
2 Bedroom/ 2 Bath	32	1,150	\$1,200

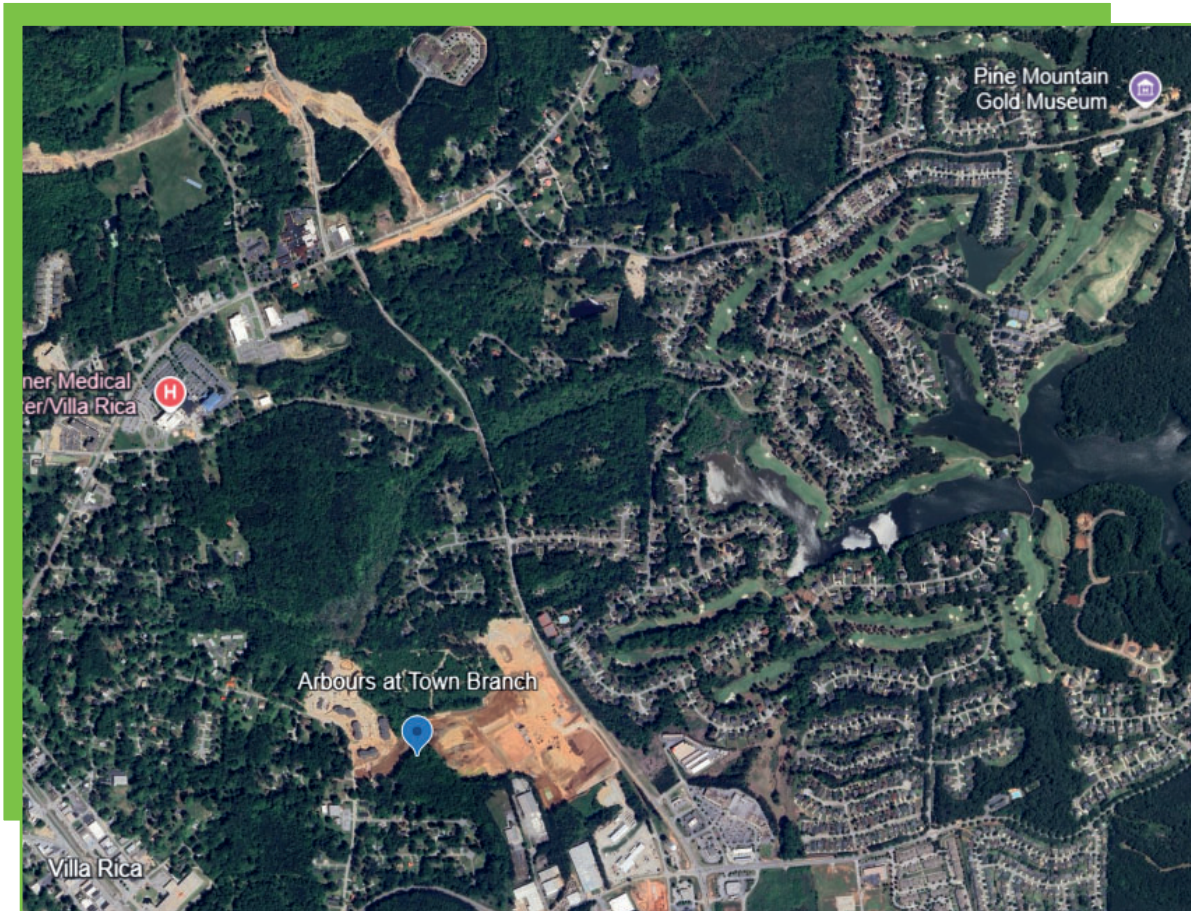
Community and Management Office included



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 COUNCIL
LESLIE MCPHERSON, MAYOR
DANNY CARTER, MAYOR PRO TEM
SHIRLEY MARCHMAN
MATTHEW MOMTAHAN
STEPHANIE WARMOTH
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City of Villa Rica



INTERIM CITY MANAGER: DIANA DESANTO
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VILLA RICA, GA 30180 |
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CITY COUNCIL MEETING MINUTES

Holt-Bishop Justice Center, 101 Main Street
Tuesday, January 14, 2025 | 6:00 pm

Meeting Call to Order (Mayor Leslie McPherson)

Mayor Leslie McPherson called the meeting to order

Present: Mayor Leslie McPherson, Mayor Pro Tem Danny Carter, Councilwoman Shirley Marchman, Councilman Matthew Momtahan, Councilwoman Stephanie Warmoth, Councilwoman Anna McCoy (arrived at 6:37 PM)

Invocation was led by Councilwoman Shirley Marchman

Pledge of Allegiance was led by Officer Mike Reed, Villa Rica Police Department

Ceremonial Presentations (Mayor and Council)

1. James McBurnett-5 Years of Service Recognition
2. Proclamation for the 70th Anniversary of George Washington Carver High School

Adoption of the Agenda (Mayor Leslie McPherson)

Councilman Danny Carter moved adopt the agenda as presented.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman
SECONDER:	Shirley Marchman, Councilwoman
AYES:	Marchman, Momtahan, Warmoth, Carter

Public Comment (We ask that you sign in for Public Comment before the meeting begins. Please state your Name and Address for the record and limit your comments to three minutes.)

1. Pam Whyte-Mentioned the Board of Ethics and how the city is out of compliance. Believes there is no transparency and feels the rules changed once the citizens became vocal.
2. Lisa Hewitt- Not in favor of light industrial on the south side of the city.
3. Nora Halliday-Mentioned the main Street Advisory Board bi-laws, she believes there is potential for monetary mistakes. She mentioned that the city main street program is being investigated and is on probation.
4. Doug Lang- Mentioned the Ethics Board and wants details on the future board. He was told in the past if you hold a seat on any board you are disqualified from filing an ethics complaint. He believes there is an opportunity for positive change.
5. Josh Evans- Claims city is moving backwards. He does not understand how the council is doing nothing about environmental impacts in the city. He mentioned the city smells like sewage and grease. He also believes documents are being falsified.
6. Aleta Farmer-Mentioned RAISE Grant application and waterline improvements on Cleghorn Rd. She wants to know where the 2022 RAISE Grant award money is and wants proof the work has been completed.

Council Updates (Subjects of General Interest and Concern)

Councilwoman Stephanie Warmoth- thanked Diana for her quick response in implementing a radar sign, on Dallas Hwy. Also, she would defer to the city manager update to comment on the GFL situation that took place during the snowstorm.

Councilman Matthew Momtahan- thanks the city crews for great work clearing the roads during the snowstorm.

Consent Agenda (Mayor Leslie McPherson)

The Consent Agenda is a single item that encompasses all things the City Council would normally approve with little comment. Each of these items were discussed at the Council Work Session, and it was the unanimous consensus of the Governing Body to place the following items on the Consent Agenda.

1. Establishing Qualifying Fees of \$270.00 for Ward 3, Ward 4, and Ward 5 City Council Seats for November 4, 2025 Election
2. FY24 Year-End Budget Amendments #262-#280
3. FY25 Rollover Budget Amendments #20-#133
4. Write Off Customer Receivables
5. Personnel Policy Amendments
6. 2025 Raise Grant Applications Authorization

7. Authorize award to Keck and Wood from successful response to RFQ for Comprehensive Safety Action Plan
8. 2025 Community Home Investment Program (CHIP) Application Authorization
9. 2025 Georgia Transportation and Infrastructure Bank Loan and Grant Application and Authorization

Councilman Danny Carter moved to approve the Consent Agenda as presented.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman
SECONDER:	Matthew Momtahan, Councilman
AYES:	Marchman, Momtahan, Warmoth, McCoy, Carter

A. Governing Body (Mayor Leslie McPherson)

1. Selection of Mayor Pro Tem for 2025

Councilman Danny Carter moved to nominate Councilwoman Anna McCoy Mayor Pro Tem for 2025

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman
SECONDER:	Matthew Momtahan, Councilman
AYES:	Momtahan, Marchman, Warmoth, McCoy, Carter

2. Appointment to Mayoral Standing Committees

Councilman Matthew Momtahan moved to adopt appointments to remain the same as 2024.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Matthew Momtahan, Councilman
SECONDER:	Anna McCoy, Councilwoman
AYES:	Momtahan, Marchman, Warmoth, McCoy, Carter

3. Approval of December 10, 2024 Work Session and Regular Meeting Minutes

Councilwoman Shirley Marchman moved to adopt the Minutes as presented

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Shirley Marchman, Councilwoman
SECONDER:	Danny Carter, Councilman
AYES:	Momtahan, Marchman, Warmoth, McCoy, Carter

4. Convention & Visitors Bureau (CVB) 2025 Board Appointments

Councilman Danny Carter moved to approve the appointment of Frank Pritchett and Camelia Chandler as board members to the Villa Rica Convention and Visitors Bureau.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman
SECONDER:	Matthew Momtahan, Councilman
AYES:	Marchman, Momtahan, Warmoth, McCoy, Carter

B. Building Development (Tracy Jarvis, Director)

1. Jameson Towns Final Plat

Councilman Danny Carter moved to approve the Final Plat for Jameson Towns Phase 1 with conditions as noted in the minutes from the May 24, 2022 Council meeting minutes.

1. Receipt of a favorable sewer and water capacity letter from the city's Utilities Department guaranteeing availability to service all lots within the proposed development within sixty (60) days. This letter must be on file with the city's Community Development Department upon receipt.
2. The applicant must comply with all recommendations found within the traffic report dated August 23rd, 2021, prepared by A & R Engineering, Inc.
3. The applicant must address the Reed Road/Tolbert Dr. and South Carroll Road intersection in the form of a traffic study.
4. The developer shall contribute no more than \$1,500 per lot to the cost of traffic improvements.
5. The Applicant/Developer/Owner agrees that site/neighborhood/development amenities include a pool and cabana, walking trail, tot lot, and picnic/cookout/barbecue grilling area.
6. The Applicant/Developer/owner agrees that the proposed pool will have a minimum surface area of 1,500 square feet.
7. The Applicant/Developer/Owner agrees to install sidewalks on both sides of internal streets and along the frontage of Tolbert/Reed Road.
8. The Applicant/Developer/Owner agrees to submit the site/neighborhood/development to covenants pursuant to the Georgia Property Owners Act (O.C.G.A. § 44-3-220, et seq.)
9. The Applicant/Developer/Owner agrees to be responsible for incorporating a minimum of one traffic calming practice in accordance with the Institute of Transportation Engineers (ITE) manual for traffic calming along the main entrance road internal to the neighborhood. The practice may include a stop sign, road diet, speed hump or other device which shall be approved through the civil plan review process.
10. The Applicant/Developer/Owner acknowledges that water and sewer availability is not expressly implied as a

result of zoning.

11. The Applicant/Developer/Owner agrees and acknowledges that all conditions or stipulations of re-zoning shall bind Applicant/Developer/Owner's successors and assigns.
12. The Covenants, Conditions and Restrictions shall include a clause that limits the maximum number of units that can be rented or leased within the development at any one time to 10% or less of the total homes.
13. The Applicant/Developer/Owner agrees to build all internal roadways and parking aisles to standards that would accommodate emergency access vehicles. This includes emergency access to the proposed park in the rear of the property.
14. The city will withhold any certificate of occupancies or relevant permits until the POA amendment is filed.

C. Community Development (Nina Shabazz, Director)

1. RA-05-24 Rezoning Request for .47-acre property located at 628 South Street from Single Family Urban (R2) to Commercial Medium, Density (C2) and Public Hearing.

Public Hearing:

In Favor: No one came forward

Opposed: No one came forward

Councilman Matthew Momtahan moved to approve the rezoning request by MMCC Fund, LLC for the property located at 628 South Street, changing the zoning from Residential Single-Family Urban (R2) to Commercial Medium Density (C2) subject to the conditions that the applicant must perform a lot merger combining 628 South St. and the rezone C2 neighboring properties which align with the proposed commercial site plan and also the condition that the applicant will abide by all conditions from the March 2023 rezoning of the neighboring properties on the site plan and the November 2023 variances and conditions and stipulations related to that as well.

RESULT:	APPROVED (UNANIMOUS)
MOVER:	Matthew Momtahan, Councilman
SECONDER:	Danny Carter, Councilman
AYES:	Momtahan, Marchman, Warmoth, McCoy, Carter

2. ABL-03-25 Kuhiva Group Inc. and Public Hearing.

Public Hearing:

In Favor: No one came forward

Opposed: No one came forward

Councilman Danny Carter moved to approve the alcohol license application for Kuhiva Inc. located at 133 Commons Way, Villa Rica, GA 30180.

RESULT:	ADOPTED
MOVER:	Danny Carter, Councilman
SECONDER:	Anna McCoy, Councilwoman
AYES:	Warmoth, McCoy, Carter
NAYS:	Marchman
ABSTAIN:	Momtahan

D. Utilities (John Bain, Director)

1. Supplemental Water Supply Intergovernmental Agreement

Councilman Matthew Momtahan moved to authorize the Mayor to execute the Supplemental Water Supply Intergovernmental Agreement with the Douglasville-Douglas County Water and Sewer Authority.

RESULT:	ADOPTED
MOVER:	Matthew Momtahan, Councilman
SECONDER:	Stephanie Warmoth, Councilwoman
AYES:	Momtahan, Warmoth, Marchman
NAYS:	Carter, McCoy

E. Finance (Jennifer Hallman, CFO)

1. Financial Update: November 2024

Finance Director Jennifer Hallman presented financial update for November 2024.

F. City Manager (Interim City manager Diana DeSanto)

1. TA-01-25 Text Amendment to Establish Section 4.18 Technology Park Overlay District & new definition to section 13.01 and Public Hearing.

Public Hearing:

In Favor: No one came forward

Opposed:

Ted Williamson- mentioned most overlay districts add restrictions this change will give everything away.

Josh Evans- mentioned this could allow the aluminum plant that was brought forth to council and denied.

Susan Crane- believes this sounds like a blank check to developers and the allowances are too broad.

Lane Smith- the language is too specific and caters to the next item on the agenda.

Chirs Gore- wants to know if the council realizes how much water and energy this will cost? Mentioned this does create jobs and our town is small.

Pam Whyte-mentioned that all of council should remember they work for the citizens, and they depend on their vote. Please vote as the constituents want.

Luz Morales- needs a question answered, if a parcel of land is designated residential this overlay could not happen without a vote, correct?

Jennifer Ingham- would like something added about water run-off protection of streams and creeks.

Lisa Huett- questioned why the city of Villa Rica needs to amend the ordinance and why is it needed when the developer can already apply? This removes the public's right.

Ricky Haralson-if the city wants this, put it in the city, the residents in the county do not want it.

Councilman Danny Carter moved to approve the text amendments as presented.

RESULT:	ADOPTED
MOVER:	Danny Carter, Councilman
SECONDER:	Matthew Momtahan, Councilman
AYES:	Momtahan, Carter, Warmoth, McCoy
NAYS:	Marchman

2. Rezoning and annexation for Hwy 61 and South Van Wert- Avemore PUD (ANX-01 & 2-24) (RA-06-24) and Public Hearing.

Public Hearing:

In Favor:

Applicant and attorney Joe Fowler spoke in favor of item.

Scott Cowart- Board of Education supports Planning and Zoning Commission vote to approve this item, and residential homes would put a strain on the school system.

Opposed:

Josh Evans- believes this site is ironic and he is not buying it. Find the overlay and annexation a suspicious coincidence.

Paul Cutler- mentioned all the developments up and down Van Wert Rd being all residential. He has been over 100 industrial plants, does not want solvents in his backyard, He mentioned Fulton Industrial Boulevard being half empty because of crime. He also mentioned 50 + acres are open in the industrial park.

Susan Crane-moved to Villa Rica from Smyrna to get away from growth. She has been discussing this item for over a year and is concerned about the decibel noise will bother her, the amount of water and 90 jobs is not worth it.

Dan Krisner- mentioned he is the most impacted and survey has pink ribbons inches from his driveway. He does not want this facility. Wants council to prove him wrong and that this is not a done deal.

Councilman Danny Carter moved to approve the zoning request for tax parcel 1680090 and tracks 2 and 3 of tax parcel 1690120 and to amend the PUD into the Avemore PUD and to be subject to the technology park overlay district and to further amend PUD to remove all residential housing and all previously approved residential housing subject to the conditions recommended by staff regarding water and sewage.

RESULT: **APPROVED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Matthew Momtahan, Councilman
AYES: Momtahan, Marchman, Warmoth, McCoy, Carter

Councilman Danny Carter moved to adopt the application for annexation of tax parcel 1680090 and to adopt an ordinance approving annexation into the City of Villa Rica.

RESULT: **APPROVED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Matthew Momtahan, Councilman
AYES: Momtahan, Marchman, Warmoth, McCoy, Carter

Councilman Danny Carter moved to approve the application for annexation of tracks 2 and 3 of tax parcel 1690120 as depicted in the application and to adopt an ordinance approving the annexation into the City of Villa Rica.

RESULT: **APPROVED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Matthew Momtahan, Councilman
AYES: Momtahan, Marchman, Warmoth, McCoy, Carter

3. Ratification of the City of Villa Rica Main Street Advisory Board Bylaws (Revised December 12, 2024)

Councilman Matthew Momtahan moved to table the item until February regular council meeting.

RESULT: **APPROVED (UNANIMOUS)**
MOVER: Matthew Momtahan, Councilman
SECONDER: Danny Carter, Councilman
AYES: Momtahan, Marchman, Warmoth, McCoy, Carter

4. Authorize award to successful respondent to RFP Administrative AND Related Grant Services Community HOME Investment Program (CHIP)

Councilman Danny Carter moved to approve the proposal submitted by Residential Enhancements Inc., DBA RE Global and authorize the Mayor to enter into a contract for the City of Villa Rica’s CHIP Grant Administrative and Grant Services.

RESULT: **APPROVED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Shirley Marchman, Councilwoman
AYES: Momtahan, Marchman, Warmoth, McCoy, Carter

5. Approval/Appointment of City Engineer

Councilman Matthew Momtahan moved to approve Teal Education & Engineering Consulting, LLC as the consultant for City Engineer.

RESULT:	APPROVED (UNANIMOUS)
MOVER:	Matthew Momtahan, Councilman
SECONDER:	Anna McCoy, Councilwoman
AYES:	Momtahan, Marchman, Warmoth, McCoy, Carter

6. Interim Deputy City Manager

Councilman Danny Carter moved to approve the appointment of Jennifer Hallman to Interim Deputy City Manager/CFO.

RESULT:	APPROVED (UNANIMOUS)
MOVER:	Danny Carter, Councilman
SECONDER:	Shirley Marchman, Councilwoman
AYES:	Momtahan, Marchman, Warmoth, McCoy, Carter

7. Interim Deputy City Manager

Councilman Matthew Momtahan moved to approve the appointment of Bobby Elliott to Interim Deputy City Manager.

RESULT:	APPROVED (UNANIMOUS)
MOVER:	Matthew Momtahan, Councilman
SECONDER:	Anna McCoy, Councilwoman
AYES:	Momtahan, Marchman, Warmoth, McCoy, Carter

City Manager's Report (Diana DeSanto, Interim)

Interim City Manager Diana DeSanto provided update thanking all City employees that worked during the winter storm and the great work they did. She mentioned that GFL notified the city on Thursday that Friday pickups would be handled the following Friday. Diana requested that the council consider crediting the residents that were affected. The amount is approximately \$4200, with a portion of that money being credited from GFL back to the city.

Adjournment (Mayor Leslie McPherson)

Councilwoman Shirley Marchman moved to adjourn the meeting and was seconded by Councilman Danny Carter and the vote was unanimous. Mayor Leslie McPherson adjourned the meeting.

RESULT:

MOVER:

SECONDER:

AYES:

ADOPTED (UNANIMOUS)

Shirley Marchman, Councilwoman

Danny Carter, Councilman

Marchman, Momtahan, Carter, Warmoth, McCoy

Mayor Leslie McPherson

City Clerk Theresa Campbell



MAYOR & COUNCIL WORK SESSION MINUTES

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

Meeting Call to Order (Mayor Leslie McPherson)

Present: Mayor Leslie McPherson, Mayor Pro Tem Anna McCoy, Councilwoman Shirley Marchman, Councilman Matthew Momtahan, Councilwoman Stephanie Warmoth, (Absent), Councilman Danny Carter

A. Governing Body

1. Completed the Consent Agenda:

The Consent Agenda is a single item that encompasses all things the City Council would normally approve with little comment. Each of these items were discussed at the Council Work Session, and it was the unanimous consensus of the Governing Body to place the following items on the Consent Agenda.

1. Approval of Northwoods Phase II Final Plat
2. Approval of Fairway 16 Final Plat
3. Approval of Downtown Gym Flooring Installation by Play On Courts
4. Approval of FY25 Budget Amendments #131-132
5. Approve the Georgia Environmental Finance Authority (GEFA) loan resolution & execute agreements for the North Bypass 12" water main.
6. Award 2025 Concert and Festival Proposal for Artist and Production Services to RCS Productions, Inc.
7. Approval of Alternative Environments to provide biweekly yard maintenance at Hillcrest Cemetery
8. Approval of Temporary Limited Alcohol Pouring License for Georgia Food Industry Education Foundation
9. Approval of Purchase of Combination Vacuum- Jet truck from Environmental Products Group, Inc.

B. HB 581 Floating Homestead Exemption – Opting Out- Public Hearing

Ken Perry- has been a resident since 2001 and paid off his home 2016, he wishes the council to vote no to opting out.

Eric Robinson- is the Mayor of Mt. Zion and wants all cities to stick together. He questioned the math in the presentation, he wants the council to keep the FLOST alive.

Greg Roberts- will not be angry with any decision the council votes. He believes from town to town there is nothing but confusion about this topic. He did vote in favor of HB 581 he mentioned opting out would go against the will of the people. He thanked the council for moving the work session to a week before the meeting.

Aleta Farmer- questioned if the residents in the TAD are affected. She mentioned she voted for this and believes it will lessen the load on taxpayers.

Public Hearing closed at 11:14 am

Mayor Leslie McPherson

City Clerk Theresa Campbell

CITY COUNCIL
LESLIE MCPHERSON, MAYOR
ANNA MCCOY, MAYOR PRO TEM
SHIRLEY MARCHMAN
MATTHEW MOMTAHAN
STEPHANIE WARMOTH
DANNY CARTER

City of Villa Rica



INT CITY MANAGER: DIANA DESANTO
CITY CLERK: THERESA CAMPBELL
CITY ATTORNEY: KEVIN DRUMMOND

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VILLA RICA, GA. 30180
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SPECIAL CALLED COUNCIL MEETING MINUTES

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
February 4, 2025 | 6:00 PM

Meeting Call to Order (Mayor Leslie McPherson)

Present: Mayor Leslie McPherson, Mayor Pro Tem Anna McCoy, Councilwoman Shirley Marchman (5 min late) Councilman Matthew Momtahan (Absent), Councilwoman Anna McCoy, Councilwoman Stephanie Warmoth (Absent) and Councilman Danny Carter.

A. Governing Body

1. Public Hearing regarding HB581

Kristi Chastain- wants council to honor the will of the voters and the other sister cities. She mentioned that her property value increased 50% in 2015 and has continued to incline in double-digit percentages ever since.

Peg Taylor- is confused about the process and does not understand why anyone wants to opt out.

David Donnis- wants the bill explained in layman terms and wants to know how to file for a homestead exemption.

Public Hearing closed at 6:31 pm

B. Adjournment: Councilman Danny Carter moved to adjourn the meeting. Councilwoman Shirley Marchman seconded. The vote was unanimous. Mayor Leslie McPherson adjourned the meeting.

Mayor Leslie McPherson

City Clerk Theresa Campbell

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

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CITY COUNCIL MEETING MINUTES

Holt-Bishop Justice Center, 101 Main Street
Tuesday, February 11, 2025 | 6:00 pm

Meeting Call to Order (Mayor Leslie McPherson)

Mayor Leslie McPherson called the meeting to order

Present: Mayor Leslie McPherson, Mayor Pro Tem Anna McCoy, Councilwoman Shirley Marchman, Councilman Matthew Momtahan, Councilwoman Stephanie Warmoth, and Councilman Danny Carter

Invocation was led by Kevin Kearsey

Pledge of Allegiance was led by Corporal Mark Bishop, Villa Rica Police Department

Ceremonial Presentations (Mayor and Council)

1. Montra Daniel-5 Years of Service Recognition
2. Brian Finley-25 Years of Service Recognition
3. LeAnne Preston-5 Years of Service Recognition
4. Recognition of Home Depot

Adoption of the Agenda (Mayor Leslie McPherson)

Councilman Danny Carter moved amend the agenda to remove item E 1 and adopt the agenda as presented.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman
SECONDER:	Shirley Marchman, Councilwoman
AYES:	Marchman, Momtahan, Warmoth, McCoy, Carter

Public Comment (We ask that you sign in for Public Comment before the meeting begins. Please state your Name and Address for the record and limit your comments to three minutes.)

1. Greg Roberts -Mentioned the water/sewer rate presentation and that the citizens did not have access to the presentation prior to the work session. He believes that the 180 day moratorium puts a blight on the city of Villa Rica and mentioned the left turn lane near the new Publix.
2. Amy McCoy- Read from a prepared statement and listened to the most recent WLBB interview Mayor Leslie McPherson was a guest and was upset by her comments during the interview.
3. Josh Evans-Mentioned the purchase of the Jet Vac Combo truck and that he knows 100 reasons not to make the purchase. He also questioned how the city got into the sewer capacity issue, and that the staff doctors reports.
4. Pam Whyte-Questioned the Mayor and City Manager on how they could state on WLBB that they communicated with their community. She believes Councilwoman Shirley Marchman was never notified about private meetings that took place. She believes the mayor spreads discord and division.
5. Aleta Farmer-Mentioned the WLBB interview and read from the advertisement for public hearing for the Planning and Zoning Commission in the Times Georgian from September 30, 2021. She believes this advertisement did not mention her community by any of their road names.

Council Updates (Subjects of General Interest and Concern)

Councilwoman Stephanie Warmoth- mentioned she was out sick for the work session, but watched from home. She researched the Jet Vac Combo truck and spoke with someone at a fiber line company. If city staff was to hit one of the fiber lines, it would cost the city between 20,000 and 1 million dollars to repair. She believes this truck can help keep this kind of damage from happening.

Councilwoman Anna McCoy- mentioned Pam Whyte and Greg Robert's comments. The reason there are no restaurants coming to the city could be because the city has been chaotic for a while. She has faith the council will and can do better with regards to decision making.

Mayor Leslie McPherson- mentioned that she believes since July stability has been better, with Jeff Reese and Diana DeSanto.

Consent Agenda (Mayor Leslie McPherson)

The Consent Agenda is a single item that encompasses all things the City Council would normally approve with little comment. Each of these items were discussed at the Council Work Session, and it was the unanimous consensus of the Governing Body to place the following items on the Consent Agenda.

1. Approval of Northwoods Phase II Final Plat
2. Approval of Fairway 16 Final Plat
3. Approval of Downtown Gym Flooring Installation by Play On Courts
4. Approval of FY25 Budget Amendments #131-132
5. Approve the Georgia Environmental Finance Authority (GEFA) loan resolution & execute agreements for the North Bypass 12" water main.

6. Award 2025 Concert and Festival Proposal for Artist and Production Services to RCS Productions, Inc.
7. Approval of Alternative Environments to provide biweekly yard maintenance at Hillcrest Cemetery
8. Approval of Temporary Limited Alcohol Pouring License for Georgia Food Industry Education Foundation
9. Approval of Purchase of Combination Vacuum- Jet truck from Environmental Products Group, Inc.

Councilman Danny Carter moved to approve the Consent Agenda as presented.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman
SECONDER:	Matthew Momtahan, Councilman
AYES:	Marchman, Momtahan, Warmoth, McCoy, Carter

A. Governing Body (Mayor Leslie McPherson)

1. HB 581-Flaoting Homestead Exemption-Opting Out-Public Hearing

Kristi Chastain- wants the Council to take no action. She does not know why the county and the school board is treating this like the sky is falling.

Pam Whyte- questioned how this affects her community since they are in the TAD. She mentioned she paid over \$900 into the TAD itself and \$2000 over all in taxes. Wants to know if this is a tactic to tax citizens so the city can acquire their homes.

Amy McCoy- She questioned why the tax commissioner was not present to explain this to the citizens. She mentioned there were 3 meetings in 1 week, then continued to read from a prepared statement.

Aleta Farmer-concerned about the impact on ward 1 more so than the city as a whole. She is not clear how this helps her community. She is voicing concern so the council will know she is holding them accountable for ward 1.

Council took no action.

2. Water/Sewer Rates & tier Structure Recommendation

Councilman Danny Carter moved to authorize option #2 of water/sewer rate increases as presented by Carter & Sloope effective March 1, 2025.

MOVER:	Danny Carter, Councilman
SECONDER:	Anna McCoy, Councilwoman
AYES:	Momtahan, Marchman, Warmoth, McCoy, Carter

3. Approval of December 10, 2024 Work Session and Regular Meeting Minutes

Councilwoman Shirley Marchman moved to adopt the Minutes as presented

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Matthew Momtahan, Councilman
AYES: Momtahan, Marchman, Warmoth, McCoy, Carter

3. Board of Ethics Appointments

Councilwoman Anna McCoy moved to table until the March regular meeting.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Anna McCoy, Councilwoman
SECONDER: Danny Carter, Councilman
AYES: Marchman, Momtahan, Warmoth, McCoy, Carter

4. Resolution enacting a moratorium for 180 days on new construction

Councilman Danny Carter moved to adopt a Resolution enacting a moratorium for 90 days on the acceptance of any applications related to the development of new construction including rezoning or permits for construction or the subdividing of property and development of subdivisions or any commercial or residential construction

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Anna McCoy, Councilwoman
AYES: Momtahan, Marchman, Warmoth, McCoy, Carter

5. Approval of January 7, 2025 Work Session Meeting Minutes

Councilman Danny Carter moved to approve the minutes as presented.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Shirley Marchman, Councilwoman
AYES: Momtahan, Marchman, Warmoth, McCoy, Carter

6. Approval of January 14, 2025 Regular Meeting Minutes

Councilman Danny Carter moved to table until March Regular Meeting.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Matthew Momtahan, Councilman
AYES: Momtahan, Marchman, Warmoth, McCoy, Carter

B. Human Resources (Tiffany Landford, Director)

1. Authorize award to successful respondent to RFQ Insurance Broker Services

Councilman Danny Carter moved to approve the selection of OneDigital as the awarded Insurance Broker Services provider and authorize the City Manager to execute the agreement

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman
SECONDER:	Matthew Momtahan, Councilman
AYES:	Marchman, Momtahan, Warmoth, McCoy, Carter

C. Finance (Jennifer Hallman, CFO)

1. Financial Update: December 2024

Finance Director Jennifer Hallman presented financial update for December 2024.

D. Community Development (Nina Shabazz, Director)

1. ABL-01-25 Fast Advents Corporation dba Shell Food Mart and Public Hearing

Public Hearing:
No one came forward

Councilman Danny Carter moved to approve the alcohol license application for Fast Advents Corporation dba Shell Food Mart located at 15041 Veterans Memorial Hwy, Villa Rica, Ga 30180

RESULT:	ADOPTED (4-1)
MOVER:	Danny Carter, Councilman
SECONDER:	Stephanie Warmoth, Councilwoman
AYES:	Momtahan, Warmoth, McCoy, Carter
NAYS:	Marchman

2. TA-02-25 Text Amendment to modify peddler's and solicitation and Public Hearing

Public Hearing:
No one came forward

Councilman Danny Carter moved to approve the modification of Section 8.117-120 Registration: fee & application for permit to the Zoning Ordinance.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman
SECONDER:	Matthew Momtahan, Councilman
AYES:	Marchman, Momtahan, Warmoth, McCoy, Carter

3. TA-03-25 Text Amendment to add new section to Article III-Heavy Motor Vehicles, Routes and Public Hearing

Public Hearing:

No one came forward

Councilman Danny Carter moved to approve the text amendments as submitted and direct staff to finalize the proposed amendments for adoption.

RESULT:	ADOPTED (4-1)
MOVER:	Anna McCoy, Councilwoman
SECONDER:	Danny Carter, Councilman
AYES:	Marchman, Momtahan, Warmoth, McCoy, Carter

City Manager's Report (Diana DeSanto, Interim)

Interim City Manager Diana DeSanto provided update via PowerPoint Presentation

E. Executive Session (Kevin Drummond, City Attorney)

Councilman Danny Carter moved to enter into Executive Session for the purpose of pending litigation and to discuss or vote to enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote as provided in Georgia Code section 50-14-3(b)(1)(D) at 9:32 PM.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman
SECONDER:	Anna McCoy, Councilwoman
AYES:	Marchman, Momtahan, Warmoth, McCoy, Carter

Councilman Matthew moved to enter back into Regular Session at 9:50 PM.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Matthew Momtahan, Councilman
SECONDER:	Danny Carter, Councilman
AYES:	Marchman, Momtahan, Warmoth, McCoy, Carter

No action taken

Adjournment (Mayor Leslie McPherson)

Councilwoman Shirley Marchman moved to adjourn the meeting and was seconded by Councilman Matthew Momtahan and the vote was unanimous. Mayor Leslie McPherson adjourned the meeting.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Shirley Marchman, Councilwoman
SECONDER:	Matthew Momtahan, Councilman
AYES:	Marchman, Momtahan, Carter, Warmoth, McCoy

Mayor Leslie McPherson

City Clerk Theresa Campbell



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Appointments to the Villa Rica Board of Ethics

AGENDA DATE: February 11, 2025

DATE PREPARED: January 24, 2025

PREPARED BY: Kevin Drummond, City Attorney

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: To fill vacancies on the Board of Ethics. The Board of Ethics is to be composed of three residents of the City. One member is to be appointed by the Mayor. One member is to be appointed by the Council and the third member is appointed by the Mayor to be approved by a majority of the City Council.

STAFF RECOMMENDATION: n/a

MOTION:

1st Member – (The Mayor’s 1st appointment does not require a motion or vote) – I, Mayor Leslie McPherson, hereby appoint _____ to the Villa Rica Board of Ethics.

2nd Member – Motion - I move to appoint _____ as the City Council’s appointment to the Villa Rica Board of Ethics.

3rd Member – I, Mayor Leslie McPherson hereby appoint _____ to the Villa Rica Board of Ethics.

Motion - I move to approve _____ as appointed by the Mayor, to the Villa Rica Board of Ethics.



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

 and T Dorsey

 Enterprise Rent-A-Car Primary Hospital

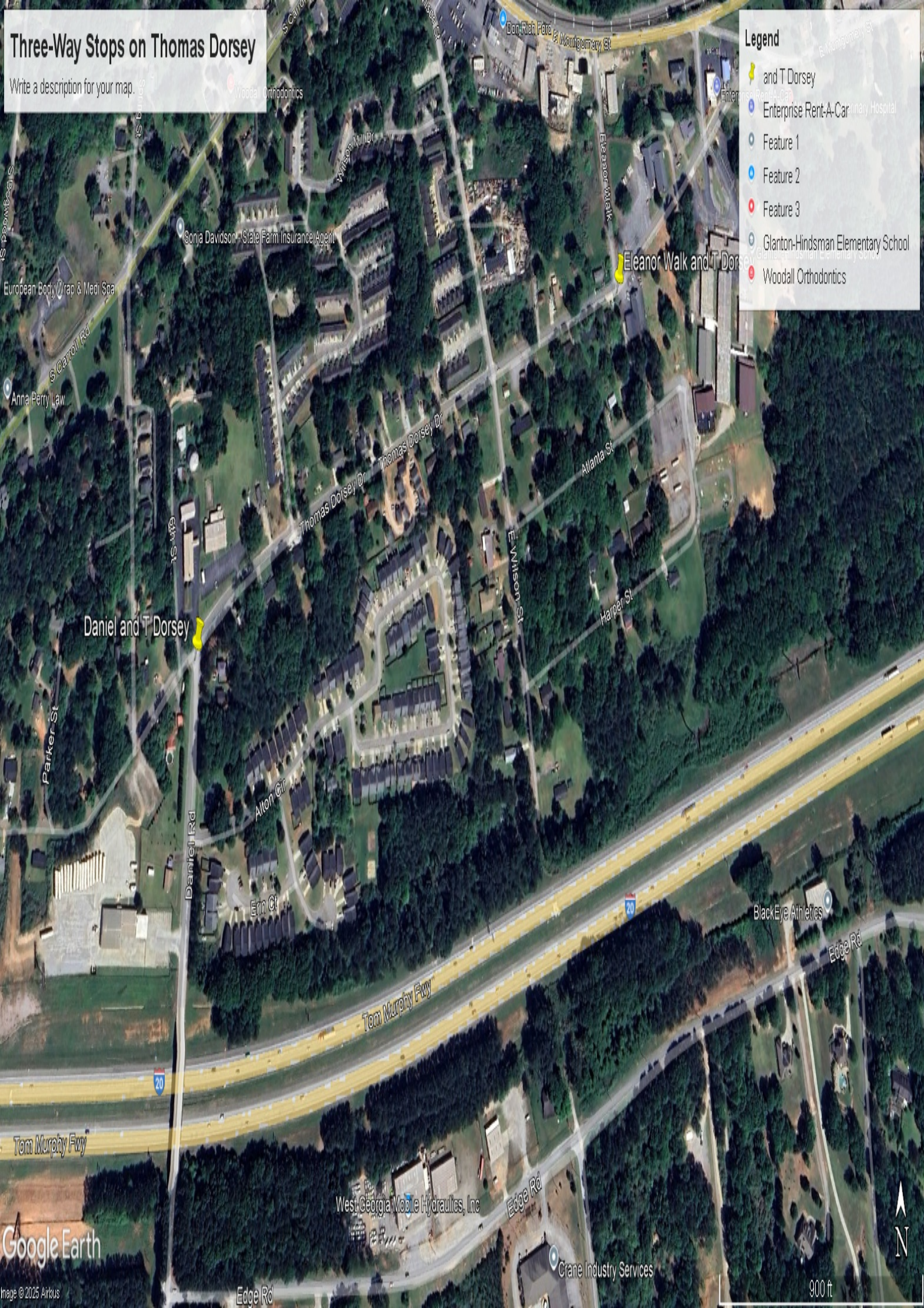
 Feature 1

 Feature 2

 Feature 3

 Glanton-Hindsman Elementary School

 Woodall Orthodontics

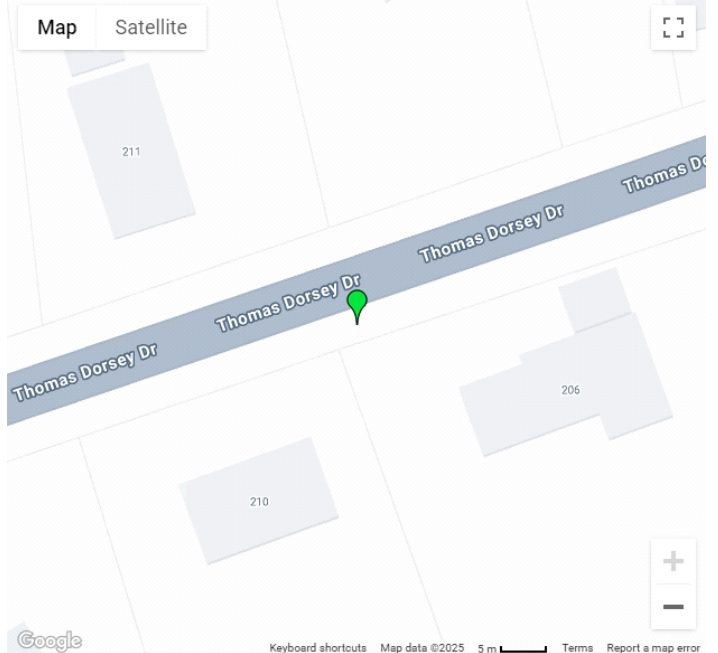


City of Villa Rica
Thomas Dorsey Drive
Posted Speed Limit is 25 MPH
at Counter Location

SPEED DATA ANALYSIS

Location

Latitude: 33 43' 37.742"
Longitude: -84 54' 57.139"



Analysis Time Period



Start
1/15/2025
1:00 PM

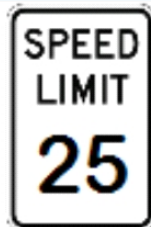
End
1/22/2025
2:15 PM

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



35

Peak Time of Violations



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



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Purchasing Ordinance Updates

AGENDA DATE: 03/11/2025

DATE PREPARED: 03/04/2025

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

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
<i>*Procurements over \$50,000 require Council approval <u>unless</u> the specific item is approved in the adopted budget. If the department requests a different item than the specific item that was approved in the adopted budget; it will require the Finance Committee Council Member Chair (or designee) and City Manager approval for the item change.</i>			
<i>The authority's limit also applies to change orders within an approved contract.</i>			

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 approve additional language to the definition and a concession when bidding against non-local vendors.

Recommended additional language to the definition of a Local Vendor and a Concession

Definition:

Local Vendor is any business or firm having an office located within the boundaries of the City of Villa Rica, has a current Villa Rica Occupational Tax Certificate and **must be current with all debts due to the City** on the closing date of solicitation for which the offer has been submitted. 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 City of Villa Rica and has a current Villa Rica Occupational Tax Certificate and must be current with all debts due to the City 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.

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).

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. If the department requests a different item than the specific item that was approved in the adopted budget; it will require the Finance Committee Council Member Chair (or designee) and City Manager approval for the item change.

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. If the department requests a different item than the specific item that was approved in the adopted budget; it will require the Finance Committee Council Member Chair (or designee) and City Manager approval for the item change.

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. If the department requests a different item than the specific item that was approved in the adopted budget; it will require the Finance Committee Council Member Chair (or designee) and City Manager approval for the item change.

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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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 n 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 the Finance Committee Council Member Chair (or designee).

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 the Finance Committee Council Member Chair (or designee), 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:

____ (SEAL)
ALISA DOYAL; Theresa Campbell, City

Clerk APPROVED AS TO FORM:

Kevin Drummund; DAVID MECKLIN, City Attorney



**CITY OF VILLA RICA
FINANCIAL UPDATE
January 2025**

CASH	01-31-2024	01-31-2025	+Incr / -Decr
Total Cash	\$ 51,865,025	\$ 50,259,766	-3%
General Fund	\$ 14,213,046	\$ 15,125,692	6%
Water/Sewer Fund	\$ 4,506,754	\$ 7,072,747	57%
Sanitation/Solid Waste	\$ 239,147	\$ 438,807	83%
Stormwater	\$ -	\$ 568,865	
Eastside TAD Bond Proceeds	\$ 14,174,876	\$ 9,123,520	-36%
Eastside TAD Capitalized Int	\$ 1,432,398	\$ 552,693	-61%
Eastside TAD Debt Service	\$ 38,850	\$ 520,097	1239%
2015 Carroll SPLOST	\$ 330,517	\$ 37,021	-89%
2016 Douglas SPLOST	\$ 3,693,747	\$ 2,460,364	-33%
2021 Carroll SPLOST	\$ 7,457,839	\$ 6,071,344	-19%
2022 Douglas SPLOST	\$ 1,505,568	\$ 3,577,875	138%

PROPERTY TAXES - YEAR TO DATE

	Budget	January 2025	
Real & Personal - Carroll	\$ 3,572,657	\$ 3,273,504	92%
Real & Personal - Douglas	2,390,212	2,271,344	95%
	\$ 5,962,869	\$ 5,544,848	93%

BUSINESS ACTIVITY - YEAR TO DATE

WATER/SEWER	January 2024	January 2025
Water Revenue	\$ 1,211,222	\$ 1,519,016
Sewer Revenue	1,529,582	1,672,798
Water & Sewer Taps	464,900	794,805
Misc. Revenue	141,510	145,144
Transfers In*	56,295	-
Total Revenue	\$ 3,403,509	\$ 4,131,763
Utility Administrator	\$ 105,306	\$ 117,713
Sewer Expenses	566,705	619,598
Water Expenses	551,092	661,961
Dist./Coll. Expenses	386,902	365,871
Interest/Fiscal Agent Expense	993	20,282
Depreciation	577,712	720,500
Transfers Out - Debt Service	1,528,638	1,605,358
Transfers Out - General Fund	503,512	541,393
Total Expenses	\$ 4,220,860	\$ 4,652,676
Net Income (Loss)	\$ (817,351)	\$ (520,913)

SELF-FUNDED INSURANCE

BANK BALANCE **\$1,833,966**

Contributions	Expenses	Savings
Employer + Employee+Misc	Admin + Claims Paid	Difference
Oct '24 214,135	Oct '24 233,428	(19,293)
Nov '24 215,427	Nov '24 106,244	109,183
Dec '24 229,908	Dec '24 77,618	152,290
Jan '25 215,995	Jan '25 210,324	5,671
TOTALS \$ 875,465	\$ 627,614	\$ 247,851

GROWTH

<i>Residential</i>	January 2024	January 2025
	# YTD Amount	# YTD Amount
Building Permits	123 \$ 246,321	135 \$ 293,685
Water Taps	51 \$ 77,800	77 \$ 115,500
Sewer Taps	43 \$ 172,000	77 \$ 308,000

OTHER HIGHLIGHTS

	January 2024	January 2025
	One Month	One Month
Carroll Co Sales Tax	\$ 235,292	\$ 251,264
Douglas Co Sales Tax	\$ 214,936	\$ 329,350 *

Per DOR - Several companies filed large sale tax returns throughout 2024.

**SANITATION/
SOLID WASTE**

	January 2024	January 2025
Sanitation Revenue	\$ 413,569	\$ 444,024
Solid Waste Revenue	155,450	158,553
Transfer In/Misc.	8,592	5,616
Total Revenue	\$ 577,612	\$ 608,192
Sanitation Expenses	\$ 363,141	\$ 396,908
Solid Waste Expenses	139,081	112,517
Depreciation	23,332	30,000
Transfers Out - General Fund	19,744	21,109
Total Expenses	\$ 545,298	\$ 560,533
Net Income (Loss)	\$ 32,314	\$ 47,658



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)

☐	Retail Package Distilled Spirits	\$1,000.00
☒	Retail Package Malt Beverage	\$200.00
☐	Pouring License Restaurant	\$3,500.00
☐	Pouring License Supper Club	\$5,000.00
☐	Pouring License Private Club	\$3,500.00
☐	Growler License (In Conjunction with Retail Package Malt Beverage & Wine License)	\$200.00
☒	Retail Package Wine	\$100.00
☐	Limited Pouring License Restaurant	\$500.00
☐	Limited Pouring License Supper Club	\$3,000.00
☐	Limited Pouring License Private Club	\$500.00
☐	Alcohol Catering (In Conjunction with Limited Pouring License – Restaurant)	\$500.00
☐	Wine Tasting (In Conjunction with Retail Package Wine License)	\$100.00
☐	Wine & Craft Beer Boutique	\$500.00
☐	Wholesale Dealer	\$500.00

TYPE OF OUTLET

☒	Retail Package Sales
☐	Restaurant
☐	Special Event
☐	Supper Club
☐	Private Club
☐	Wine & Craft Beer Boutique

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. DURGUNTALA, 5263 Brookhollow Dr, 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:

MAHKA 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 ☐

KHAMMAN

Place of Birth

02/28/1970

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 Bukka</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>404 988 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.

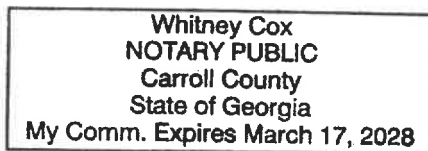
[Signature]
Applicants Signature (FULL NAME IN INK)

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.

[Signature] Cox My Commission Expires: 3/17/2028
Notary Public

(Seal)



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:

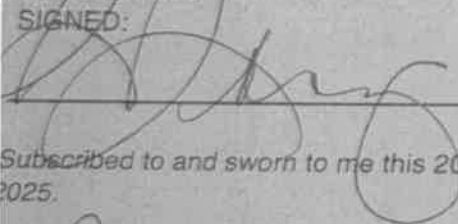
February 20, 2025

RAVI KUMAR DUPAGUNTALA/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

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

AFFP
LIQUOR LICENSE 03/11

Affidavit of Publication

STATE OF GEORGIA) SS
COUNTY OF CARROLL)

CITY OF VILLA RICA
PUBLIC NOTICE

Rachael Raney, being duly sworn, says:

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February 20, 2025

Publication Fees: \$ 42.00

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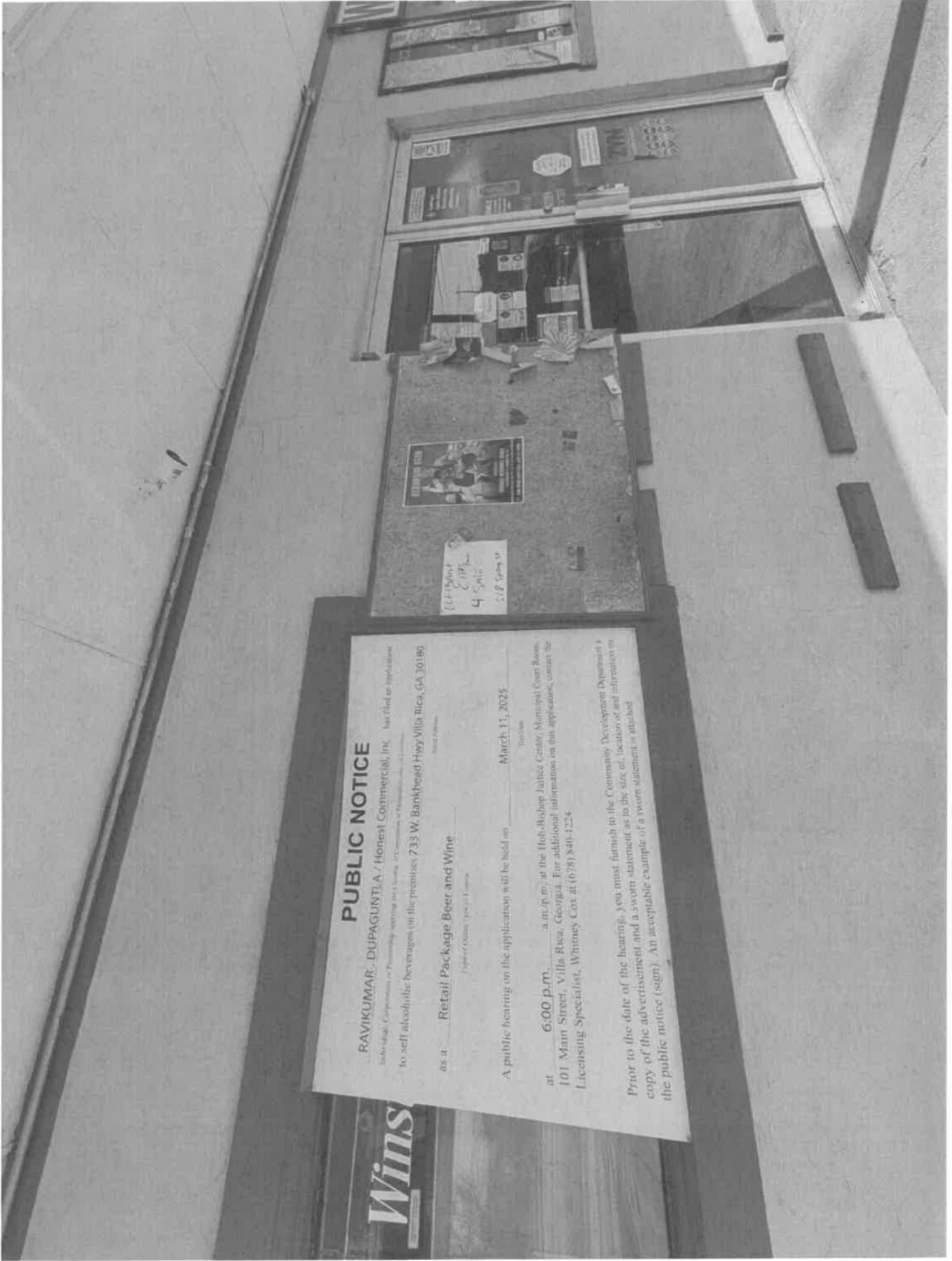
Subscribed to and sworn to me this 20th day of February 2025.



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, INC. has filed an application for a **Liquor License** for **Retail Package Beer and Wine** 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 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 **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

[2024 Assessment Notice \(PDF\)](#)

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:

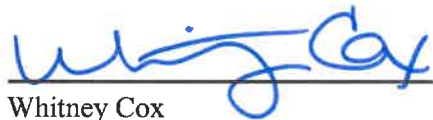
The applicant has posted a sign on the premises, as well as a notice in the Times-Georgian and the Douglas Sentinel, notifying the public of the application to obtain an alcoholic beverage license at the location.

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)

- | | | |
|-------------------------------------|---|------------|
| ☐ | Retail Package Distilled Spirits | \$1,000.00 |
| ☐ | Retail Package Malt Beverage | \$200.00 |
| ☒ | Pouring License Restaurant | \$3,500.00 |
| ☐ | Pouring License Supper Club | \$5,000.00 |
| ☐ | Pouring License Private Club | \$3,500.00 |
| ☐ | Growler License (In Conjunction with Retail Package Malt Beverage & Wine License) | \$200.00 |
| ☐ | Retail Package Wine | \$100.00 |
| ☐ | Limited Pouring License Restaurant | \$500.00 |
| ☐ | Limited Pouring License Supper Club | \$3,000.00 |
| ☐ | Limited Pouring License Private Club | \$500.00 |
| ☐ | Alcohol Catering (In Conjunction with Limited Pouring License – Restaurant) | \$500.00 |
| ☐ | Wine Tasting (In Conjunction with Retail Package Wine License) | \$100.00 |
| ☐ | Wine & Craft Beer Boutique | \$500.00 |
| ☐ | Wholesale Dealer | \$500.00 |

TYPE OF OUTLET

- | | |
|-------------------------------------|----------------------------|
| ☐ | Retail Package Sales |
| ☒ | Restaurant |
| ☐ | Special Event |
| ☐ | Supper Club |
| ☐ | Private Club |
| ☐ | 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:

9213 Carroll Rd Villa Rica GA 30180

Phone Number:

Business

678-8734833

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

Juritzzi 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, TN 37212 10 678-488-7974
Name Residence/Business Address Years Known Phone #

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

Brent Bridgers 38 Hidden Valley Dr Villa Rica, Ga 30180 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:

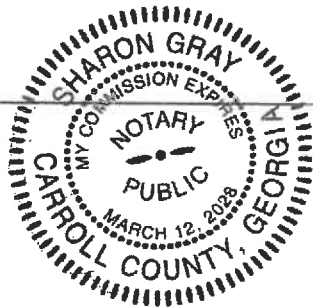
February 13, 2025

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

AFFP

CAPTIVATING CAMINO LIQUOR LIC

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF CARROLL } SS

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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:

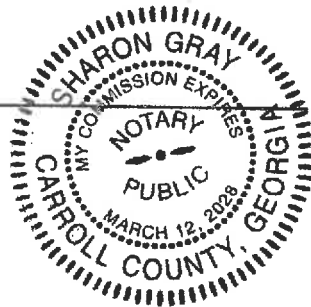
February 13, 2025

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:

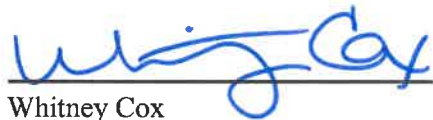
The applicant has posted a sign on the premises, as well as a notice in the Times-Georgian and the Douglas Sentinel, notifying the public of the application to obtain an alcoholic beverage license at the location.

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.

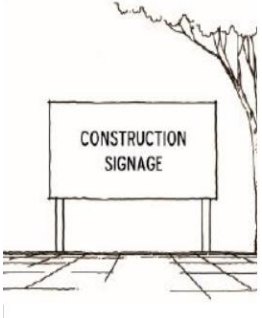
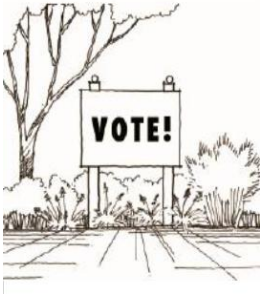
(Amd. of 7-12-2022)

Sec. 9.39. Temporary signs.

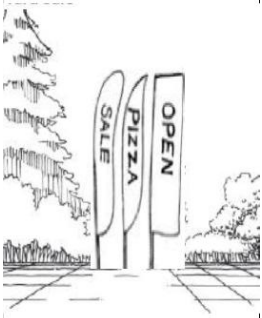
- 1) General Provisions. Temporary signs are allowed in addition to the number of permanent signs allowed for the property. However, combinations of permanent and temporary window signs shall not cover more than twenty-five percent (25%) of any window. In the case of an inconsistency between regulations 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

Lawn Signs 					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
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
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

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.)	2
					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

Banners 					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)
Inflatable Objects 				■	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)
Window Signs - Temp 				■	a. Quantity (max.)	1 per Window
					b. Sign Face Area	40% of window
					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)
Sidewalk Signs 				■	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)
Model/Temp Sales 	■		■		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.
- 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.

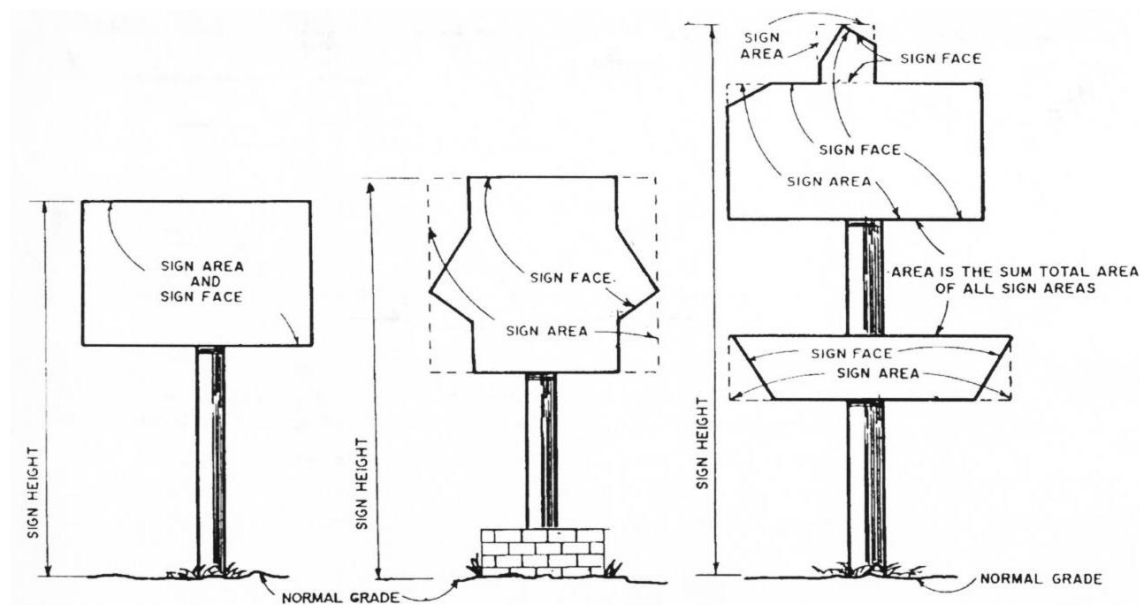
Sec. 9.14. Nonconforming signs.

- 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).

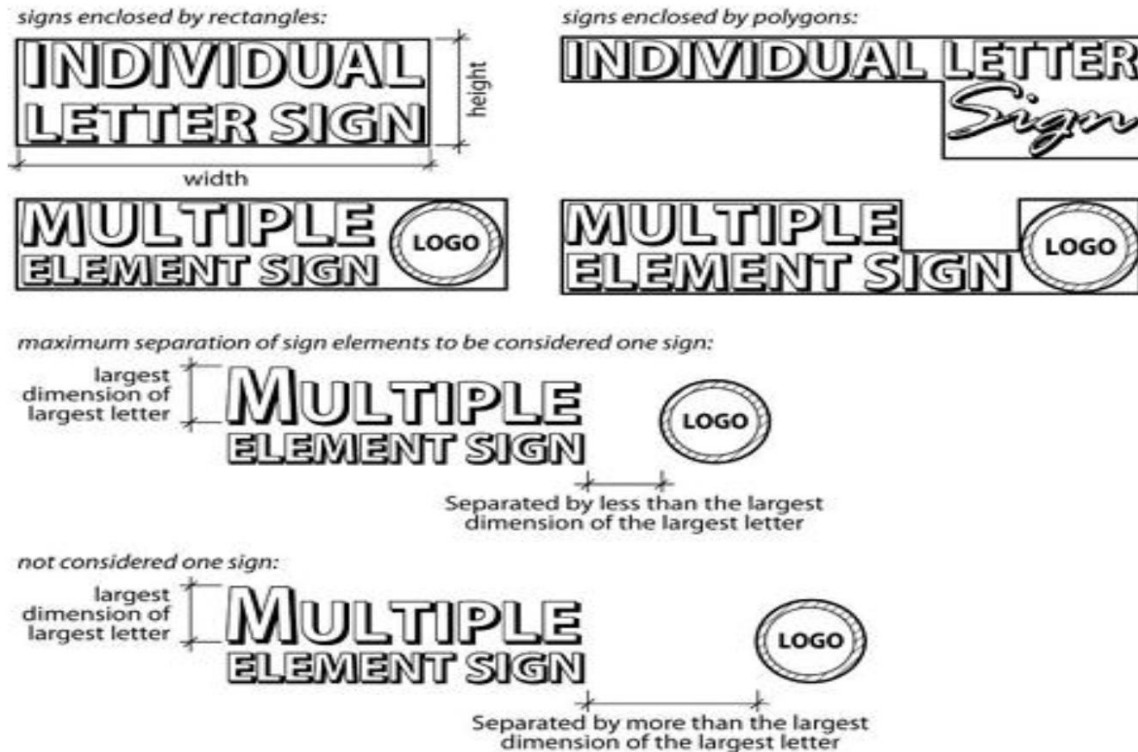


* Calculate area of smallest square, circle, rectangle or combination thereof, that can encompass the sign face.

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:
- 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.
 - 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.
 - 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.
 - 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.

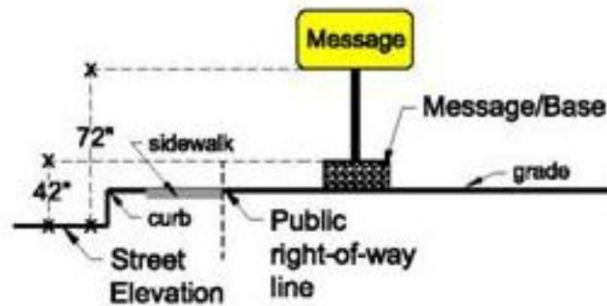
OPTION 1:

15' setback from public right-of-way line



OPTION 2:

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

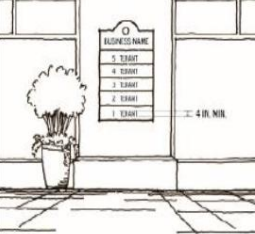


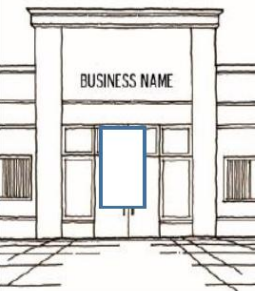
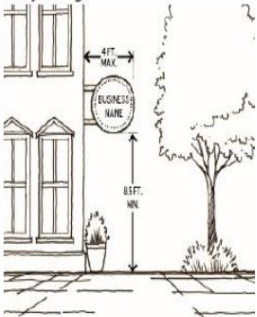
Sec. 9.17. Permanent signs.

- 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.	

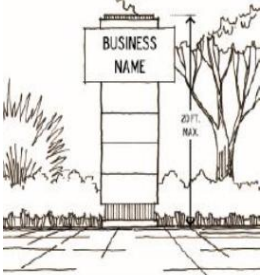
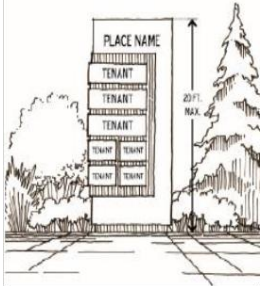
Table 9.1 Permanent Signs	AGR	IND	RES	COM	Specifications	
Awning 				■	a. Quantity (max.)	1 per Awning
					b. Sign Face Area	50% of Awning
					c. Height	NA
					d. Depth/Projection	8 ft
					e. Clearance	8.5 ft
					f. Setback	9.20(6), 3 ft from edge of pavement or curb
					g. Time of Display	NA
					h. Landscaping/Illumination	NA/9.20(7)
					i. Electronic Message Center	No
					j. Other	9.20
Canopy 				■	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
Directory Wall Sign 				■	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

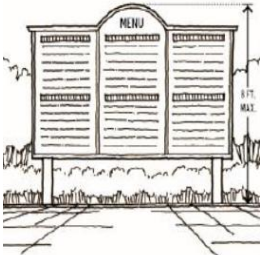
Wall, Single Tenant 						(Square Feet: Linear Feet)
					c. Height	9.29(1)
					d. Depth/Projection	12 inches from wall (max)
					e. Clearance	NA
					f. Setback	NA
					g. Time of Display	NA
					h. Landscaping/Illumination	No/Yes, 9.17(4), 9.29(1)(d)
					i. Electronic Message Center	No
Wall, Multiple Tenant 		■		■	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)
Projecting 				■	i. Electronic Message Center	No
					j. Other	9.29(2)
					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

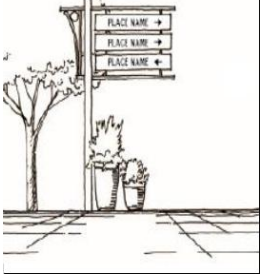
Suspended					b. Sign Face Area	12 sf (primary frontage), 8 sf (secondary frontage)
					c. Height	NA
					d. Depth/Projection	4 ft
					e. Clearance	8.5 ft
					f. Setback	NA
					g. Time of Display	NA
					h. Landscaping/Illumination	No/Yes, 9.17(4)
					i. Electronic Message Center	No
					j. Other	9.26
Suspended Single-Post	■	■		■	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
Window				■	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
				■	a. Quantity (max.)	1
					b. Sign Face Area	9.37(3), Within allowable sign area
					c. Height	9.37(3)

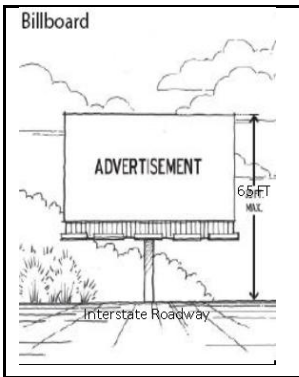
Time & Temperature (Digital) 					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	10 ft
					g. Time of Display	NA
					h. Landscaping/Illumination	NA/9.17(4)
					i. Electronic Message Center	No
					j. Other	Permitted on Monument and Wall Signs Only
Monument, Directory 				■	a. Quantity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

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

					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)

Menu Board 					i. Electronic Message Center	Yes
					j. Other	NA
Service Station Canopy 				■	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
Home Business 	■				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)

Post 					i. Electronic Message Center	No
					j. Other	Permissible in CMU Zoning District
Directional/Incidental 		■	■	■	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
Wayfinding 	■	■	■	■	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.

-
- 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.

-
- 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 within 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.

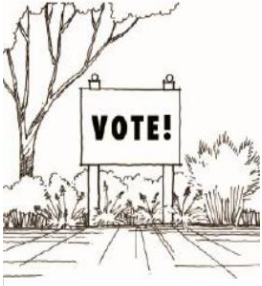
Sec. [9.39]. Temporary signs.

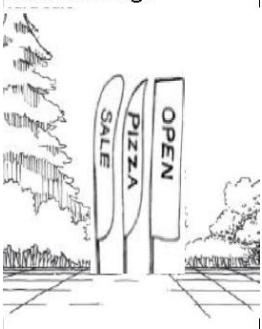
- 1) General Provisions. Temporary signs are allowed in addition to the number of permanent signs allowed for the property. However, combinations of permanent and temporary window signs shall not cover more than twenty-five percent (25%) of any window. In the case of an inconsistency between regulations 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)

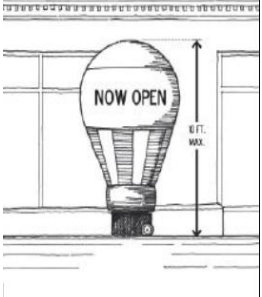
Zoning Districts	
AGR	AG
RES	R1, R2, SFA, MF1, MF2, PUD
COM	CBD, CMU, C1, C2, OMI, PUD
IND	I1, I2
(*)	In PUD zoned parcels, Residential Uses shall follow the RES regulations, and Commercial Uses shall follow the COM regulations.

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

Post and Panel Signs 					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)
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)
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
Hanging Sign Posts 	■	■	■	■	i. Permit	Required
					j. Other	9.40(4)
					a. Quantity (max.)	2
					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)
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

Inflatable Objects 					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)
Window Signs - Temp 				■	a. Quantity (max.)	1 per Window
					b. Sign Face Area	40% of window
					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
Sidewalk Signs 				■	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
Model/Temp Sales 	■		■		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
 - 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.
- 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



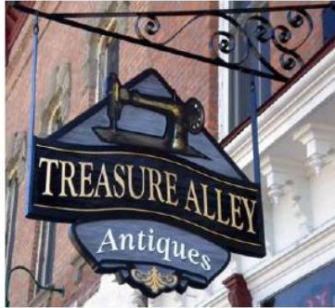
Signs should be sized to the scale of the building, the storefront, and the street.

- 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.

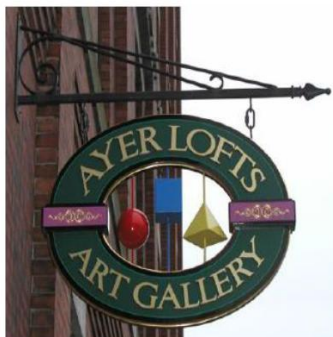
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- b) Wall signs should be generally oriented toward the pedestrian, and thus placed on a lower section of the building.
 - c) Placing or dimensioning a wall sign so that it spans the pilasters or detailing of a building should be avoided.
 - d) The 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.

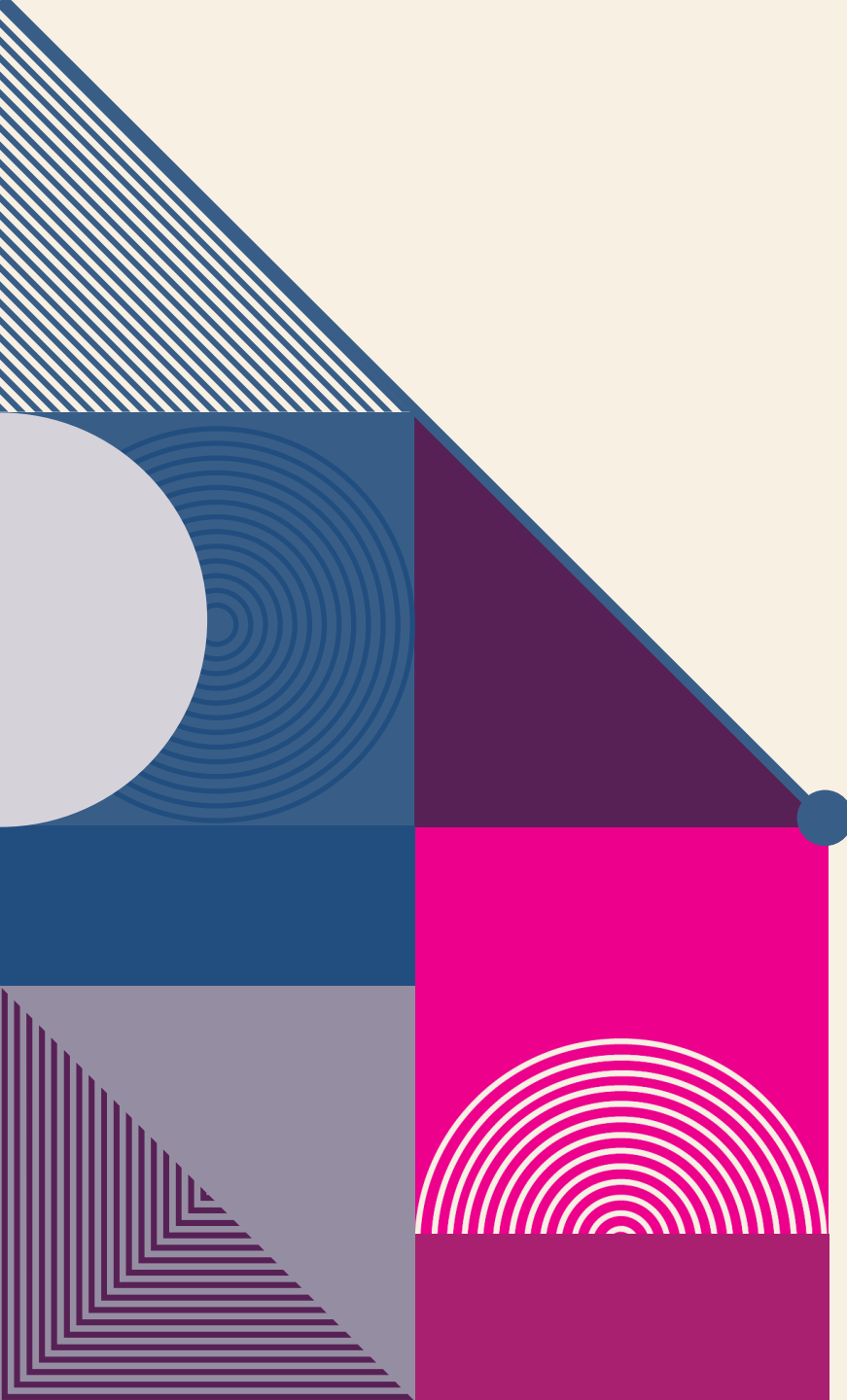
Examples below.

- 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 MANAGER UPDATE

March 2025



SNAPSHOT: UPDATES BY DEPARTMENT

- ✓ Completed
- ✓ Ongoing
- ✓ Future



ADMINISTRATION

Mayor & Council, City Manager, City Clerk, Finance, Information Technology & Human Resources

COMPLETED:

Laserfiche & Website Training

Benefit Broker RFQ

Utility Rate & Tier Review

The screenshot displays the 'Public Service Request System' interface. At the top, there's a navigation bar with 'Issues Reported' and 'Report An Issue' buttons. Below this, a sign-in form is visible with fields for 'First Name', 'Password', and 'Email'. A message states: 'There are no issues in your area. Sign In / Register and be the first one to report an issue'. A map is also shown, displaying various locations like 'Villa Rica Parks & Recreation', 'Sam's Club Distribution Center', 'Walmart Supercenter', and 'The Home Depot'. A status bar at the bottom indicates 'Last 30 days: 0 Acknowledged'.

ONGOING:

Website migration & Public Service Request App

Safe Streets & Roads for All Planning - Comprehensive Safety Action Plan

ACFR Preparation & Presentation

Local Vendor Preference & Other Purchasing Policy Updates

FUTURE

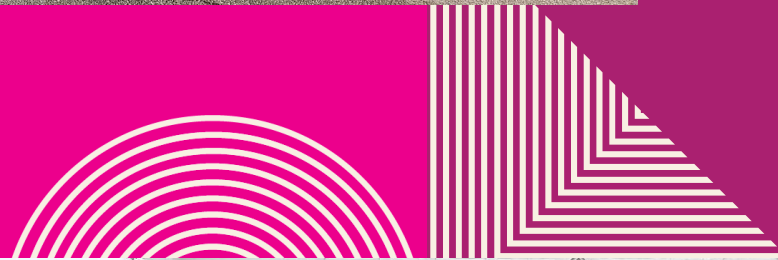
Employee Health Fair

Continue to review grant opportunities for current and proposed projects



DEVELOPMENT SERVICES

Building and Community Development



COMPLETED

Georgia Initiative for Community
Housing/Villa Rica Housing Initiative
Community Meeting March 6th - Library

Police Department flashing, rails, awnings
and doors painted

Downtown Parking lot - sidewalk, fencing
& railings completed; paving to be
completed weather permitting

FUTURE

Rivershire Townhomes

Walton Apartments (Phase II)

Flournoy A & B Land Disturbance Permit issued

Arpit Timbering Permit Issued

Downtown Gym floor replacement - approved;
construction to begin after Spring Break Camp
concludes

ONGOING

Code of Ordinance text amendments: Vape
Shop; Residential Rental Inspection &
Maintenance Program; Public Street Parking

WIC Building modifications and improvements

Parks Restrooms and Concession Stand repairs

Northwoods and Fairways 16/17 - model homes
built; additional building starting

Watermist 2A - received 7 different plans for
review





PARKS & RECREATION

Parks & Recreation includes Athletics, Programs, Events & Senior Services.
Other Community Resources include Library, Main Street,
Pine Mountain Gold Museum & Tourism.



COMPLETED

- › Athletic Coordinator, Cody Eller, completed NAYS Academy for Youth Sports Administrator certification.
- › Registration for spring sports and winter camps
- › Completed the new Parks & Recreation brochure.

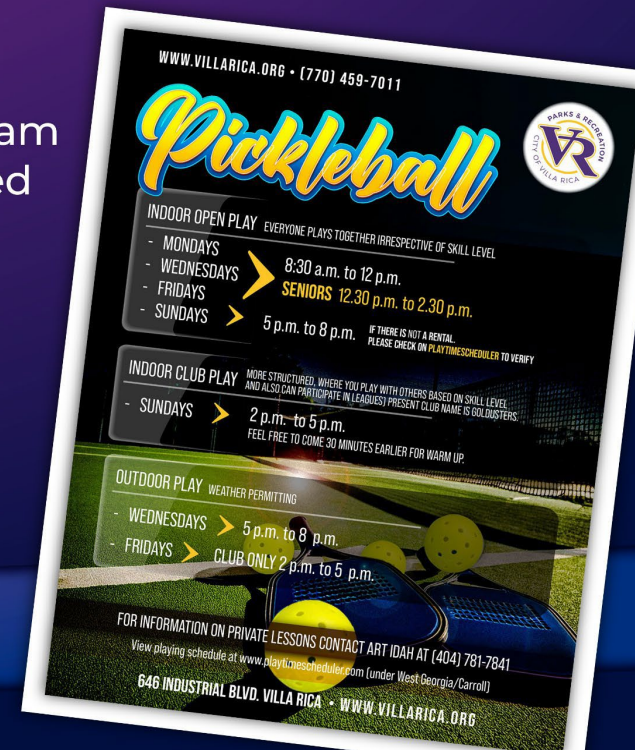


FUTURE

- › Gold Dust Park Improvements –
 - **Repaving tennis courts to Pickleball Courts**
 - **Gym bleacher replacement**
- › Rubber floor replacement at Downtown Gym
- › 2 Winter Break Camps (2/18 - 2/21)
- › Petals & Pinkies Tea Party (3/15) - **REGISTRATION FULL**
- › Fishing and Hunting Expo (March 2025)
- › Planning of Senior Center fashion show
- › 3 on 3 youth basketball (Ages 15-18 years old)
 - **Registration begins in April**

ONGOING

- › Youth basketball All-star teams have been selected and have started practicing together
- › Hosting the 12U Warm-Up tournament for All-star season, officially wrapping up the '24 basketball season
- › Player evals and team drafts for all spring sports to start the week of February 10th
- › Website migration
- › Open positions for summer camp program staff have been posted
- › Starting work on contracted camps for summer



COMPLETED

2025 Events Calendar

Rise-N-Shine Holiday Celebration (2/19)

Friends of the Library Book Sale

Main Street 4-Year Assessment (2/20) -
Accreditation

Approved two new members to CVB Board



ONGOING

CVB Board Appointments

Rise-N-Shine (3/19)

Library Improvements - Signage & Shelving

Carver High Experience Prep

Friends of the Library Trivia Night at Gabe's

Digital Marketing & Medial Campaigns

FUTURE

Rental Agreements for Amphitheater And
Development Services (First Floor)

Main Street Review and Approve
Sponsorship Packet for 2025 Events

One Book One Community

Ad for Atlanta Magazine March issue

Touch screen visitor info kiosk



PUBLIC SAFETY

Patrol, Criminal Investigations Unit and Command Staff
Also Includes Animal Control (quarterly updates)



Range Time and Strength Evaluation

Candidates were required to shoot an above average qualifying score on both pistol and rifle.

Candidates were evaluated on their stamina and strength on exercises including Bench Press, Squats, Push Ups and Sit Ups



S.R.T. TRYOUTS

Tryouts were held this month, and it showcased the many talents of the officers we are so fortunate to have.

SPECIAL RESPONSE TEAM (S.R.T.)

The city of Villa Rica is growing, and so is our PD. Having a fully outfitted Special Response Team that adheres to nationally recognized standards is essential to faster response times, appropriate handling of critical incidents, and recruitment and retention, giving opportunities to the professional candidates we are attracting from larger metro departments.



AGILITY COURSE

- ➡ Each candidate had to negotiate the PAT in less than the state required time frame.
- ➡ There was some wet grass, but thankfully, no spills!

COMPLETED

All officers received training on the new red dot system.

Beginning in January 2025, all new officers training hours increase from 11 weeks to 21 weeks annually (400 hours to 800 hours)

Mock assessment for certification last month

Law Enforcement Appreciation Day (Jan 9th)

Officer Commendation

Congratulations to Corporal Bishop for 25 years of service

ONGOING

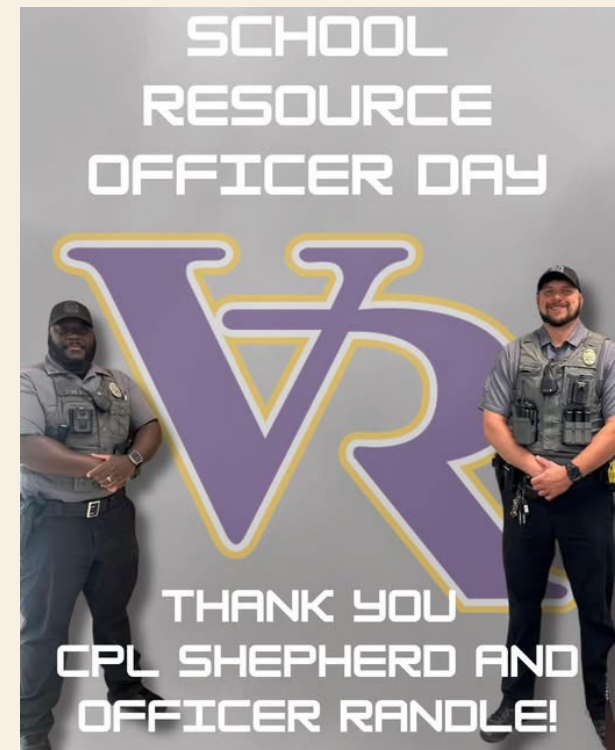
SRT: Policy Approved. Equipment ordered. Training to be split between 8 officers and take place twice this year.

Construction beginning with Blue Line Solutions in Jan 2025 for speed cameras in school zones

FUTURE

Review current PTV Ordinance and make recommendations

Working on the 2024 Annual Report





PUBLIC WORKS

Fleet, Grounds, Sign Shop, Solid Waste, Streets and Storm Water



COMPLETED

2023 EPD Annual Report approved by
GAEPD

City Christmas Holiday Décor Removed

FY2025 Vehicle Purchases

FY 2025 Equipment Purchases

FUTURE

Downtown pressure washing - sidewalks

LAP Recertification & Training - January
through June (to be completed by
September 2025)

ONGOING

Paving Schedule completed with Shoreline last week.
Final striping and speed humps to be reinstalled

Downtown parking lot -asphalt paving completed -
striping soon to follow

Coordinating traffic calming signs with speed bump
installation

Sidewalk improvements underway

APWA Lunch and Learn to take place Wednesday, March
27th at the V-Plex



UTILITIES

Water
Waste Water
Distribution



COMPLETED

New contract for water purchases with Douglas County Water Authority

Weekly - service line repairs; preventative maintenance utility locates; water production of 1.2-1.4 MGD; wastewater treatment 1.76 MGD; completed bacteriological and hexachromium sampling with mandated monthly production and testing reporting to regulatory agencies



ONGOING

Shoreline Force main
Cleghorn Lift Station

Church Street Water Main

Continue to review and develop various capital planning improvement strategies

Continued Utility Locates, Service Line Repairs and production of water and wastewater treatment



FUTURE

Achieve "WaterFirst" designation renewal

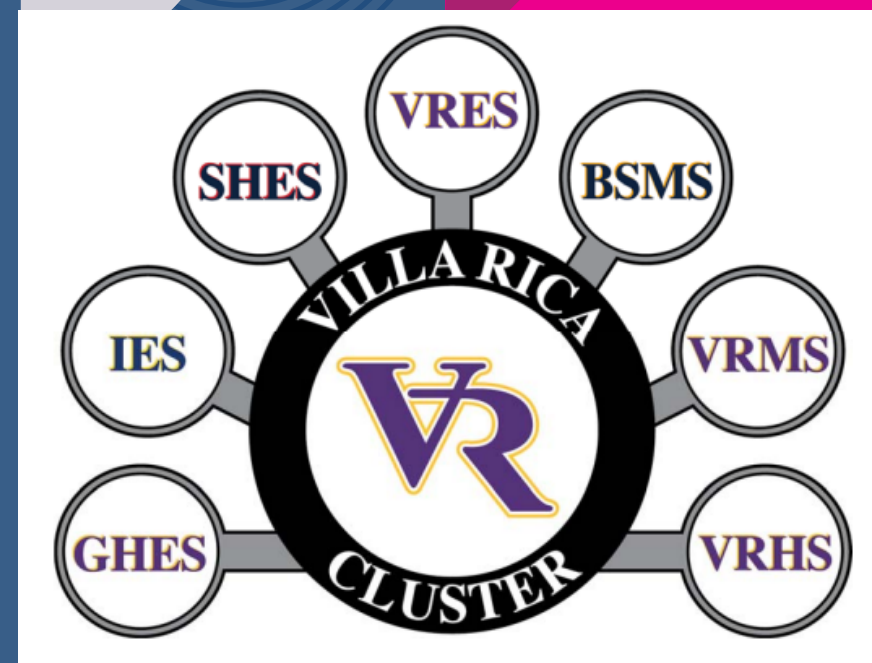
Renew Water Plant Operations permit

Develop ordinance changes that align with the Metropolitan North Georgia Water Planning District (MNGWPD)



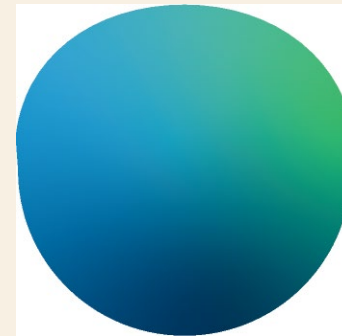
An abstract geometric composition divided into four quadrants by a central white circle. The top-left quadrant features a dark purple background with a series of parallel, light purple diagonal lines. The top-right quadrant has a light purple background with a series of concentric, dark purple squares. The bottom-left quadrant shows a dark blue background with a series of concentric, light blue circles. The bottom-right quadrant is split diagonally, with a magenta upper half and a bright pink lower half. A small, solid yellow circle is positioned at the center of the composition, overlapping the four quadrants.

Villa Rica Cluster



DOUGLAS COUNTY CHAMBER

- Virtual Nonprofit Industry Roundtable 3/4
- Small Business Success Series – Social Media and Your Business 3/12
- Women of Influence Breakfast (3/20): Overcoming Adversity to Reclaim Hope
- Douglas County Day at the Capitol 2/27
- Legislative Updates
- Round Table: Positivity and Motivation in the Workplace
- Douglasville State of the City 3/27



DOUGLAS COUNTY
CHAMBER

CARROLL COUNTY CHAMBER/CARROLL TOMORROW

- The Original Craft Night (Tonight-3/11)
- Small business Assistance 3/13 & 4/17
- Chamber Membership Breakfast 3/20
- 70th Anniversary Annual Meeting of the Carroll County Chamber of Commerce on May 3, 2025



Chris Clark
Georgia Chamber
President & CEO

**MEMBERSHIP
BREAKFAST**

Thursday, March 20, 2025
7:30 AM - 9:00am
Members: \$25
Future Members: \$35

**Reserve Your
Seat Today**









Please join us for the
and Annual Meeting
70th Anniversary Celebration
Saturday, May 3, 2025

Reception 7:00 p.m. - 7:30 p.m.
Dinner and Awards Program begins at 7:30 p.m.
University of West Georgia
Campus Center Ballroom
302 W Georgia Drive | Carrollton

Reserve your table or seats by April 11, 2025
Events@carroll-ga.org

Derby Attire Requested
Hats for the Ladies ~ Ties for the Gents



VILLA RICA CLUSTER SCHOOLS UPDATE

- GHES held a student led assembly for Black History Month; Congrats to Abri Morris and Carter Dunbar who represented Carroll Co in Elevate Chorus at the GEMA Conference
- VRES: Enjoyed the family Sweetheart Dance last month
- SHES has 6 students competing in the State Technology Competition in March.
- IES celebrated black history month with Artist Gerald Byrd as a guest speaker and featured his art work
- VRMS : Welcomes a new Career Coach Mrs. Kimberly Benford and Mrs. Pace our instructional coach was awarded as a Trailblazer.
- BSMS welcomed a new Assistant Principal Mr. Sam Robinson, and celebrated Black History Month with an assembly, and promoted teachers and staff on their "Why's" Poster contest
- VRHS Celebrated Black History Month with an assembly and guest speaker Chief Ron Applin for the Atlanta Public Schools Police Department.
- VRHS Wrestling season finished its season with a bang by winning Region Championships in both the Duals and Traditional Tournaments.



**Villa Rica Cluster
Schools**



THANK YOU

Diana DeSanto, Interim City Manager

Direct Line: 770-550-2520

Email: ddesanto@villarica.gov