

CITY COUNCIL
JEFF REESE, MAYOR
GIL MCDUGAL, MAYOR PRO-TEM
DANNY CARTER
SHIRLEY MARCHMAN
LESLIE MCPHERSON
MATTHEW MONTAHAN

City of Villa Rica



CITY MANAGER: TOM BARBER
CITY CLERK: ALISA DOYAL
CITY ATTORNEY: C. DAVID
MECKLIN

571 W BANKHEAD HWY
VILLA RICA, GA. 30180
770.459.7000 | VILLARICA.ORG

MAYOR & COUNCIL MONTHLY MEETING AGENDA

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

June 11, 2019 | 6:00 PM

Meeting Call to Order (Mayor Jeff Reese)

Invocation (Councilman Danny Carter)

Pledge of Allegiance (Mayor Jeff Reese)

Ceremonial Presentations (Mayor & Council)

- Employee Anniversaries:
Dewayne Brazier - 5 Years of Service
Mark Grizzard - 5 Years of Service
Blake Terry - 10 Years of Service
- Oath of Office: Monroe Spake - Reappointment to the Housing Authority Board
- Oath of Office: Andy Hill Appointment to the Downtown Development Authority
- Oath of Office: Nancy Stolz-Jeffares Appointment to the Cemetery Commission

Adoption of the Agenda (Mayor Jeff Reese)

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)

A. Governing Body (Mayor Jeff Reese)

1. Approval of Minutes: Meeting Minutes of May 28, 2019
2. To Approve the Revised Animal Control Ordinance (Councilwoman Leslie McPherson)

B. Community Development (Bobby Elliott, Director)

1. Variance Request VA-03-19
2. New Villa Rica Sign Ordinance - for Discussion Purposes

C. Economic Development (Janet Chumley, Main Street Manager)

1. September 28, 2019 Summer Concert Series – Alabama Blues Brothers

2. Sound and Lighting -September 28, 2019 Summer Concert Series

D. Utilities (Pete Zorbanos, Director)

1. Sewage Air Relief Valve Replacement (Dean Zeigler, WPCP Manager)
2. Amendment to Agreement with Brennan Jones Engineering Associates (Pete Zorbanos, Utilities Director)

E. City Manager (Tom Barber)

1. Modification to Health Insurance Plan Document
2. Modification of Downtown Sidewalk to Provide ADA Accessibility
3. Resurfacing Parking Lot at Old Library and Repairing Community Square Blvd in Front of Post Office

F. Executive Session (David Mecklin, City Attorney)

1. Meeting to discuss or vote to authorize negotiations to purchase, dispose of or lease property as provided in Georgia Code section 50-14-3(b)(1)(B).

Adjournment

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CITY COUNCIL MONTHLY MEETING MINUTES

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
Tuesday, May 28, 2019 | 6:00 pm

Meeting Call to Order (Mayor Jeff Reese)

Mayor Jeff Reese called the meeting to order at 6:00 pm. Present: Mayor Jeff Reese, Councilman Danny Carter, Councilwoman Leslie McPherson, Councilwoman Shirley Marchman, and Councilman Matthew Momtahan. Mayor Pro Tem Gil McDougal was absent.

Invocation (Councilwoman Leslie McPherson)

Councilwoman Leslie McPherson gave the Invocation.

Pledge of Allegiance (Mayor Jeff Reese)

Mayor Jeff Reese led the Pledge of Allegiance.

Ceremonial Presentations (Mayor and Council)

- Mayor Reese reappointed Monroe Spake to the Housing Authority Board for a term of three years.
- Mayor Reese reappointed Michael Young to the Recreation Advisory Board for a term of three years.
- Appointed Andy Hill to the Downtown Development Authority for a term of four years.
- Tabled the reappointment of Matthew Momtahan to the Downtown Development Authority to the next meeting.
- Mayor Reese appointed Nancy Stolz-Jeffares to the Cemetery Commission for a term of three years.
- Mayor Reese recognized the students and coaches of the Villa Rica High School Academic Decathlon.

Adoption of Agenda (Mayor Jeff Reese)

Councilwoman Shirley Marchman made the motion to adopt the agenda.

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

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)

Two citizens made a public comment.

Council Updates (Subjects of General Interest and Concern)

Mayor Reese recognized District 2 Commissioner Clint Chance who was present for the meeting. Councilwoman Leslie McPherson announced that early voting has begun at the county office for the Commissioner Chair and

will end on June 14. Election day is June 18 and will be in Villa Rica. She also recognized some of the retail stores in downtown.

A. Governing Body (Mayor Jeff Reese)

1. Approval of Minutes: Meeting Minutes of May 14, 2019

Councilwoman Shirley Marchman made the motion of approve the Meeting Minutes of May 14, 2019.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Shirley Marchman, Councilwoman
SECONDER:	Leslie McPherson, Councilwoman
AYES:	Marchman, McPherson, Carter, Momtahan

B. Community Development (Bobby Elliott, Director)

1. Conditional Use Application: 716 Newport Drive

Public Hearing: None.

Councilwoman Leslie McPherson made the motion to approve the Conditional Use Application for a Family Daycare Home as presented.

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

2. Alcoholic Beverage Application for SA Vaping, Inc.

Public Hearing: None.

Councilman Danny Carter made the motion to approve the alcoholic beverage application for SA Vaping Inc., located 125 Commons Way, Suite 105, Villa Rica.

RESULT:	ADOPTED (VOTE: 3-1)
MOVER:	Danny Carter, Councilman
SECONDER:	Matthew Momtahan, Councilman
AYES:	Carter, Momtahan, McPherson
NAYS:	Marchman

C. Information Technology (Jim Chambers, Manager)

1. Council Chambers Audio/Visual (AV) Upgrade

Councilman Danny Carter made the motion to approve the upgrade to the AV system with 2 additional mics for \$3,453.47.

RESULT:	FAILED (VOTE: 2-2, MAYOR OPPOSED-MOTION FAILED)
MOVER:	Danny Carter, Councilman
SECONDER:	Shirley Marchman, Councilwoman
AYES:	Carter, Marchman
NAYS:	Momtahan, McPherson

***The vote was tied (2-2). Mayor Reese voted to oppose the motion. The motion failed.**

2. Council Chambers Audio/Visual (AV) Upgrade

Councilman Danny Carter made the motion to approve the upgrade to the AV system with an 86” monitor for \$6,425.89.

RESULT: **FAILED (VOTE: 2-2, MAYOR OPPOSED-MOTION FAILED)**
MOVER: Danny Carter, Councilman
SECONDER: Shirley Marchman, Councilwoman
AYES: Carter, Marchman
NAYS: Momtahan, McPherson

***The vote was tied (2-2). Mayor Reese voted to oppose the motion. The motion failed.**

3. Approval of SyncGlobal Re-Term

Councilman Danny Carter made the motion to approve the re-term with SyncGlobal for two years at a cost of \$7,366.40 a month.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Leslie McPherson, Councilwoman
AYES: Carter, McPherson, Marchman, Momtahan

D. Finance (Sarah Hefty, CFO)

1. Financial Update: April 2019

CFO Sarah Hefty presented the April 2019 Financial Update.

2. 2019 Budget Amendments

Councilman Danny Carter made the motion to adopt the ordinance approving an amendment to the budget for the fiscal year 2019 for the City pursuant to Section 2-71 of the City Charter with the provision as shown on Exhibit “A” stricken the audio/visual equipment.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Leslie McPherson, Councilwoman
AYES: Carter, McPherson, Marchman, Momtahan

E. City Manager (Tom Barber)

1. Agreement with Norfolk Southern to improve the Connors Road Railroad

Councilman Danny Carter made the motion to authorize the Mayor to execute an agreement with Norfolk Southern Railway Company to improve the Connors Road crossing for an amount not to exceed \$20,006.65.

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

City Manager’s Report (Tom Barber)

City Manager Tom Barber gave a report of city projects.

Adjournment

Councilman Danny Carter made the motion to adjourn, seconded by Councilman Matthew Momtahan.
Vote: 4-0. Motion approved.

Mayor Jeff Reese

Alisa Doyal, City Clerk



Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: To Approve the Revised Animal Control Ordinance

AGENDA DATE: June 11, 2019

DATE PREPARED: June 03, 2019

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To approve a revision to the animal control ordinance.

BACKGROUND: Councilmember McPherson has requested that City Council approve the proposed revision to the animal control ordinance.

The City Attorney has informed us that the County will not take up the County's animal control ordinance until the upcoming County elections have been held and after all of the County's municipalities have expressed their general agreement with the final draft.

In April the City Council gave their consent to the initial draft.

STAFF RECOMMENDATION: Based on the City Attorney's advice, staff recommends that we wait any the County approves a final draft of the revised ordinance before we act.

IMPACT: Staff's understanding is that the County will only enforce the animal control ordinance that they have in place, so any changes that Villa Rica might make won't be enforced until the County adopts the same changes.

MOTION: I move that we approve a resolution to amend sections 14-51, 14-53, 14-54 and 14-60 of Chapter 14 – Animals of the animal control ordinance.

ARTICLE III. - ANIMAL CONTROL

Sec. 14-51. - 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:

Abandoned animal. An animal shall be considered abandoned under the following conditions:

- (1) Any animal placed upon public property or within a public building and left unattended or uncared for;
- (2) Any animal placed upon private property of another without the express permission of the owner, custodian or tenant and left unattended or uncared for; or
- (3) Any animal left on the property of the owner or custodian of such animal for more than 36 hours unattended and without food and water.

Adequate shelter means a protective cover for a pet appropriate for the species and adequate space to maintain the pet in good health, which also prevents pain, suffering or a significant risk to the pet's health.

"Adequate shelter" includes, but is not limited to, the following: sufficient coverage and insulation to protect a pet from extreme hot and cold temperatures and severe weather that could cause harm to a pet; sufficient protection from the elements to keep the pet dry; sufficient shade and ventilation to prevent a pet from overheating and/or dehydrating; and adequate bedding or resting area suitable for the breed, species, age, size, and medical condition of the animal.

"Adequate shelter" is structurally sound housing which provides a pet with:"

a. Adequate space;

b. Three solid walls;

c. A roof;

d. A dry floor that is either: solid or grids, provided the pet can easily stand, walk, lay and sit on the grids without its feet or body parts being caught, damaged, or injured. The floor and area under the floor must be designed so that it can be cleaned and sanitized.

e. Adequate ventilation;

f. An adequate entrance; and

g. Adequate space for the number of pets on the property.

Materials not suitable for shelters include, but are not limited to: inadequately insulated containers; crates with exposed sharp edges; metal or plastic drums; abandoned or parked vehicles; porches or decks; lean-tos; any other structure that fails to provide sufficient protection from the elements; and any other structure that is not safe or suitable for housing the species.

Animal means any type of domestic or exotic animal or fowl including, but not limited to, dogs and cats.

Animal control department or department means the department responsible for administering and enforcing the provisions of this article.

Animal establishment means any pet shop, kennel, grooming shop, auction, performing animal exhibition or other facility engaged in the handling of animals, excluding licensed veterinarians and veterinary clinics and hospitals.

Animal nuisance. An animal shall be considered a nuisance if it:

- (1) Damages, soils, defiles or defecates on private property (other than the property of the owner of the animal), or public property and recreational areas;
- (2) Causes unsanitary, dangerous, or offensive conditions;
- (3) Causes a disturbance by excessive barking or other noisemaking;
- (4) Molests, attacks or interferes with persons on public or private property, unless the animal is a guard dog actively performing its duties while confined to the property of the owner or responsible person;
- (5) Chases vehicles;
- (6) Attacks other animals; or
- (7) Runs uncontrolled.

Animal shelter means any facility operated by any governmental entity, humane society or other organization for the purpose of impounding or caring for animals held under the authority of this article or state law.

At large. An animal is considered at large when it is not under control as provided in this article.

Auctions means any place or facility where animals are regularly bought, sold or traded, except for those facilities otherwise defined in this article. Individual sales of animals by owners are not auctions as defined in this article.

Community cat means an unowned, free-roaming cat that has been marked by surgical ear-tip pursuant to a community cat program or a TNR (Trap, Neuter, Return) program approved and operated by the department.

Cruelty means any act, omission or neglect whereby unjustifiable pain, suffering, maiming or death may be caused or permitted to any animal as defined in this section.

Department means the Carroll County Animal Control Department or other department designated by the governing authority.

Feral cat means a cat that is unsocialized to humans and has a temperament of extreme fear of and resistance to contact with humans.

Feral cat caregiver means any person who, in accordance with a community cat program or a TNR program approved and implemented by the department:

- (1) Provides care, including food, shelter or medical needs to the cat; or
- (2) Has temporary custody of the cat.

Humane manner means care of an animal including, but not limited to, adequate heat, ventilation, sanitary shelter, wholesome fresh food and access to fresh, clean, wholesome water at all times, consistent with the normal requirements and feeding habits of the animal's size, species and breed.

Kennel means any premises where any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee or selling animals.

Owner means any person who has title to or the right to possession of an animal, including, but not limited to, the caretaker or custodian of any animal or person harboring or having control of an animal. An animal is deemed in a person's possession if it is fed or sheltered for three consecutive days or more.

Pet shop means any person engaged in the business of buying or selling two or more species of live animals with the intent that they be kept as pets.

Spayed or neutered means incapable of sexual reproduction.

~~*Tethering.* An animal may be restrained using a tethering device in which the chain or tether must be attached to both the animal and the anchor using a swivel or similar devices that prevent the chain or tether from becoming entangled or twisted. The chain or tether must be attached to a well-fitted collar or harness. The chain or tether cannot be used without a well fitting collar or harness. The chain or tether must be at least four times the body length of the animal measured from the tip of the nose to the base of its tail. *Tether or tethering* means the restraint and confinement of an animal by use of a chain or similar restraint device.~~

Under control. Any animal shall be considered under control if it is confined to the premises of its owner, or is secured by a leash, chain or lead of sufficient strength to prevent it from escaping from its owner when away from the premises of the owner.

Veterinary clinic or hospital means a clinic or hospital operated by a licensed veterinarian.

Vicious or dangerous animal means any animal which constitutes a physical threat to human beings or other animals by virtue of one or more documented, provoked or unprovoked attacks or threats of attack of such severity as to cause property damage, physical injury or significant mental trauma to the victim. Animal attacks on persons or other animals shall be documented by reporting such attacks to the county animal control office.

(Ord. of 11-28-95, § 3-1-3; Ord. of 5-5-15, § 1)

Cross reference— Definitions generally, § 1-2.

Sec. ~~1114~~-52. - Purpose; scope.

- (a) It is the intent of this article to make animal owners responsible and accountable for the actions, behavior and conditions of their animals.
- (b) Nothing in this article shall be interpreted or applied so as to create any power or duty in conflict with the preemptive effect of any federal, state or municipal law.

(Ord. of 11-28-95, §§ 3-1-1, 3-1-2)

Sec. 14-53. - Animal control.

- (a) *Generally.* An animal owners' premises shall be maintained in such a manner as not to constitute either a private nuisance to adjoining property owners or a nuisance to the public generally. Pens or enclosures in which animals are confined or maintained shall at all times be kept and maintained in a proper, clean and sanitary condition so they are kept free from offensive odors which would disturb any person residing within a reasonable distance of the premises. The animals themselves shall be restrained in such a fashion that they shall not disturb such persons by making noise. An animal may be restrained by using a tethering device as defined in section 15-51 but such tethering area must also be maintained in a proper clean and sanitary condition and the tethered animal must have access to adequate food, water and shelter while on such tether.
- (b) *Livestock or fowl.* It shall be unlawful for any person to have, control or possess any pasture or enclosure for livestock or fowl in any fashion not authorized by the zoning ordinance of the county.

(c) *Restraint.*

- (1) *Generally.* An animal owner shall restrain his animal in such a way as to prevent the animal from having access to the property of another person, without the permission of that person. An animal may leave the property of the animal owner when accompanied by the animal owner, but the animal owner must have the animal on a leash and must prevent the animal from having access to the property of another person without the permission of that person, or from attacking, threatening or harassing other persons.
- (2) *Dogs and cats.* An owner of a dog, cat, or any animal shall restrain the animal in such a manner, whether by leash, fence or other appropriate enclosure (fence, pen, etc.), which will ensure that the animal is contained within the boundaries of the property owned or leased by the owner of the animal. In all residentially zoned districts (including subdivisions and mobile home parks and/or subdivisions) dogs, cats or any other animal shall be actively restrained as provided for in this article in order to prevent their leaving the property of their owner, unless the animal is under the direct supervision and control of the owner of the animal or his designee.
- (3) *Attack prevention.* An animal owner shall restrain his animal in such a manner as to prevent the animal from attacking, threatening or harassing any person on the public right-of-way of the roads, streets, highways and sidewalks in the county.

(4) *Proper tethering device.* An animal may be restrained by a tethering or a tethering device but such tethering area must also be maintained in a proper clean and sanitary condition and the tethered animal must have access to adequate food, water and shelter while on such tether. A tethering device must be attached to both the animal and the anchor using a swivel or similar devices that prevent the chain or tether from becoming entangled or twisted. The chain or tether must be attached to a well-fitted collar or harness on the animal. The chain or tether must be at least four times the body length of the animal measured from the tip of the nose to the base of its tail. The area where the animal is tethered must be clear of debris and clear of any object that would entangle the chain or tether. The chain or tether must be of adequate size and strength for the animal. Logging chains or such devices are prohibited. A trolley system or a tether attached to a pulley in a cable run is also allowed, provided these listed conditions are met. Chaining or tethering an animal to a vehicle, dog house, tree, or pole will not be permitted.

- (d) *Vicious or dangerous animals.* Any owner of a vicious animal shall confine it within a building or secure enclosure and not release it unless it is securely muzzled and under restraint. Any vicious animal not secured as provided in this article is declared a nuisance and may be impounded pursuant to the provisions of this article and/or confined by the department for a period of 30 days. If an action is brought in any court of competent jurisdiction concerning the attack or attempt to attack by such animal, the period of confinement may be extended until the entry of a final order of disposition in such action. Further, in any prosecution of an owner or a responsible person of any vicious animal for any violation of this article, the court may, upon conviction entered against the owner or responsible person, order that the animal be humanely destroyed.
- (e) *Hunting dogs.* Hunting dogs in the custody of persons hunting in accordance with state game and fish department laws, rules and regulations are exempt from the mandates of this section. The owners of such dogs shall be civilly liable for any damage occasioned by the actions of their dogs.
- (f) *Animals in heat.* Any owner or custodian shall confine any dog or cat in heat—, either indoors and/or in such a way as to make it impossible for other dogs or cats to impregnate.
- (g) *Animals at large.* It shall be unlawful for any person owning or having control of any chickens, ducks, horses, cows, goats, pigs, dogs, cats or any other type of animal, livestock, or other fowl within the county to permit them to run at large or to be a menace or nuisance to that person's neighbors or the public in general. In regard to poultry and/or fowl as referenced in this subsection, same shall be confined in an enclosure, housing or pen of some sort to the extent possible.

(h) Stray Cats. Any stray cat without any traceable form of identification that is impounded or brought to the animal shelter and deemed eligible may be transferred immediately to a community cat program, TNR program, placed for adoption, or disposed of by the department or designee of the County.

(Ord. of 11-28-95, § 3-1-4; Ord. of 5-5-15, § 1)

Sec. 14-54. - Impoundment.

Any animal at large or otherwise in violation of the provisions of this article may be impounded in the animal shelter in a humane manner, for a period of not less than three days, in accordance with the following provisions:

- (1) If within that time an animal so impounded has not been reclaimed by its owner in accordance with the provisions of this article, the animal shall become the absolute property of the department, which may convey ownership of the animal to any responsible person or any conditions that the department may prescribe, or the department may humanely destroy the animal.
- (2) An animal control officer may follow an animal that has been seen by that officer running at large onto private property to capture and impound the animal. No injunction, action or claim for damages may be brought against the department or its officers, agents or employees with respect to actions contemplated in this section.
- (3) The department shall make a reasonable effort to notify the owner of any animal impounded in the animal shelter that the animal has been impounded, the manner by which the animal may be reclaimed, and that the animal shall become the property of the department as provided in this section.
- (4) Following the impoundment of an animal found at large which has on its owner's address, and prior to its destruction the department shall use reasonable care to give the owner five days' notice of the proposed destruction.
- (5) Notwithstanding any provision of this article to the contrary, the department may refuse to release any animal impounded in the animal shelter for rabies, contagious disease quarantine or for use as evidence in a criminal prosecution for any time period as the department may determine.
- (6) Notwithstanding any provision of this article to the contrary, the department may humanely destroy any animal impounded in the animal shelter when the department reasonably believes that destruction of the animal is necessary to prevent disease, injury or overcrowding in the animal shelter, or to prevent the presence or threatened presence of contagious disease, the likelihood of danger or injury to humans or animals or any other condition.
- (7) Notwithstanding any provision of this article to the contrary, the department may humanely destroy any animal impounded in the animal shelter when the animal control department reasonably believes the animal has sustained an injury or disease which will likely result in maiming, prolonged and/or severe suffering or death.
- (8) The department may set all appropriate fees pertaining to the care and impoundment of animals.
- (9) Feral cats, kittens younger than four months, and puppies younger than four months may be impounded for a period of less than three days in the discretion of the department.
- (10) No healthy community cat shall be impounded unless it:
 - (a) Damages the personal or private property of a person or legal entity that seeks its impoundment; or
 - (b) Creates unsanitary conditions, offensive or objectionable odors.

(Ord. of 11-28-95, § 3-1-5(a))

Sec. 14-55. - Rabies.

- (a) Any person who knows that an animal, domestic or wild, is rabid or suspects an animal of having rabies, or knows that an animal has been bitten by a rabid animal, shall promptly report the information, to the extent known, to the state department of human resources and the department.
- (b) It shall be the duty of the owner, the health department, physicians, hospitals or any other person or agency gaining information that any domestic animal has been bitten or is probably infected with rabies, to impound the animal in the facility of a competent veterinarian within this county, where the animal shall be held for observation for any period of time as may be reasonably necessary to determine whether or not the animal is infected with rabies.

(Ord. of 11-28-95, § 3-1-5(b))

Sec. 14-56. - Adoption.

The department may convey ownership (permit adoption) of any animal which has become the property of the department to a responsible person subject to conditions prescribed by the department, including, but not limited to, the following:

- (1) Payment of an adoption fee to be set by the ~~department~~[board of commissioners](#) and any vaccination, licensing or veterinary costs;
- (2) Evidence that the animal has been, or will be, examined by a veterinarian and vaccinations against rabies and other disease administered; and
- (3) Evidence that the animal has been, or will be, neutered or spayed.

(Ord. of 11-28-95, § 3-1-5(c))

Sec. 14-57. - Cruelty to animals.

It shall be unlawful for any person, either by act or omission, to:

- (1) Overdrive, overload, overwork, torture, beat, mutilate, kill needlessly, carry or confine in a vehicle in an inhumane manner, or otherwise mistreat, any animal;
- (2) Fail to provide any animal with proper food and veterinary care;
- (3) Fail to provide any animal with access to shelter to protect it from all types of weather, 24 hours daily;
- (4) Fail to provide any animal access to good and wholesome fresh water at all times;
- (5) Intentionally poison any animal;
- (6) Allow or promote any fight between animals, or to allow or permit any fight in or upon any premises in that person's possession or under that person's control;
- (7) Allow an animal to be kept in unsanitary conditions; or
- (8) Knowingly or willingly permit or aid in the release of any animal on any property with the intention of abandoning the animal, [except for feral cat caregivers or pursuant to a community cat program or TNR program approved and implemented by the department.](#)

[\(9\) Fail to provide a proper tether device or proper tethering area in accordance with this article.](#)

[\(10\) Fail to provide any pet with access to an adequate shelter.](#)

(Ord. of 11-28-95, § 3-1-6)

Sec. 14-58. - Vaccination.

- (a) All animal owners within the county shall have their animals over three months of age, including both dogs and cats, inoculated for the prevention of rabies.
- (b) The department may adopt any other rabies control regulations as it deems necessary for the protection of public health and safety.
- (c) All regulations of the state department of human resources presently existing or as adopted in the future pertaining to rabies control and vaccination are incorporated in this article by reference as though fully set forth in this article.

(Ord. of 11-28-95, § 3-1-7)

Sec. 14-59. - Animal establishments.

(a) *Permits.*

- (1) *Required.* No person shall operate an animal establishment without first obtaining a permit from the department, nor may any person operate an animal establishment in a manner in violation of any provision of this article.
- (2) *Term.* The license period shall begin with the first day of the calendar year and shall run for one year. Renewal application for permits shall be made 30 days prior to and up to 60 days after January 1 of each year. Application for a permit for a new establishment under the provisions of this article shall be made within 60 days of the start of business or operation.
- (3) *Separate permit required.* Every facility regulated by this article shall be considered a separate enterprise, requiring an individual permit (e.g., two kennels at different locations but owned by the same person shall be considered as two animal establishments).
- (4) *Display.* Permits obtained in accordance with this article shall be displayed in a prominent location on the premises of the animal establishment.

(b) *Application procedure.*

- (1) Each animal establishment shall file an annual permit application with the department within the time periods provided by this article, provided that all preexisting establishments shall have 90 days from November 28, 1995, to file an application.
- (2) The permit application shall be made on a form provided by and available from the department.
- (3) Upon receipt of a completed application, the department shall make an inspection of the facility to ensure that all animals are provided for in a humane manner and that the establishment is in compliance with all provisions of this article. The department shall be permitted to make the inspection at any reasonable time during normal business hours. A ~~\$40.00~~ nonrefundable inspection fee [in an amount set by the board of commissioners](#) shall be paid directly to the department prior to the inspection.
- (4) The department shall either issue or decline to issue a permit to the applicant. If a permit is not granted, it shall notify the applicant in writing of the reasons for denial.
- (5) Any animal establishment denied a permit may not reapply for a period of at least ten days. Each reapplication shall describe any previous denial or revocation. A nonrefundable fee ~~of~~

\$10.00 set by the board of commissioners shall be paid to the department for reinspection prior to each reinspection.

- (6) If an applicant is shown to have withheld or falsified any material information on any application, the department may refuse to issue or is entitled to revoke any permit.
- (c) *Revocation of permits.*
 - (1) The department may revoke any permit if the person holding the permit refuses or fails to comply with this article, or any other law or regulation governing the protection and keeping of animals, including refusal to allow inspection of the animal establishment as provided in this section.
 - (2) Whenever a permit is revoked for cause, or pending any proceedings to contest such action, the department shall have power of entry to inspect all premises where the animals are being kept and shall notify the owner in writing as to the period of time that reasonably shall be allowed for removal of animals from the premises and shall state the specific reasons for revocation. If any owner shall fail to remove the animals as directed, the department may impound the animals pursuant to the impoundment provisions of this article.
- (d) *Prohibited conduct.* Any animal establishment shall not sell, trade or give away any animal over three months of age unless the animal has been vaccinated as required by this article.
- (e) *Inspection.* The animal control department shall be permitted to inspect any animal establishment and all animals and the premises where the animals are kept at any reasonable time during normal business hours to ensure compliance with all provisions of this article.
- (f) *Standards.*
 - (1) All animal establishments shall, in addition to the other requirements of this article, comply with the minimum standards of this subsection. Failure to meet these standards shall be grounds for denial or revocation of a permit. Standards for animal establishments are as follows:
 - a. Enclosures must be provided which shall allow adequate protection against weather extremes. Floors of buildings, runs and walls shall be of an impervious material to permit proper cleaning and disinfection.
 - b. Building temperatures shall be maintained at a comfortable level to ensure adequate ventilation.
 - c. Each animal shall have sufficient space to stand up, lie down and turn around without touching the sides or top of cages.
 - d. Cages are to be of a material and construction that permit cleaning and sanitizing.
 - e. Cage floors shall be of concrete, unless radiantly heated, and shall have a resting board or some type of bedding.
 - f. Runs shall provide an adequate exercise area and protection from the weather. Runs shall have an impervious surface.
 - g. All animal quarters and runs are to be kept clean, dry and in a sanitary condition.
 - h. The food shall be free from contamination, and shall be wholesome, palatable and of sufficient quantity and nutritive value to meet the normal daily requirements for the condition and size of the animal.
 - i. All animals shall have fresh water available at all times.
 - (2) All pet shops, including pet shops operated in conjunction with another holding facility, shall, in addition to the other requirements of this article, comply with the minimum standards of this section. Failure to meet these standards shall be grounds for denial of a permit or revocation of a permit. Standards for pet shops are as follows:

- a. Hot water at a minimum temperature of 160 degrees shall be available for washing and disinfection. Cold water shall be easily accessible in all parts of the shop. Fresh water for consumption shall be available to all species of animals at all times. Containers are to be cleaned and disinfected each day.
- b. The room temperature of the shop shall be maintained at a level that is healthy for every species of animal kept in the shop.
- c. All cages and enclosures are to be of a nonporous material for easy cleaning and disinfecting. Each cage must be of sufficient size that the animal will have room to stand, turn and stretch out to the animal's full length.

(Ord. of 11-28-95, § 3-1-8)

Cross reference— Businesses, ch. 22.

Sec. 14-60. - Interference with duties of department; right of entry onto property and into vehicles; equipment.

- (a) No person shall interfere with, hinder or molest the department or any other officer in the performance of its duty or seek to release any animal in the custody of the department, except as provided in this section.
- (b) The animal control officers, sheriff's deputies and other enforcement officers of the county are authorized to enter upon any premises or parcel of land for the purpose of seizing and impounding any animal found therein or thereon to be in violation of this article, including but not limited to an animal that has bitten a person within ten days.
- (c) The department may use any force necessary to remove any animal in distress locked in a closed an unattended vehicle between the dates of May 1 and September 13. The operator of the vehicle will be charged with cruelty to animals as defined in this article. No injunction or claim for damages may be placed against the department or its officers for this action.
- (d) The animal department is authorized to employ any equipment it deems necessary to enforce the provisions of this article, including, but not limited to, humane wire box traps; and the department may, subject to conditions it may determine, lend such traps or other equipment to private persons for the purpose of preventing nuisances resulting from animals at large.

(Ord. of 11-28-95, § 3-1-9)

Sec. 14-61. - Disposal of dead animals.

Any dead animal shall be properly disposed of by its owner, either by proper burial or by taking said animal to any place authorized by law to dispose of same within 24 hours after the discovery of the animal by its owner.

(Ord. of 11-28-95, § 3-1-10)

Sec. 14-62. - Enforcement; jurisdiction; summons.

- (a) The provisions of this article shall be enforced by the department, the county sheriff's department and the county codes enforcement office.
- (b) Persons in violation of this article shall be subject to the jurisdiction of the state court or magistrate's court of the county.

- (c) Representatives of the department and officers of the county sheriff's department are authorized to issue a summons to any person for violation of any provision of this article. The summons shall be in a form approved by the county magistrate court, shall designate the offense charged and shall require the person so charged to appear before the county magistrate court on a date certain to answer all charges therein.

(Ord. of 11-28-95, § 3-1-11)

Sec. 14-63. - Records.

It shall be the duty of the department to keep, or cause to be kept, accurate and detailed records of the impoundment and disposition of all animals coming into its custody.

(Ord. of 11-28-95, § 3-1-13)

Sec. 14-64. - Penalties for violations.

Any person convicted of a violation of this article shall, upon conviction, be punished as provided in Section 1-13, and/or perform public service work not to exceed 100 hours ~~(work to be performed at the animal shelter)~~, or any combination thereof. If such violation is continued, each day's violation shall be a separate offense.

(Ord. of 11-28-95, § 3-1-12)

RESOLUTION

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF VILLA RICA, STATE OF GEORGIA, TO (1) ENTER INTO AN AGREEMENT WITH CARROLL COUNTY, GEORGIA WITH RESPECT TO ANIMAL CONTROL AND (2) TO REVISE THE CODE OF ORDINANCES, CITY OF VILLA RICA, GEORGIA RELATING TO ANIMALS TO MAKE THE PROVISIONS THEREIN CONSISTENT WITH CARROLL COUNTY, GEORGIA'S ANIMAL CONTROL ORDINANCE.

WHEREAS, the Code of Ordinances, City of Villa Rica, Georgia, sets forth certain provisions relating to birds, dogs, and animal control within the City of Villa Rica, Georgia; and

WHEREAS, Carroll County, Georgia (hereinafter "County") and the City of Villa Rica, Georgia, (hereinafter collectively "City") have previously entered into a Service Delivery Agreement pursuant to Georgia law; and

WHEREAS, a provision of the Service Delivery Agreement states that the County will provide animal control services in the City; and

WHEREAS, the County and the City desire to clarify the ability of County animal control officers to prosecute violations of the City's animal control ordinances in County courts; and

WHEREAS, to facilitate the County's enforcement and prosecution of the City's animal control ordinances in County courts, the County has requested that the City revise its respective animal control ordinances to make them consistent with the County's animal control ordinance; and

WHEREAS, the Mayor and City Council of Villa Rica find it in the public interest (1) to allow County animal control officers to prosecute violations of the City's animal control ordinances in County courts; and (2) to facilitate the County's enforcement and prosecution of the City's animal control ordinances in County courts by revising the City's animal control ordinance to make it consistent with the County's animal control ordinance.

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council of Villa Rica do hereby: (1) authorize the Mayor to execute any necessary agreements with Carroll County, Georgia and the City of Villa Rica, Georgia; and (2) repeal any existing animal control ordinance currently codified in the Code of Ordinances, City of Villa Rica, Georgia and replace it with a new animal control ordinance to be codified as a new Chapter of the Code of Ordinances, City of Villa Rica, Georgia, a copy of the new animal control ordinance being attached hereto.

IT IS SO RESOLVED, this ____ day of _____, 2019.

CITY OF VILLA RICA, GEORGIA

By: _____

Name: Jeff Reese

Title: Mayor

Attest: _____

Name: Alisa Doyal

Title: City Clerk



CITY OF VILLA RICA

City Council Packet

SUBJECT: Variance Application VA-03-19, 101 Hunter Industrial Drive (Parcel Number: 01430250065) for an Automotive Body Shop

CITY COUNCIL AGENDA DATE: June 11th, 2019

DATE: May 30th, 2019

PREPARED BY: Ronald Johnson, Planning & Zoning Specialist

FISCAL IMPACT: None
ANNUAL – N/A
CAPITAL – N/A
OTHER – N/A

FUNDING SOURCE: N/A

PURPOSE: The purpose of this request is for a parking variance for an automotive body shop.

BACKGROUND: The applicant is expanding the existing body shop at 100 Hunter Industrial Drive to the currently vacant lot at 101 Hunter Industrial Drive. The UDC requires a total of 67 parking spaces (at a rate of 1 space per 150 square feet) for an autobody use whereas the applicant proposes 40 spaces in order to comfortably use the interior of the proposed 10,000 square foot building. The proposed building would be used only for a paint shop while the existing facilities will be used for body panel work. The existing facility has 25 parking spaces for customer usage and unlined spaces behind a privacy fence for vehicles awaiting service.

STAFF RECOMMENDATION: The reduction in required spaces should not have a material impact on the number of vehicles serviced nor in the ability for customers to park. The new facility will increase demand at both properties; however, the number of proposed spaces will almost double the amount of parking the existing site currently has. It is recommended that any vehicle awaiting service be stored inside the proposed building, or behind a privacy fence at either property,

IMPACT: N/A

MOTION: I make a motion to approve this parking variance from a required number of spaces of 67 to 40 required spaces, with the condition that all vehicles stored for service be stored inside the building or behind a privacy fence.



**APPLICATION FOR
VARIANCE/APPEAL**

☐ APPEAL ☒ VARIANCE

The procedure for requesting a Variance or filing an Appeal is set forth in Section 2.03.J and 2.03.K respectively, of the Unified Development Code (UDC). Generally, the amendment process involves review by the Community Development Manager and City Council.

Please complete the blanks with the requested information. If any of the information or required materials is missing or incomplete, the application will not be processed. Also, please note the required information requested on the back of this page.

Date of Application: 5/2/19

APPLICANT

Applicant Name: Glenn Watts / Watts Collision Center

Address: 100 Hunter Ind Dr City: V/R State: GA Zip: 30180

Phone: (770) 456-0640 Fax: (770) 456-0674 Email: WattsCollisionRep@BellSouth.net

Agent Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: () _____ - _____ Fax: () _____ - _____ Email: _____

Owner Name (If different from applicant): _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: () _____ - _____ Fax: () _____ - _____ Email: _____

(Note: A notarized statement signed by the property owner(s) authorizing the applicant to make this request shall be attached to the application.)

VARIANCE OR APPEAL INFORMATION

Address of Variance or Appeal Location: 100 Hunter Ind Dr, Villa Rica Ga 30180

I, Glenn Watts, hereby state that all of the above statements and statements contained in the documents submitted with this application are true. I hereby request processing of this application.

Signature of Applicant

Date

5/2/19

STATEMENT

May 2, 2019

I, Glenn Watts of Watts Collision Center am appealing the variance of parking spaces the City says is required for the 10,000 square foot building that we plan to build and use as a paint shop only. There will be no office spaces inside the building. This shop will only be used to prep and paint vehicles after the body repair has been completed. Then the vehicles will return to Watts' Collision main building to be reassembled, detailed and delivered.

There will be no customer or vendor traffic at this building. Therefore we feel there is little need for outside parking.

A handwritten signature in black ink, appearing to read 'Glenn Watts', is written over a horizontal line.

Glenn Watts, Owner
Watts Collision Center

Owners of properties within 250 feet listed below:

Beavers Transmission
Phillip Beavers
3320 Liberty Road
Villa Rica, GA 30180

EMGS Inc.
Tot Darden
103 Hunter Industrial Dr
Villa Rica, GA 30180

RETURN RECORDED DOCUMENT TO

HARTLEY, ROWE & FOWLER, P.C.
P.O. BOX 489
DOUGLASVILLE, GA 30133
FILE NO

07-2167S

Doc ID: 002180030009 Type: GLR
Filed: 11/05/2007 at 03:14:00 PM
Fee Amt: \$26.00 Page 1 of 9
Douglas County Georgia
Cindy Chaffin Clerk Superior Court
BK **2637** Pg **883-891**

**DEED TO SECURE DEBT
AND
SECURITY AGREEMENT**

16059 687936
GEORGIA
COUNTY OF DOUGLAS

THIS INDENTURE, made this 2nd day of November, 2007, between GLENN WATTS AND TAMMY WATTS, D/B/A WATTS PROPERTIES, of the State of Georgia and County of Paulding, Grantor, and DOUGLAS COUNTY BANK, 6157 Fairburn Road, Douglasville, Georgia 30134 of the State of Georgia and County of Douglas, Grantee.

WITNESSETH:

That, WHEREAS, Grantor is justly indebted to Grantee in the sum of ONE HUNDRED ONE THOUSAND, TWO HUNDRED FIFTY AND NO/100 Dollars (\$101,250.00), in lawful money of the United States, and has agreed to pay the same, with interest thereon, according to the terms of a certain note (the "Note") given by Grantor to Grantee, bearing even date herewith, with final payment being due on September 15, 2010, the Note, by reference, being made a part hereof;

NOW, THEREFORE, in consideration of the premises and of the sum hereinabove set forth, Grantor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee the following property, to-wit:

ALL THAT TRACT or parcel of land lying and being in Land Lot 143 of the 2nd District and 5th Section of Douglas County, Georgia and being Lot 4 of Hunter's Industrial Park, as shown on a Revised Final Plat for Hunter's Industrial Park, filed May 13, 2005, prepared by Perimeter Surveying & Development Company, certified by Kenneth L. Null, GA RLS #2104, recorded in Plat Book 32, Page 279, in the Office of the Clerk of Superior Court of Douglas County, Georgia, which plat is incorporated herein by reference for a more complete and accurate description.

TOGETHER with all buildings, structures and other improvements now or hereafter located on the property hereinbefore described, or any part and parcel thereof; and

TOGETHER with all rights, title and interest of Grantor in and to the minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter on said property or above the same or any part or parcel thereof; and

TOGETHER with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in any wise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title,

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interest, claim and demand whatsoever of Grantor of, in and to the same and of, in and to every part and parcel thereof; and

TOGETHER with all machinery, apparatus, equipment, fittings and fixtures, whether actually or constructively attached to said property and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever (hereinafter collectively called "Equipment"), now or hereafter located in, upon or under said property or any part thereof and used or usable in connection with any present or future operation of said property and now owned or hereafter acquired by Grantor, including, but without limiting the generality of the foregoing, all heating, air-conditioning, freezing, lighting, laundry, incinerating and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances; air-cooling and air-conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds; refrigerators; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; furniture and furnishings in commercial, institutional and industrial buildings; together with all building materials and equipment now or hereafter delivered to the premises and intended to be installed therein; together with all additions thereto and replacements thereof (Grantor hereby agreeing with respect to all additions and replacements to execute and deliver from time to time such further instruments as may be requested by Grantee to confirm the conveyance, transfer and assignment of any of the foregoing); and

TOGETHER with any and all rents which are now due or may hereafter become due by reason of the renting, leasing and bailment of property improvements thereon and Equipment; and

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the premises, to the extent of all amounts which may be secured by this deed at the date of receipt of any such award or payment by Grantee and of the reasonable attorney's fees, costs and disbursements incurred by Grantee in connection with the collection of such award or payment.

TO HAVE AND TO HOLD all the aforesaid property, property rights, contract rights, Equipment and claims (all of which are collectively referred to herein as the "Premises") to the use, benefit and behoof of the Grantee, forever, in FEE SIMPLE.

Grantor warrants that Grantor has good title to the Premises, and is lawfully seized and possessed of the Premises and every part thereof, and has the right to convey same; that the Premises are unencumbered except as may be herein expressly provided; and that Grantor will forever warrant and defend the title to the Premises unto Grantee against the claims of all persons whomsoever.

This instrument is a deed and security agreement passing legal title pursuant to the laws of the State of Georgia governing loan or security deed and security agreements and is not a mortgage; and is made and intended to secure the payment of the indebtedness of Grantor to Grantee evidenced by the Note in accordance with the terms thereof, together with any and all other indebtedness now owing or which may hereafter be owing by Grantor to Grantee, however incurred, including advances by Grantee or any transferee of Grantee for the purpose of paying taxes or

premiums on insurance on the Premises or to repair, maintain or improve the Premises (whether of not Grantor is at that time the owner of the Premises), and all renewal or renewals, extension or extensions, and modification or modifications and consolidation or consolidations of the Note or other indebtedness, either in whole or in part (all of which are collectively referred to herein as the "Secured Indebtedness").

1. Grantor shall pay to Grantee the Secured Indebtedness with interest thereon as in the Note and this deed provided.

2. Grantor shall pay, when due and payable, (a) all taxes, assessments, general or special, and other charges levied on, or assessed, placed or made against the Premises, this instrument or the Secured Indebtedness or any interest of the Grantee in the Premises or the obligations secured hereby; (b) premiums on policies of fire and other hazard insurance covering the Premises, as required in Article 3 herein; (c) premiums on all collaterally pledged life insurance policies, if any; (d) premiums for mortgage insurance, if this deed and the Note are so insured; and (e) ground rents or other lease rentals, if any, payable by Grantor. Grantor shall promptly deliver to Grantee receipts showing payment in full of all of the above items. Upon notification from Grantee, Grantor shall pay to Grantee, together with and in addition to the payments of principal and interest payable under the terms of the Note secured hereby, on the installment-paying dates of the Note, until said Note is fully paid or until notification from Grantee to the contrary, an amount reasonably sufficient (as estimated by Grantee) to provide Grantee with funds to pay said taxes, assessments, insurance premiums, rents and other charges next due so that Grantee will have sufficient funds on hand to pay same thirty (30) days before the date on which they become past due. In no event shall Grantee be liable for any interest on any amount paid to it as herein required, and the money so received may be held and commingled with its own funds, pending payment or application thereof as herein provided. Grantor shall furnish to Grantee, at least thirty (30) days before the date on which the same will become past due, an official statement of the amount of said taxes, assessments, insurance premiums and rents next due, and Grantee shall pay said charges to the amount of the then unused credit therefor as and when they become severally due and payable. An official receipt therefor shall be conclusive evidence of such payment and of the validity of such charges. Grantee may, at its option, pay any of these charges when payable, either before or after they become past due, without notice, or make advances therefor in excess of the then amount of credit for said charges. The excess amount advanced shall become part of the Secured Indebtedness and bear interest at the rate of interest provided in the Note from date of advancement. Grantee may apply credits held by it for the above charges, or any part thereof, on account of any delinquent installments of principal or interest or any other payments maturing or due under this instrument, and the amount of credit existing at any time shall be reduced by the amount thereof paid or applied as herein provided. The amount of the existing credit hereunder at the time of any transfer of the Premises shall, without assignment thereof, inure to the benefit of the successor-owner of the Premises and shall be applied under and subject to all of the provisions hereof. Upon payment in full of the Secured indebtedness, the amount of any unused credit shall be paid over to the person entitled to receive it.

3. (a) Grantor shall keep the Premises insured for the benefit of Grantee against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles and smoke and such other hazards as Grantee may from time to time require, all in amounts approved by Grantee not exceeding 100% of full insurable value; all insurance herein

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provided for shall be in form and companies approved by Grantee; and, regardless of the types or amounts of insurance required and approved by Grantee, Grantor shall assign and deliver to Grantee, as collateral and further security for the payment of the Secured Indebtedness, all policies of insurance which insure against any loss or damage to the Premises, with loss payable to Grantee, without contribution by Grantee, pursuant to the New York Standard or other mortgagee clause satisfactory to Grantee. If Grantee, by reason of such insurance, receives any money for loss or damage, such amount may, at the option of Grantee, be retained and applied by Grantee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Grantor for the repair or replacement of the Premises or any part thereof, or for any other purpose or object satisfactory to Grantee, but Grantee shall not be obligated to see to the proper application of any amount paid over to Grantor.

(b) Not less than 10 days prior to the expiration date of each policy of insurance required of Grantor pursuant to this Article, and of each policy of insurance held as additional collateral to secure Secured Indebtedness, Grantor shall deliver to Grantee a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to Grantee.

(c) In the event of a foreclosure of this deed, the purchaser of the Premises shall succeed to all the rights of Grantor, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to Grantee, with respect to all property conveyed and to be conveyed by this deed, pursuant to the provisions of this Article.

4. Grantor shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the Premises, and shall comply with, or cause to be complied with, all restrictive covenants, statutes, ordinances and requirements of any governmental authority relating to the Premises and the use thereof or any part thereof. Grantor shall promptly repair, restore, replace or rebuild any part of the Premises, now or hereafter encumbered by this deed, which may be affected by any proceeding of the character referred to in Article 6 herein. No part of the Premises, including, but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, equipment or other property, now or hereafter conveyed as security by or pursuant to this deed, shall be removed, demolished or materially altered without the prior written consent of Grantee. Grantor shall complete, within a reasonable time, and pay for any building, structure or other improvement at any time in the process of construction on the property herein conveyed. Grantor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof. Grantee and any persons authorized by Grantee shall have the right to enter and inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

5. Grantor shall execute and deliver (and pay the costs of preparation and recording thereof) to Grantee and to any subsequent holder from time to time, upon demand, any further instrument or instruments, including, but not limited to, security deeds, security agreements, financing statements, assignments and renewal and substitution notes, so as to reaffirm, to correct and to perfect the evidence of the obligation hereby secured and the legal security title of Grantee to all or any part of the Premises intended to be hereby conveyed, whether now conveyed, later substituted for, or acquired subsequent to the date of this Deed and extensions or modifications

thereof. Grantor, upon request, made either personally or by mail, shall certify by a writing, duly acknowledged, to Grantee or to any proposed assignee of this deed, the amount of principal and interest then owing on the Secured Indebtedness and whether or not any offsets or defenses exist against the Secured Indebtedness, within 6 days in case the request is made personally, or within 10 days after the mailing of such request in case the request is made by mail.

6. Notwithstanding any taking of any property, herein conveyed and agreed to be conveyed, by eminent domain, alteration of the grade of any street or other injury to, or decrease in value of, the Premises by any public or quasi-public authority or corporation, Grantor shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the application by Grantee of any award or payment for such taking, alterations, injury or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt; and said award or payment may at the option of Grantee, be retained and applied by Grantee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Grantor for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or object satisfactory to Grantor. If, prior to the receipt by Grantee of such award or payment, the Premises shall have been sold on foreclosure of this deed, Grantee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with interest thereon, whether or not a deficiency judgment on this deed shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by Grantee in connection with the collection of such award or payment.

7. Grantor shall deliver to Grantee, at any time within 30 days after notice and demand by Grantee but not more frequently than once per month, (i) a statement in such reasonable detail as Grantee may request, certified by the Grantor or an executive officer of a corporate Grantor, of the leases relating to the Premises, and (ii) a statement in such reasonable detail as Grantee may request, certified by a certified public account or, at the option of Grantee, by the Grantor or an executive officer or treasurer of a corporate Grantor, of the income from and expenses of any one or more of the following: (a) the conduct of any business on the Premises, (b) the operation of the Premises, or (c) the leasing of the Premises or any part thereof, for the last 12 months calendar period prior to the giving of such notice, and, on demand, Grantor shall furnish to Grantee executed counterparts of any such leases at convenient facilities for the audit and verification of any such statement.

8. Each of the following events shall constitute an "Event of Default" under this deed:

(i) should Grantor fail to pay the Secured Indebtedness, or any part thereof, when and as the same shall become due and payable;

(ii) should any warranty or representation of Grantor herein contained, or contained in any instrument, transfer, certificate, statement, conveyance, assignment or loan agreement given with respect to the Secured Indebtedness, prove untrue or misleading in any material aspect;

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(iii) should the Premises be subject to actual or threatened waste, or any part thereof be removed, demolished or materially altered so that the value of the Premises be diminished except as provided for in Article 6 herein;

(iv) should any federal tax lien or claim of lien for labor or material be filed of record against Grantor or the Premises and not be removed by payment or bond within 30 days from date of recording;

(v) should any claim of priority to this deed by title, lien or otherwise be asserted in any legal or equitable proceeding;

(vi) should Grantor, if a corporation, be liquidated or dissolved or its charter expire or be revoked, or, if a partnership or business association, be dissolved or partitioned, or, if a trust, be terminated or expire;

(vii) should the Grantor make an assignment for the benefit of creditors, file or have filed against Grantor a petition for relief under any chapter of the Bankruptcy Code, or should any custodian, receiver, or trustee be appointed for it or any part of its assets or should any proceeding under any bankruptcy, reorganization, arrangements, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, be commenced by or against Grantor;

(viii) should Grantor fail to keep, observe, perform, carry out and execute in every particular the covenants, agreements, obligations and conditions set out in this deed, or in the Note, or in any of the following instruments given with respect to the Secured Indebtedness: loan commitment of Grantee, loan agreement between Grantor and Grantee, or assignment of leases by Grantor; or

(ix) should any event occur under any instrument, deed or agreement, given or made by Grantor to or with any third party, which would authorize the acceleration of any debt to any such third party the acceleration of which would materially affect Grantor's ability to pay when due any amounts owed to Grantee.

9. If an Event of Default occurs and remains uncured, Grantee may do any one or more of the following:

(i) enter upon and take possession of the Premises without the appointment of a receiver, or an application therefor, employ a managing agent of the Premises and let the same, either in its own name, or in the name of Grantor, and receive the rents, incomes, issues and profits of the Premises and apply the same, after payment of all necessary charges and expenses, on account of the Secured Indebtedness, and Grantor will transfer and assign to Grantee, in form satisfactory to Grantee, Grantor's lessor interest in any lease now or hereafter affecting the whole or any part of the Premises;

(ii) pay any sums in any form or manner deemed expedient by Grantee to protect the security of this instrument or to cure any event of default other than payment of interest of principal on Secured Indebtedness; make any payment hereby

authorized to be made according to any bill, statement or estimate furnished or procured from the appropriate public officer or the party claiming payment without inquiry into the accuracy or validity thereof, and the receipt of any such public officer or party in the hands of Grantee shall be conclusive evidence of the validity and amount of items so paid, in which event the amounts so paid, with interest thereon from the date of such payment at the rate of interest stated in the Note, shall be added to and become a part of the Secured Indebtedness and be immediately due and payable to Grantee; and Grantee shall be subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by Grantee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this instrument;

(iii) declare the entire Secured Indebtedness immediately due, payable and collectible, without notice to Grantor, regardless of maturity, and, in that event, the entire Secured Indebtedness shall become immediately due, payable and collectible; and thereupon, Grantee may sell and dispose of the Premises at public auction, at the usual place for conducting sales at the courthouse in the county where the Premises or any part thereof may be, to the highest bidder for cash, first advertising the time, terms and place of such sale by publishing a notice thereof once a week for four consecutive weeks in a newspaper in which sheriff's advertisements are published in said county and giving such other notice required by law, and Grantee may thereupon execute and deliver to the purchaser at said sale a sufficient conveyance of the Premises in fee simple, which conveyance may contain recitals as to the happening of the default upon which the execution of the power of sale, herein granted, depends, and said recitals shall be presumptive evidence that all preliminary acts prerequisite to said sale and deed were in all things duly complied with; and Grantee, its agents, representatives, successors or assigns, may bid and purchase at such sale; and Grantor hereby constitutes and appoints Grantee or its assigns agent and attorney in fact to make such recitals, sale and conveyance, and all of the acts of such attorney in fact are hereby ratified, and Grantor agrees that such recitals shall be binding and conclusive upon Grantor and that the conveyance to be made by Grantee, or its assigns, (and in the event of a deed in lieu of foreclosure, then as to such conveyance) shall be effectual to bar all right, title and interest, equity of redemption, including all statutory redemption, homestead, dower, curtesy and all other exceptions of Grantor, or its successors in interest, in and to said Premises; and Grantee, or its assigns, shall collect the proceeds of such sale, reserving therefrom all unpaid Secured Indebtedness with interest then due thereon, and all amounts advanced by Grantee for taxes, assessments, fire insurance premiums and other charges, with interest at the rate of interest stated in the Note thereon from date of payment, together with all costs and charges for advertising, and commissions for selling the Premises, and ten (10%) percent of the aggregate amount due, as attorney's fees, and pay over any surplus to Grantor (in the event of deficiency Grantor shall immediately on demand from Grantee pay over to Grantee, or its nominee, such deficiency); and Grantor agrees that possession of the Premises during the existence of the Secured Indebtedness by Grantor, or any person claiming under Grantor, shall be that of tenant under Grantee, or its assigns, and, in case of a sale, as

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herein provided, Grantor or any person in possession under Grantor shall then become and be tenants holding over, and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over; the power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are in addition to any and all other remedies which Grantee may have at law or in equity.

Grantee, in any action to foreclose this deed, or upon any event of default, shall be at liberty to apply for the appointment of a receiver of the rents and profits of the Premises or both without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Premises as security for the amounts due the Grantee, or the solvency of any person or corporation liable for the payment of such amounts.

In case of any sale under this deed by virtue of the exercise of the power herein granted, or pursuant to any order in any judicial proceedings or otherwise, at the election of Grantee the Premises or any part thereof may be sold in one parcel and as an entirety, or in such parcels, manner or order as Grantee in its sole discretion may elect, and one or more exercises of the powers herein granted shall not extinguish or exhaust the power unless the entire Premises are sold or the Secured Indebtedness paid in full.

10. Grantor, for himself and family, hereby waives and renounces all homestead exemption rights provided for by the Constitution and Laws of the United States or the State of Georgia, in and to the Premises as against the collection of the Secured Indebtedness, or any part thereof; and Grantor agrees that where, by the terms of the conveyance or the Note secured hereby, a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is of the essence of the whole contract.

11. If all or any part of the Premises is sold, conveyed or otherwise transferred without obtaining the prior written consent of Grantee, Grantee may declare the entire Secured Indebtedness immediately due and payable except as prohibited by law. Grantee may, in its sole discretion, consent to such sale or transfer. Should Grantee consent to such sale or transfer, it will be deemed to have waived its right to accelerate the Secured Indebtedness only if prior to such sale or transfer (a) Grantee determines that the credit of any purchaser or transferee is satisfactory; (b) the purchaser or transferee agrees to pay interest on the amount owed to Grantee under the Note and under this Deed to Secure Debt at whatever rate Grantee requires; (c) the purchaser or transferee executes an assumption agreement that is acceptable to Grantee that obligates the purchaser or transferee to keep all the promises and agreements made in the Note and in this Deed to Secure Debt whether according to their original terms or as amended pursuant to the assumption agreement; and (d) the purchaser or transferee pays the transfer fee required by Grantee. The foregoing provisions will apply to each and every sale and transfer whether or not the Grantee has consented to any previous sale or transfer.

12. Grantee shall have the right from time to time to sue for any sums, whether interest, principal or any installment of either or both, taxes, penalties, or any other sums required to be paid under the terms of this deed, as the same become due, without regard to whether or not all of the Secured Indebtedness shall be due on demand, and without prejudice to the right of Grantee

thereafter to enforce any appropriate remedy against the Grantor, including an action of foreclosure, or any other action, for a default or defaults by Grantor existing at the time such earlier action was commenced.

13. The rights of Grantee, granted and arising under the clauses and covenants contained in this deed and the Note, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Grantee may have in law or equity, and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under security deeds, and preservation of security as provided at law. No act of Grantee shall be construed as an election to proceed under any one provision herein or under the Note to the exclusion of any other provision, or an election of remedies to the bar of any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding.

14. Every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request personally served on one or more of the persons who shall at the time hold the record title to the Premises, or on their heirs or successors, or mailed by depositing it in any post office station or letter box, enclosed in a postpaid envelope (a) addressed to such person or persons, or their heirs or successors, at his, their or its address last known to Grantee or (b) addressed to the street address of the Premises hereby conveyed.

15. Any indulgence or departure at any time by the Grantee from any of the provisions hereof, or of any obligation hereby secured, shall not modify the same or relate to the future or waive future compliance therewith by the Grantor.

16. The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees, agents or attorneys) and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the word "Note" shall also include one or more notes and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed, the term "Grantor" shall mean all parties signing, and each of them, and each agreement, obligation and Secured Indebtedness of the Grantor shall be and mean the several as well as joint undertaking of each of them.

IN WITNESS WHEREOF, this deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered in the presence of:

Notary Public
Witness
[Signature]
Notary Public

[Signature] (SEAL)
GLENN WATTS
[Signature] (SEAL)
TAMMY WATTS

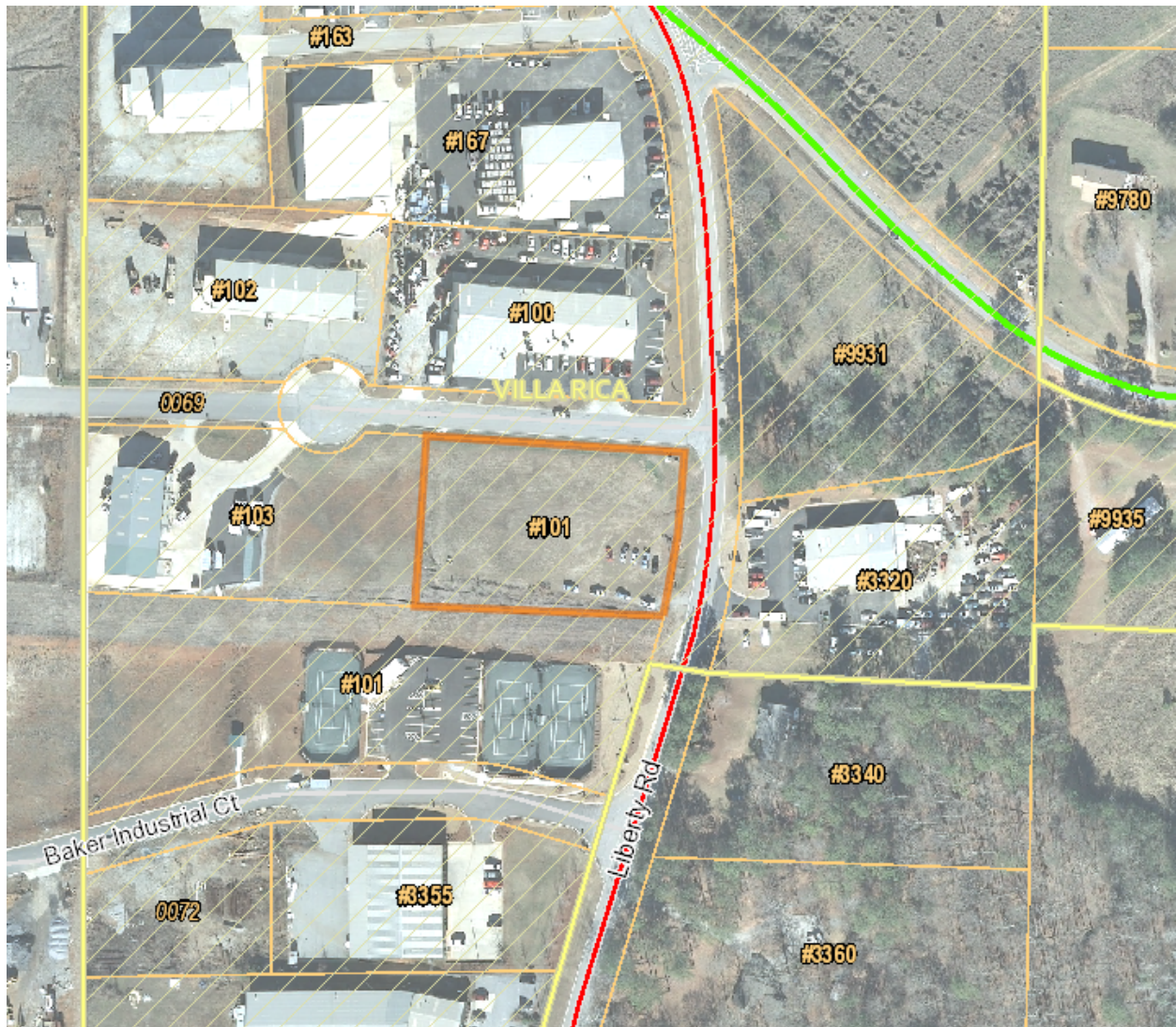
RECORDED

NOV 16 2007

Cindy W. Chubb, Clerk
Superior & State Court
Douglas County, GA



Council Ward: 5
City Council Member: Danny Carter
Public Hearing Dates
City Council: June 11, 2019
Request: Variance



Applicant: Glenn & Tammy Watts
D/B/A Watts Properties
100 Hunter Industrial Drive
(770) 456-0640

County: Douglas
Parcel #: 01430250065
Current Land Use: Vacant
Future Land Use: Industrial
Zone: Limited Industrial

Location: 101 Hunter Industrial Drive, Villa Rica, GA, in Land Lot 143 of the 2nd District in Douglas County

Section 4.03.B.1 – Parking Standards, B. Minimum Parking Requirements:

1. Number of Spaces In all districts, the minimum number of off-street parking spaces shall be provided in accordance with the requirements in Table 4-1 and Table 4-2, at the time any building or structure is erected or structurally altered. Only independently accessible spaces shall be counted towards required parking. Tandem parking spaces shall not be counted.

Uses	Parking Spaces
Automotive Repair and Body Shop	1 per 150 sq. ft. GFA

Project Description: The applicant requests a variance for the purpose of reducing parking requirements (67 spaces required; 40 proposed) for a 10,000 sq. ft. automotive body shop.

Variance Review Standards: (From Section 2.03J(4) of the Unified Development Code)

A variance is not a right. It may be granted only upon finding that:

- (a) Granting the variance will not substantially conflict with any City adopted plans or policies, or the purposes or intent as set forth in this code.**

Granting the variance will substantially conflict with the parking requirements established in the Unified Development Code.

- (b) There are exceptional conditions creating an undue hardship, applicable only to the property involved, or the intended use thereof, which do not generally apply to the other land areas or uses within the zone district.**

The current ordinance would prohibit occupancy of this building for a body shop unless this variance is granted.

- (c) The applicant cannot derive a reasonable use of the property without approval of a variance.**

The applicant cannot derive a reasonable use of the property without approval of this variance.

- (d) Granting the variance will not generally set a precedent for other applications (which would indicate that a text amendment to this code should be proposed and considered).**

Granting this variance will not necessarily set a precedent for other applications due to the unique situation in this case. The body shop will not have an office component and will consist of only a paint shop for post-bodywork finishing.

- (e) Granting the variance will not be detrimental to any adjacent properties or the area.**

Granting the variance will not be detrimental to any adjacent properties or the area.

- (f) Granting the variance will not be detrimental to public health, safety or welfare.**

Granting the variance will not be detrimental to the public health, safety, or welfare.

OR

- (g) In the event the basis or reason for the appeal is due to circumstances or a situation not created by the applicant (e.g., an undersized parcel was created, or a structure whose deficient setbacks were established, or a structure had**

setbacks which were conforming to requirements prior to the adoption of the current code requirements) the Council may approve a variance applying only b. above

This basis of this appeal is due to circumstances not created by this applicant. Although the applicant is proposing a use that does not have the required amount of parking, the vast majority of uses permitted in the Limited Industrial (LI) zone would also not be able to meet the parking requirement without a variance should a 10,000 square foot building be constructed. The underlying zoning classification does not take into account the parking requirements for this particular lot which may potentially face the same issues regardless of permitted use.

Staff Comments:

The applicant requests a variance for the purpose of reducing parking requirement for the city's Limited Industrial (LI) Zone, which requires 67 parking spaces, whereas 40 is being provided for the body shop.

The Unified Development Code (UDC) requires parking at a schedule of 1 space per 150 sq. ft. of gross floor area. The building has a gross floor area of 10,000 sq. ft, which would equate to 67 parking spaces needed. The number of parking spaces being provided on site is a total of 40 spaces, rendering a deficiency of 27 parking spaces.

The applicant's offices and other vestiges of the body shop are located across Hunter Industrial Drive at 100 Hunter Industrial Drive. The applicant proposes to use the proposed site only as a paint and prep location after the body repair is completed at 100 Hunter Industrial Drive, which should reduce the amount of traffic going onto this site. The existing shop has a total of 12,000 sq. ft. and a total of 25 customer parking spaces (and additional unmarked parking spaces gated from the customer spaces along with interior square footage dedicated to vehicles being repaired). With the proposed site included, this would generate over 65 exterior spaces. The UDC does not have a specific parking demand for only auto paint shops, but has a blanket "auto repair and body" parking requirement that does not take into account the limited work that is proposed to be conducted on either site.

Recommendation:

Staff recommendation: **APPROVAL**

Public Notifications:

As required by *Article 2, Section 2.01* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* on May 31, 2019; a sign has been posted on the subject property; and all property owners within 250 feet have received notification via certified mail.

Public Response:

In response to the public notifications, residents within the surrounding neighborhoods have not contacted the City at the time of this staff report.

Office of Community Development
Community Development Manager

Attachments:

- | | |
|---|--------------------------|
| 1. Application | 2. Copy of Deeds |
| 3. Statement of Why Variance is Necessary | 4. Preliminary Site Plan |



CITY OF VILLA RICA

City Council Packet

SUBJECT: New Villa Rica Sign Ordinance – for Discussion Purposes

CITY COUNCIL AGENDA DATE: June 11, 2019

DATE: May 29, 2019

PREPARED BY: Chris Montesinos AICP
Deputy Director of Community Development

FISCAL IMPACT:
ANNUAL – N/A
CAPITAL – N/A
OTHER – N/A

FUNDING SOURCE: N/A

PURPOSE: The Villa Rica Sign Ordinance was presented to the City Council on May 11, 2019. Council recommendations were for staff to produce a redlined version of the draft ordinance to show elements that had been modified during the review process. The City Council was provided a redlined draft the week of May 20, 2019.

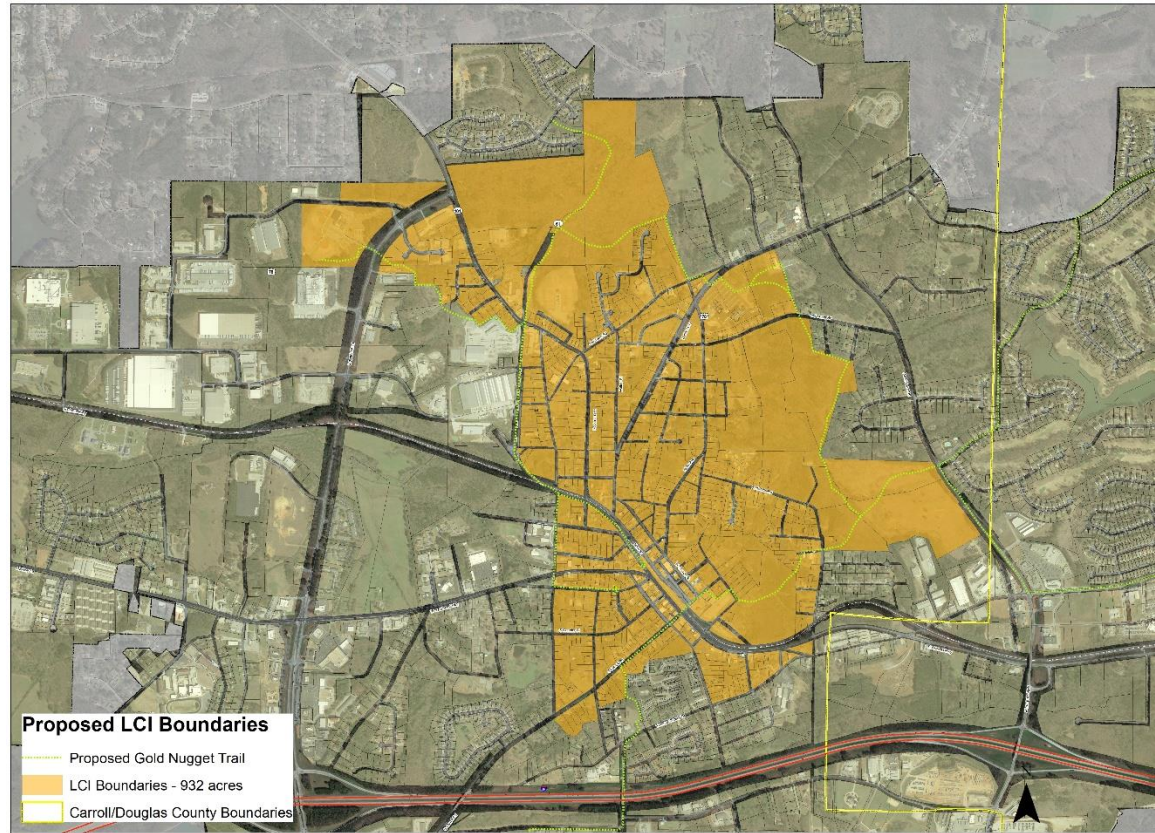
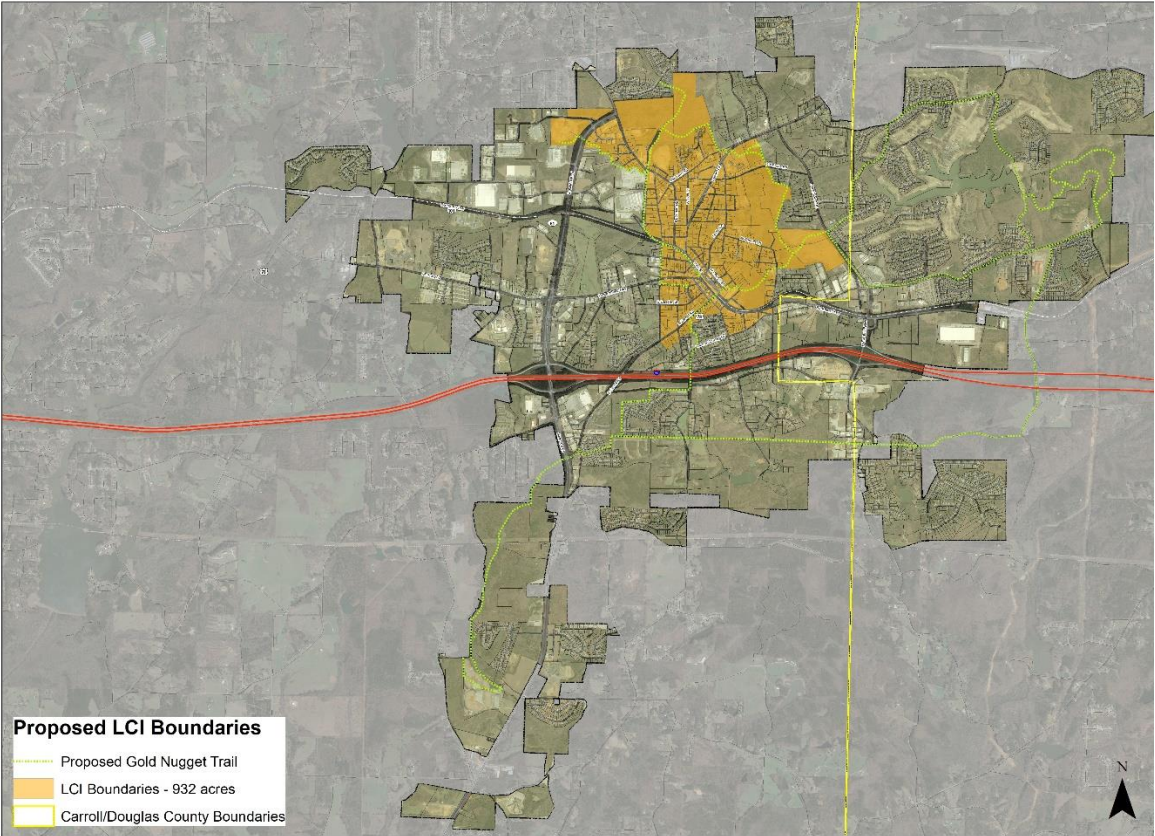
BACKGROUND: The existing Villa Rica Sign Ordinance has been problematic for years. Not only does it not effectively regulate all general signage types – such as window signs or A-frame signs – where all legislative restrictions are absent – but that it puts an additional burden on the applicants, staff, and City Council by having to grant Variances to the existing code. Since the current code is disjointed, incomplete, substantively ineffective, it was decided early in the process that the Sign Ordinance need to be entirely rewritten. Sign codes from other cities were considered for comparison – including Canton, Woodstock, Fayetteville, Hampton, Brookhaven, Chamblee, East Point, and Hapeville. Ultimately, the general structure of the new ordinance is formatted on the Brookhaven ordinance, but includes some of the better parts of ordinances from the other jurisdictions. Following the final drafting of Villa Rica’s new Sign Ordinance, staff did an analysis to see how the last two years of approved sign applications fared against the new code. As a result, 23% of previously approved applications failed to pass the proposed code – demonstrating the new code’s strengthened regulatory controls. Further, the new ordinance provides design guidelines for the Historic Preservation Commission to use when considering Certificates of Appropriateness for new signs downtown. The new Sign Ordinance was distributed to the Mayor and City Council, and Planning Commission in March, and was presented at the Downtown Development Authority meeting on April 22, 2019. Also, the Sign Ordinance was presented at the May 7th Planning Commission meeting.

STAFF RECOMMENDATION: Recommendation to APPROVE the Villa Rica Sign Ordinance, as amended.

IMPACT: The new Sign Ordinance will more effectively control signage erected in the city. It is a more clearly illustrated ordinance that is easier to understand by sign companies, businesses and the interested public. The new ordinance will be more effective and efficient for staff, and cut down on the need to seek a Variance from the Mayor and City Council.

MOTION: Approve the revised Villa Rica Sign Ordinance, as amended.

Preliminary LCI Planning District Map



ARTICLE 9

Sign Ordinance

City of Villa Rica, Georgia

571 W. Bankhead Highway
Villa Rica, GA 30180

Phone: (770) 459-7000
Email: info@villarica.org



City of Villa Rica, Georgia

Mission Statement

The City of Villa Rica provides a home town charm with a golden history serving its citizens effectively by ensuring quality services and a safe environment.

Vision Statement

Villa Rica will be a thriving city focusing on quality of life and planned growth by blending its past and future.

Sign Ordinance – Intent

This Article is intended to regulate the location, erection, maintenance and use of signs in all land use districts, regardless of type or size, and to insure that no sign shall constitute a safety hazard.

The intent of this Article is to create a balanced system of sign control that accommodates both the needs for a well-maintained, safe and attractive community, and the need for effective business advertising, identification, and communication. This balance will assist in promoting the economic health of the community through increase tourism and property values.

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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;
 - 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.

Sec. 9.02 – 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.

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 (2,046K).

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.

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 of this 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.

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.

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.

Store Front means the exterior wall of a single, undivided unit in a commercial block or located within a planned commercial center or business park.

Street Frontage means the lot line that shares a common boundary with any road or street.

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. Examples:

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.

Sec. 9.03 – 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. 9.04 – 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 \$25.00 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. 9.05 – 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.

Sec. 9.06 – 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 ~~subsection (c) of this section~~ **Section 2.03(k) of the Unified Development Code**, and pursuant to the following criteria and procedural requirements:
 - a) Appeal of decision by administrative officials. A denial or revocation pursuant to this chapter shall be appealable by filing with the ~~Secretary of the City Council~~ **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 6.07~~ **2.03(k)** of the Villa Rica Unified Development Code.

- b) Decision of the board. Following the consideration of all testimony, documentary evidence, and matters of record, the board shall make a determination on each appeal. An appeal shall be sustained only upon an expressed finding by the board 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 board 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 board 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. 2.02(B) of the Villa Rica Unified Development Code.** Notice of public hearing before the board on any application for appeal or variance shall be provided as follows:
- a) Written notice of the nature of the proposed application, and the date, time, and place of the public hearing before the board shall be mailed by first class mail to all property owners within five-hundred (500) feet of the boundaries of the subject property as measured by use of the official zoning maps, and as such property owners are listed on the tax records of the city, at least fifteen (15) days before the public hearing before the board;
 - b) 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 board. 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 board; and
 - c) 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 board.
 - d) 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.
 - e) 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 superior court of the county as provided by law.

Sec.9.07 – 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 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.

2) Sec. 9.08 – ENFORCEMENT AND PENALTIES

- a) The ~~director~~ **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.
- b) 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.
- c) 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.
- d) 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.
- e) 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. 9.09 – 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 2.03J of the Unified Development Code.
- ~~2) 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 after receiving evidence that the applicant meets all of the following criteria:~~
 - ~~a) Exceptional conditions pertaining to the property where the sign is to be located because of its size, shape, or topography, which are not applicable to other lands or structures in the area;~~
 - ~~b) Granting the variance would not confer on the applicant any significant privileges which are denied to others similarly situated;~~
 - ~~c) The exceptional circumstances are not the result of action by the applicant;~~
 - ~~d) The requested variance is the minimum variance necessary to allow the applicant to enjoy the rights commonly enjoyed by others similarly situated;~~
 - ~~e) Granting of the variance would not violate more than one standard of this chapter; and~~
 - ~~f) Granting the variance would not result in allowing a sign that interferes with road or highway visibility or obstructs or otherwise interferes with the safe and orderly movement of traffic.~~
- 3) 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.
- 4) No variance shall be granted which increases the size of a sign more than twenty (20) percent of that allowed by this chapter.
- 5) No variance shall be granted to increase the size or height of a banner, sidewalk, wayfinding, construction or standard informational signage.

Sec. 9.10 – Aggregate Sign Area

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.					

Sec. 9.11 – 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;
- 10) Out-of-store marketing device;
- 11) A-frame or easel style signs; ~~(the following has moved to 9.41 (11)), so long as though signs are:~~
 - ~~a) Sign composition material: Wood or metal (dry erase or chalk board style);~~
 - ~~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 shall be 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.~~

12) Wayfinding signs.

Sec. 9.12 – FEES

- 1) The cost of a sign permit shall be established by the City Council and collected by the director.

Sec. 9.13 – 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. 9.14 – 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. 9.36(2); and
 - ii) LED signs not meeting the standards of Section 9.36(3);
- 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 and any sign constructed of non-durable material including, but not limited to, paper, cardboard or flexible plastic, **except as permissible under Sec. 9.41(3)**. This provision does not apply to flags, banners, or special event signs;
- p) Portable signs;
- q) Abandoned signs. Signs (including sign structures) shall be deemed abandoned if it ~~does not present a neat and orderly appearance, which may be manifested by the following; rust or holes on or in the sign or sign structure, or broken, missing, loose or bent parts, faded or flaking paint, non-operative or partially non-operative illuminating or mechanical devices or missing letters in sign copy and/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**, or if the business, service or commercial transaction to which it relates has been discontinued for twelve (12) months;
- r) Any sign that is structurally unsound, or is a hazard to traffic or pedestrians;
- s) Illegal signs;
- t) 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.
- u) 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.

~~v) Handheld signs, where:~~

- ~~i) a. Handheld Signs are allowed during the time period in which parades, pickets, or processions that are permitted under Section 22-1 et. seq. occurs.~~
- ~~ii) b. No Handheld Sign shall be placed or carried that extends beyond the width of the body of the individual holding such Sign or that extends more than 24 inches above the individual's head.~~
- ~~iii) c. All individuals carrying any such Signs shall remain at least ten (10) feet apart, shall not stand or loiter in front of any doorway, driveway or street intersection and shall not interfere with the general flow of traffic, whether pedestrian or vehicular.~~
- ~~iv) d. All Handheld Signs are exempt from the permitting requirements of Section 9.03~~

v) 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 be allowed in nonresidential zoning districts only.
- ii) Such signs cannot exceed a maximum sign area of ten (10) 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) Sign bearers shall not use bull horns, amplified music, whistles, or other devices that could disrupt traffic or endanger pedestrian or traffic safety.
- vii) Sign bearers shall not stand on any object, including but not limited to, boxes, ladders, stilts and roller skates.
- viii) Such signs may not utilize any form of illumination, including flashing, blinking or rotating lights.
- ix) Such signs shall not utilize any attachments, including, but not limited to, balloons, ribbons, speakers or flags.
- x) Such signs shall be held, worn, or balanced at all times and shall not twirl or rotate unless located on private property.

Sec. 9.15 – 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.

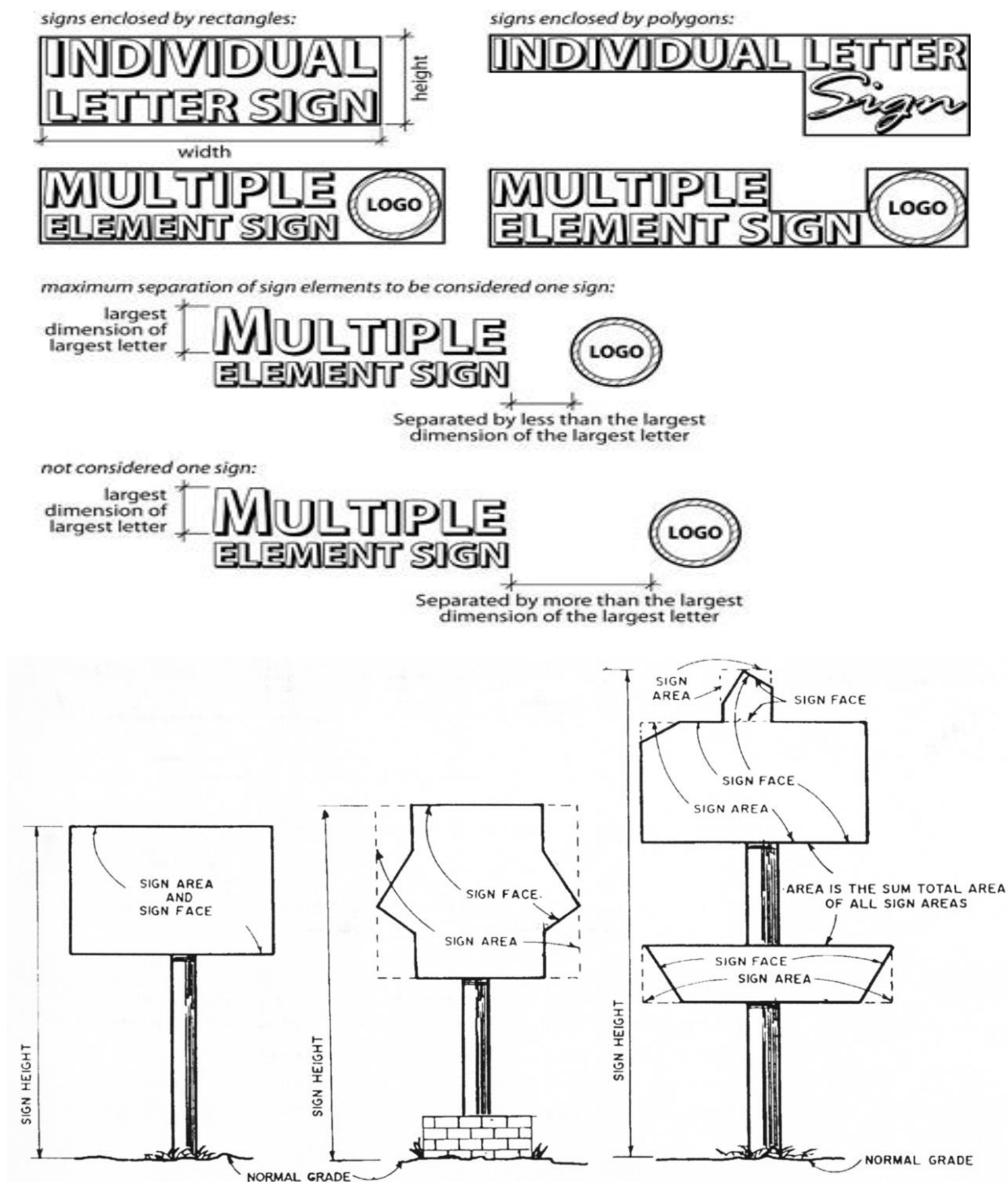
- 2) Any nonconforming sign that is not used or leased for a continuous period of six months shall not be reused for sign purposes unless and until it fully conforms with the terms and requirements of this chapter.
- 3) Illegal signs must be removed within thirty (30) days of notice from the city.
- 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 7.04(B)(3) of the Unified Development Code. The standard in Sec. 7.04(B)(3) 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.9.16 – 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).

Figure 2: Area and Height Calculations

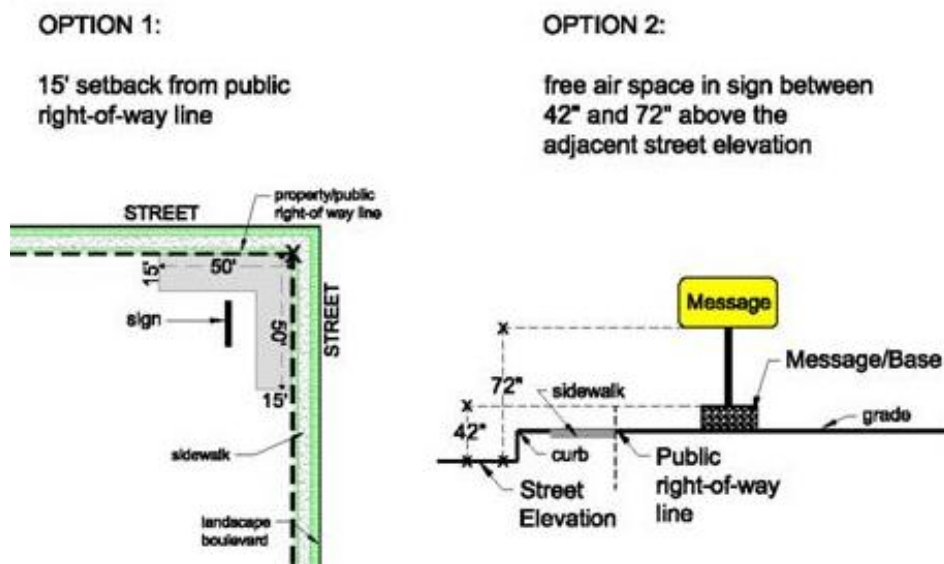


* Calculate area of smallest square, circle, rectangle or combination thereof, that can encompass the sign face.

Sec. 9.17 – HEIGHT AND SETBACK REQUIREMENTS

- 1) All signs shall be set back as follows, unless a more restrictive setback is specified in conditions of zoning or otherwise in this chapter:
 - a) Ten feet from the right-of-way or twenty (20) feet from edge of pavement if a private street and no sign shall project over the right-of-way.
 - b) In the Downtown Overlay District – Chapter IV, Sec.9.44-45, all permanently affixed signs shall be setback at minimum five feet from the right-of-way and outside of the required landscape and pedestrian zones.
 - c) For a residential use, if the distance between from the right-of-way to the front of the principal structure is less than ten feet, signs shall be setback two-thirds of the distance between the curb line and the front of the principal structure on the lot on which the sign is located.
 - d) Along all lot lines which are not adjacent to a road all signs shall be within the buildable area of the lot. All signs shall be so located and shall provide such vertical clearance as to provide for safe, convenient and unobstructed passage for pedestrians and vehicles.
 - e) Banners, and yard signs, real estate signs, and political signs smaller than six (6) square feet, shall be exempt from the setback requirements, but shall not encroach upon the right-of-way.
 - f) Window signs are only allowed on the ground floor of a building.
 - g) 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.

Figure 4: Visibility Triangle and Sign Heights



Sec. 9.18 – 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 Overlay District, which are subject to regulations under Chapter IV, Sec. 9.44-45. If it is possible to define a sign using more than one of the definitions found in Sec. 9.02 – 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 9.17(1)(g) 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 Overlay 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.
- 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: New (and Old)	
AGR	AG (RD)
RES	R1, R2, SFA, MF1, MF2, PUD (R-20, R-14, RT, PD*)
COM	CBD, CMU, C1, C2, OMI, PUD (DT, NC, GC, HC, OI, PD*)
IND	I1, I2 (LI, GI)
(*)	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 – this ordinance was drafted the same time the zoning ordinance was being revised. References within this ordinance may include the current zoning districts as well as those from the new zoning ordinance. Interpretation is at the discretion of the Community Development Director. However, the requirement of this sign ordinance supersede the prior edition upon adoption.	

Table 9.01**Permanent Signs**

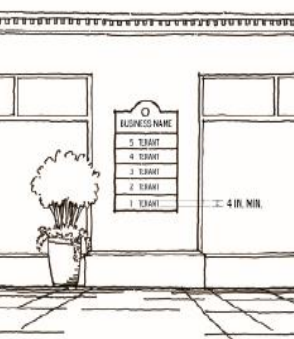
	AGR	IND	RES	COM	Specifications	
Awning 					a. Quantity (max.) 1 per Awning b. Sign Face Area 50% of Awning c. Height NA d. Depth/Projection 8 ft e. Clearance 8.5 ft f. Setback 9.21(6), 3 ft from edge of pavement or curb g. Time of Display NA h. Landscaping/Illumination NA/9.21(7) i. Electronic Message Center No j. Other 9.21	
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, 9.18(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, 9.18(4) i. Electronic Message Center No j. Other 4" Letters Minimum	
Wall, Single Tenant 					a. Quantity (max.) 1 Sign per Frontage b. Sign Face Area 2:1 Primary, 1:1 Secondary (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, 9.18(4), 9.29(1)(d) i. Electronic Message Center No j. Other 9.29(1)	

Table 9.01**Permanent Signs**

	AGR	IND	RES	COM	Specifications	
Wall, Multiple Tenant 					a. Quantity (max.) b. Sign Face Area c. Height d. Depth/Projection e. Clearance f. Setback g. Time of Display h. Landscaping/Illumination i. Electronic Message Center j. Other	1 per Tenant Frontage 9.29(2) 9.29(2) 12 inches from wall (max) NA NA NA No/Yes, 9.18(4) No 9.29(2)
Projecting 					a. Quantity (max.) b. Sign Face Area c. Height d. Depth/Projection e. Clearance f. Setback g. Time of Display h. Landscaping/Illumination i. Electronic Message Center j. Other	1 per Frontage 12 sf (primary frontage), 8 sf (secondary frontage) NA 4 ft 8.5 ft NA NA No/Yes, 9.18(4) No 9.27
Suspended 					a. Quantity (max.) b. Sign Face Area c. Height d. Depth/Projection e. Clearance f. Setback g. Time of Display h. Landscaping/Illumination i. Electronic Message Center j. Other	1 per Frontage 12 sf (primary frontage), 8 sf (secondary frontage) NA 4 ft 8.5 ft NA NA No/Yes, 9.18(4) No 9.27
Window 					a. Quantity (max.) b. Sign Face Area c. Height d. Depth/Projection e. Clearance f. Setback g. Time of Display h. Landscaping/Illumination i. Electronic Message Center j. Other	1 per Tenant Frontage 25% of window area NA NA NA NA NA NA No 9.32

Table 9.01**Permanent Signs**

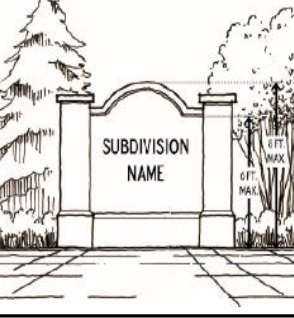
	AGR	IND	RES	COM	Specifications	
Time & Temperature (Digital) 					a. Quantity (max.) 1 b. Sign Face Area 9.39(3), Within allowable sign area c. Height 9.39(3) d. Depth/Projection NA e. Clearance NA f. Setback 10 ft g. Time of Display NA h. Landscaping/Illumination NA/9.18(4) i. Electronic Message Center 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 h. Landscaping/Illumination Yes, 9.18(5)/Yes, 9.18(4) i. Electronic Message Center No j. Other 9.23	
Monument, Agricultural 					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, 9.18(5)/Yes, 9.18(4) i. Electronic Message Center No j. Other NA	
Monument, Subdivision Entry 					a. Quantity (max.) 1 Sign per Entrance 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 ft g. Time of Display NA h. Landscaping/Illumination Yes, 9.18(5)/External, 9.18(4) i. Electronic Message Center No j. Other NA	

Table 9.01**Permanent Signs**

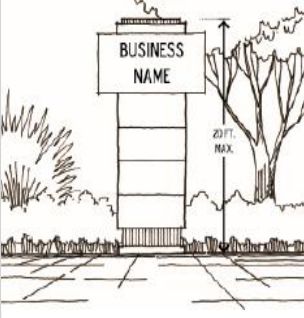
	AGR	IND	RES	COM	Specifications	
Monument, Commercial 					a. Quantity (max.) b. Sign Face Area c. Height d. Depth/Projection e. Clearance f. Setback g. Time of Display h. Landscaping/Illumination i. Electronic Message Center j. Other	1 Sign per Frontage 50 sf (primary frontage), 24 sf (secondary frontage) 6 ft sign, 8 ft w/ decorative elements NA NA 10 ft, 50 ft from residentially zoned properties NA Yes, 9.18(5)/Yes, 9.18(4) Yes 9.23, Multi-tenant allowed 25% more face area
Monument, Institutional 					a. Quantity (max.) b. Sign Face Area c. Height d. Depth/Projection e. Clearance f. Setback g. Time of Display h. Landscaping/Illumination i. Electronic Message Center j. Other	1 50 sf 6 ft sign, 8 ft w/ decorative elements NA NA 10 ft, 50 ft from residentially zoned properties NA Yes, 9.18(5)/Yes, 9.18(4) Yes 9.23, EMC regulated by 9.39
Pylon, Single Tenant 					a. Quantity (max.) b. Sign Face Area c. Height d. Depth/Projection e. Clearance f. Setback g. Time of Display h. Landscaping/Illumination i. Electronic Message Center j. Other	1 (Nonpermissible in CBD and DMU) 100 sf 20 ft NA NA 10 ft NA No/Yes, 9.18(4) Yes 9.25, 2 ft minimum width
Pylon, Multiple Tenant 					a. Quantity (max.) b. Sign Face Area c. Height d. Depth/Projection e. Clearance f. Setback g. Time of Display h. Landscaping/Illumination i. Electronic Message Center j. Other	1 (Nonpermissible in CBD) 150 sf 20 ft NA NA 10 ft NA No/Yes, 9.18(4) Yes 9.25, 2 ft minimum width

Table 9.01

Permanent Signs

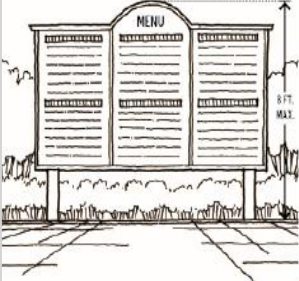
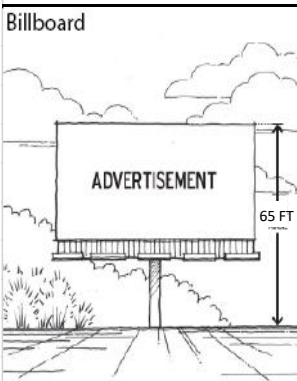
	AGR	IND	RES	COM	Specifications	
Menu Board 					a. Quantity (max.) 2 b. Sign Face Area 72 sf c. Height 8 ft d. Depth/Projection NA e. Clearance NA f. Setback 10 ft g. Time of Display NA h. Landscaping/Illumination Yes, 9.18(5)/Yes, 9.18(4) i. Electronic Message Center Yes j. Other NA	
Service Station 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, 9.18(4) i. Electronic Message Center No j. Other 9.27	
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 9.24	
Post 					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, 9.18(5)/No i. Electronic Message Center No j. Other NA	

Table 9.01**Permanent Signs**

	AGR	IND	RES	COM	Specifications	
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, 9.18(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	9.3
Billboard 					a. Quantity (max.)	1 Sign with 2 Faces
					b. Sign Face Area	672 sf
					c. Height	65 ft
					d. Depth/Projection	NA
					e. Clearance	NA
					f. Setback	100 ft from Interstate ROW; 300 ft from Residential
					g. Time of Display	NA
					h. Landscaping/Illumination	No/Yes, 9.18(4)
					i. Electronic Message Center	No
					j. Other	9.38

Section 9.19 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.

Section 9.20 – 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. ~~These corridor standards shall supersede any regulations by zoning district except the Downtown Overlay.~~
- 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. ~~Monument~~ 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 – 100 square feet
 - ii) Multi-tenant developments with less than three (3) suites/units – 125 square feet
 - iii) Multi-tenant developments with more than three (3) suites/units – 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 ~~the downtown overlay district~~ **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 – 75 square feet
 - ii) Multi-tenant developments with less than three (3) suites/units – 100 square feet
 - iii) Multi-tenant developments with more than three (3) suites/units – 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 ~~Highway 61~~ **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.
 - b) Setback. Signs shall be setback at least five (5) feet from any property line.
 - c) Signable Area:
 - iv) Single developments – 75 square feet
 - v) Multi-tenant developments with less than three (3) suites/units – 100 square feet
 - vi) Multi-tenant developments with more than three (3) suites/units – 150 square feet

Sec. 9.21 – 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 DMU 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. 9.22 – 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. 9.26.

Sec. 9.23 – MONUMENT SIGNS

- 1) Shall not exceed eight (8) feet in height. Within ~~DMU~~ CMU and ~~OMI~~ 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.

Sec. 9.24 – 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. 9.25 – PYLON SIGN, SINGLE TENANT

- 1) Pylon signs are permitted by right on lots or parcels zoned ~~GC~~ C2 or I2, or with primary building frontage on Highway 61/101 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 ~~DMU, CBD, and OMI~~ 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. 9.26 – PYLON SIGN, MULTIPLE TENANT

- 1) Pylon signs are permitted on lots or parcels zoned ~~GC~~ **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, ~~DMU~~, or ~~CBD (Downtown Overlay District)~~ **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 9.01.**

Sec. 9.27 – 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. 9.28 – SERVICE STATION SIGNS

- 1) Monument Signs. See Section ~~9.24~~ 9.23.
- 2) Pylon Signs. See Section ~~9.23~~ 9.25.
- 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 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 RD zoning district or unless as otherwise noted in this Ordinance. Signs in the CBD and RD 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 frontage 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 DMU 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. Sign area shall be subject to aggregate sign area per lot/parcel as specified in Table 9.1: Permanent Signs.
- 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.

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) 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.
- 2) Signs shall be allowed only on windows located on the ground floor and second story of either a designated primary or secondary building frontage.

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.

- 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.

Sec. 9.35 - BANNERS

- 1) Each banner shall not exceed twenty-four (24) square feet in size and no banner shall be mounted so as to extend above the horizontal plane of the roof where the building wall and roof meet or shall not extend more than eight feet above grade when on the ground;
- 2) Each banner must be individually attached to poles, mast arms, or other structures;
- 3) No more than one banner shall be displayed per street frontage;
- 4) Banners shall be allowed for a period not exceeding fourteen (14) days with no more than three such 14-day periods being permitted per calendar year per business;
- 5) Each residential use may display one banner not exceeding twenty-four (24) square feet, without receiving a permit. No banner shall be displayed longer than 14 days. However, this 14-day period shall begin on the date when a notice is provided by the city in response to a complaint filed with the city or observed by code enforcement;
- 6) Subsection 4) of this section shall not apply to private schools and places of worship located in residential zoning districts. For the identified land uses, banners shall be allowed for a period not exceeding twenty (20) days with no more than eight such 20-day periods permitted per calendar year per lot; and
- 7) All banners must be maintained in good condition as provided for flags in section ~~9.32~~ 9.34.
- 8) Banners sanctioning an activity or event sponsored by a government or quasi-governmental entity, not limited to city, county, state, school system, or other government authorities, shall be exempt from the requirements of this section.

Sec. 9.36 – 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. 9.37 – 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 16 square feet in area and six 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. 9.38 – 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) Billboard signs are permitted on any property having frontage on an interstate and located in any of the following zoning districts: GC and I2.
 - c) A billboard sign shall not be located more than one-hundred (100) feet from an interstate right-of-way.
 - d) 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.
 - e) No billboard sign shall be located within three-hundred (300) feet of a residentially zoned property as measured from the outermost edge of the sign to the closest point of the residential property.
 - f) A billboard sign shall meet the setback standards of the zoning district, provided the structure setback from any interstate right-of-way shall be a minimum of twenty-five (25) feet.
 - g) No billboard sign shall exceed a height of sixty-five (65) feet as measured from the ground to the top of the sign.
 - h) 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.
 - i) No billboard sign shall be located within five-hundred (500) linear feet of any other billboard sign on the same side of the street, road or highway, including any such sign located outside of the city limits, as measured along the right-of-way.
 - ~~j) The sign area of a billboard sign located adjacent to an interstate right-of-way shall not be used in calculating "aggregate sign area."~~
- 2) Tri-Vision or Multiple Message Billboard Signs
 - a) In addition to the regulations outlined in Sec. ~~9.36~~ **9.38**, 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 same 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 fronting on interstate highways only, and shall be positioned for viewing from such interstate highways.
 - 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.
 - ix. Any maximum size limitations shall apply to the side of the multiple message sign with the greater area.
 - ~~x. The owner of a digital billboard shall arrange for an annual certification of the foot-candle intensity measured in foot-candles by an independent contractor showing compliance and provide such certification to the code enforcement officer.~~
 - xi. 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 ~~code enforcement officer~~ **Director of Community Development upon request.**

- xii. Digital billboards shall meet the same installation and permitting requirements and inspections as adopted for electrified signs and all other signs.
- xiii. 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.
- xiv. 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.
- xv. 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.
- xvi. In the event the ~~code enforcement officer~~ **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 ~~code enforcement officer~~ **Director of Community Development or designee.**
- xvii. 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.

Sec. 9.39 – ELECTRONIC SIGNS

- 1) Electronic signs shall be allowed as part of a lawfully permitted sign only in GC 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 seconds;
 - b) No message may be repeated at intervals less than three seconds;
 - c) No segmented message may last longer than ten seconds;
 - d) No traveling message may travel at a rate slower than 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 during the daylight hours and a maximum illumination of five-hundred (500) nits 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) during the daylight hours and a maximum illumination of five-hundred (500) nits 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.
 - ii. ~~The owner of any electronic sign or the holder of a sign permit for an electronic sign shall be required to submit annual certification to the director by an electrical engineer licensed in the state that the lighting on the electronic sign meets the standards in effect. The annual certification must be submitted to the director no later than January 31 for each year.~~
- 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. 9.40 – 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. The 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: New (and Old)	
AGR	AG (RD)
RES	R1, R2, SFA, MF1, MF2, PUD (R-20, R-14, RT, PD*)
COM	CBD, CMU, C1, C2, OMI, PUD (DT, NC, GC, HC, OI, PD*)
IND	I1, I2 (LI, GI)
(*)	In PUD zoned parcels, Residential Uses shall follow the RES regulations, and Commercial Uses shall follow the COM regulations.

Table 9.02**Temporary Signs**

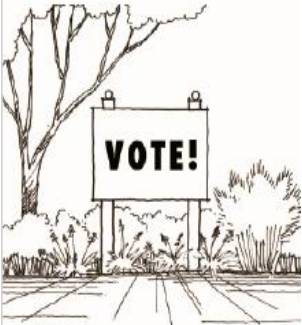
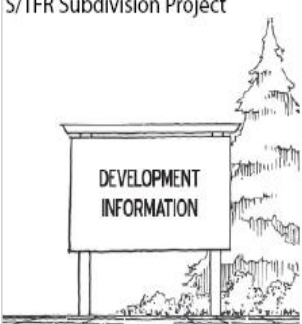
	AGR	IND	RES	COM	Specifications	
Ornamental, Seasonal, Special Event Banners 					a. Quantity (max.) b. Sign Face Area c. Height d. Depth/Projection e. Clearance f. Setback g. Time of Display h. Landscaping/Illumination i. Permit j. Other	1 24 sf NA NA NA 10 ft 14 consecutive days, twice per year, 9.41(5)(c) NA/No No 9.41(5)
Political Signs 	X		X		a. Quantity (max.) b. Sign Face Area c. Height d. Depth/Projection e. Clearance f. Setback g. Time of Display h. Landscaping/Illumination i. Permit j. Other	1 per Frontage 32 sf 5 ft NA NA 10 ft NA NA/No Not Required NA <i>Applies to Commercial and Industrial Properties, not Residential and Agricultural; see Sec. 9.41(11).</i>
Real Estate 					a. Quantity (max.) b. Sign Face Area c. Height d. Depth/Projection e. Clearance f. Setback g. Time of Display h. Landscaping/Illumination i. Permit j. Other	2 16 sf residential. 32sf commercial/industrial NA NA NA 10 ft Removed 7 days after Sale/Rent/Lease, 9.41(6) NA/No Not Required 9.41(6)
S/TFR Subdivision Project 					a. Quantity (max.) b. Sign Face Area c. Height d. Depth/Projection e. Clearance f. Setback g. Time of Display h. Landscaping/Illumination i. Permit j. Other	1 per Frontage 32 sf NA NA NA 10 ft 9.41(7)(d) NA/No Required 9.41(7)

Table 9.02**Temporary Signs**

	AGR	IND	RES	COM	Specifications	
Temporary Signs Displaying Non-Commercial Speech 					a. Quantity (max.) 9.41(8)(c) b. Sign Face Area 6 sf c. Height NA d. Depth/Projection NA e. Clearance NA f. Setback 10 ft g. Time of Display 45 days, 9.41(8)(c) h. Landscaping/Illumination NA/No i. Permit Not Required j. Other 9.41(8)	
Window Signs, Temporary 					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 9.41(9)(c) h. Landscaping/Illumination NA/No i. Permit Not Required j. Other 9.41(9)	
Yard Sale 					a. Quantity (max.) 2 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 3 days prior; removed 1 day after event, 9.41(10) h. Landscaping/Illumination NA/No i. Permit Not Required j. Other 9.41(10)	

Sec. 9.41 – TEMPORARY SIGN STANDARDS (SUPPLEMENT TO TABLE 9.2)

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.

- 1) Banners. One (1) banner shall be permitted per business that meets the following provisions:
 - a) Banners shall not exceed twenty-four (24) square feet in area and shall be limited to thirty (30) days total per one-year (365-day) period.
 - b) The banner shall be affixed by all four (4) corners to the building (excluding the roof) 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.
- 2) Construction Signs. Construction signs shall be permitted on construction sites, provided that they meet the following provisions:
 - a) Construction signs shall not exceed more than two (2) per ~~property~~ **Planned Unit Development or residential subdivision**, and shall not exceed thirty-two (32) square feet per sign in all zoning districts.
 - b) Construction 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.
- 3) 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) 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.
 - d) Inflatable objects shall be associated with non-residential uses only.
 - e) 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.
- 4) 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) Signs shall be placed in a manner consistent with Sec. 9.17(1)(g) – Sign Visibility.
 - d) Model home/temporary sales facility signs require a sign permit.
- 5) Ornamental, Seasonal, or Special Event Banners.
 - a) Ornamental, seasonal, or special event banners do not require a sign permit.
 - b) Signs that are installed by local governments and mounted to light standards or placed on public property shall be permitted.

- c) Non-residential special event signs, such as grand opening, fair, carnival, circus, festival, or similar event signs shall be permitted on the lot where the special event is to occur. These signs shall be permitted for no more than fourteen (14) consecutive days, no more than twice (2) per year.
- 6) Real Estate Signs. Real estate signs shall be permitted, provided they meet the following provisions:
 - a) Real estate signs do not require a sign permit.
 - b) Real estate 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) Real estate 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) Real estate 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.
- 7) Single or Two Family Dwelling Subdivision or Multi-Family Dwelling Project Signs. One (1) Project Sign, which may include the name of the subdivision or project, owner, developer, engineer, homebuilder, lender, or other professional involved in the design and construction of the subdivision or project, shall be permitted per single or two family dwelling subdivision or multi-family dwelling project on each exterior street frontage after the issuance of Preliminary Plat approval for a single or two family dwelling subdivision or for a multi-family dwelling project, provided that such sign:
 - a) Shall not be illuminated;
 - b) Shall maintain a minimum setback of ten (10) feet from the proposed right-of way and shall be outside of any required sight triangle;
 - c) Shall not exceed thirty-two (32) square feet in sign surface area;
 - d) 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,
 - e) 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.
- 8) Temporary signs displaying non-commercial speech in residential zoning districts.
 - a) Temporary signs displaying non-commercial speech in residential zoning districts do not require a sign permit.
 - b) Temporary signs displaying non-commercial speech shall be no more than six (6) square feet in area.
 - c) One (1) temporary sign displaying non-commercial speech may be displayed per residential property for a maximum period of forty-five (45) calendar days.
- 9) Window Signs.
 - a) Window signs do not require a sign permit.

- b) Signs and decorations painted on or applied to windows pertaining to holidays and seasonal events where the signs contain no reference to the goods or services sold or provided by the establishment, 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.

10) Garage Sale/Yard Sale Signs.

- a) Garage sale/yard sale 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) Garage sale/yard sale signs may be erected no more than three (3) days prior to the event and shall be removed within one (1) day after the event.
- c) Garage sale/yard sale signs do not require a sign permit.

11) Sidewalk, A-frame or easel style signs. **(Moved from Sec. 9.11)**

- a) Sign composition material: Wood or metal (dry erase or chalk board style);
- 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 shall be 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.

12) Political and Campaign Signs.

- 1) Political and campaign signs advertising on behalf of candidates for public offices or issues of referendum may be allowed as temporary signs without permits, provided that the signs are subject to the following:
 - a) Such signs shall be removed within five days following the election. If the signs are not removed within the time period, the building official shall have the authority to remove the signs and dispose of them as litter.
 - b) Only one stationary sign per candidate or referendum issue shall be allowed on any one parcel of land. However, if there is more than one tenant upon any parcel, each tenant shall be permitted one sign per candidate or per issue.
 - c) No political or campaign sign shall exceed 16 square feet in aggregate area on parcels in commercial, industrial, or institutional zoning districts or eight square feet on parcels in residential zoning districts. If such sign is detached, it shall not be erected in such a

manner as to constitute a roof sign. Notwithstanding the restrictions of this subsection, a sign may be placed upon any legally existing sign structure but not so as to cover an existing sign.

- d) Political or campaign signs may be allowed in a public or private right-of-way but shall be located no closer than 7 ½ feet from the pavement of a public or private street or five feet from the edge of a sidewalk, bike path, or pedestrian way.
- e) No political or campaign 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.
- f) The building official shall have the authority to remove immediately any political or campaign sign, including any sign concerning a referendum issue, found to be located or erected in violation of this section. In such case the removed sign shall be held by the City for a period not to exceed five days following the date of the election for which such sign was posted. Any signs remaining unclaimed following the expiration of the five-day period shall be destroyed or disposed of by the City.
- g) Political signs shall be removed within three days after any election or campaign to which such sign pertains; however, a sign may remain through any secondary primary or runoff election as to any candidate who is subject to such election. *A deposit in an amount on file in the City Clerk's office shall be required for each candidate or political cause being advertised by signs. The candidate or manager of advertising for each political cause shall deposit such sum with the City Clerk before posting any sign, which sum shall be used to pay the cost of removal of such signs by City employees if they are not removed in the proper time limit.*

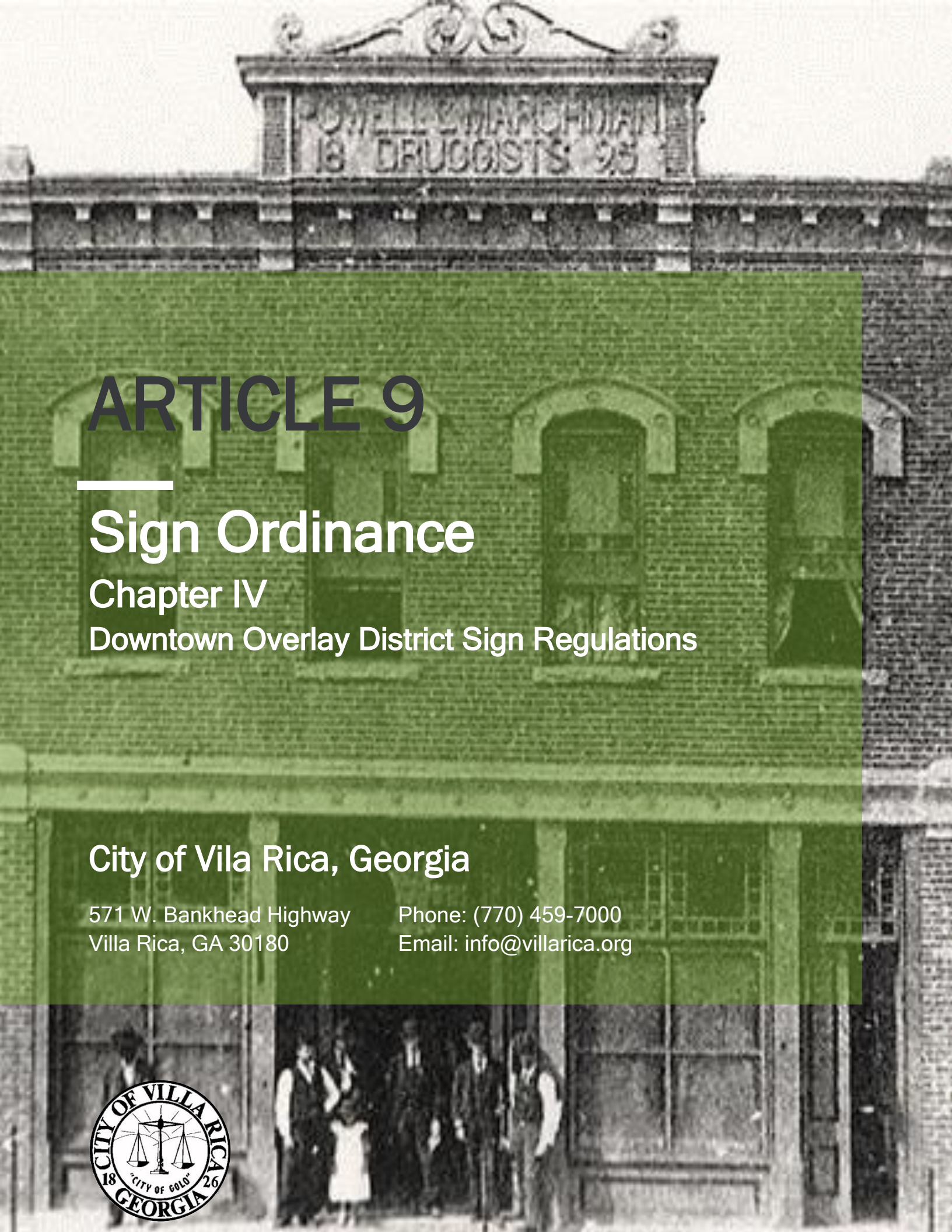
Sec. 9.42 – CONVERSION TO A PERMANENT SIGN

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

Sec. 9.43 – ENFORCEMENT

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

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ARTICLE 9

Sign Ordinance

Chapter IV

Downtown Overlay District Sign Regulations

City of Villa Rica, Georgia

571 W. Bankhead Highway
Villa Rica, GA 30180

Phone: (770) 459-7000
Email: info@villarica.org



City of Villa Rica, Georgia

Mission Statement

The City of Villa Rica provides a home town charm with a golden history serving its citizens effectively by ensuring quality services and a safe environment.

Vision Statement

Villa Rica will be a thriving city focusing on quality of life and planned growth by blending its past and future.

Sign Ordinance – Intent

This Article is intended to regulate the location, erection, maintenance and use of signs in all land use districts, regardless of type or size, and to insure that no sign shall constitute a safety hazard.

The intent of this Article is to create a balanced system of sign control that accommodates both the needs for a well-maintained, safe and attractive community, and the need for effective business advertising, identification, and communication. This balance will assist in promoting the economic health of the community through increase tourism and property values.

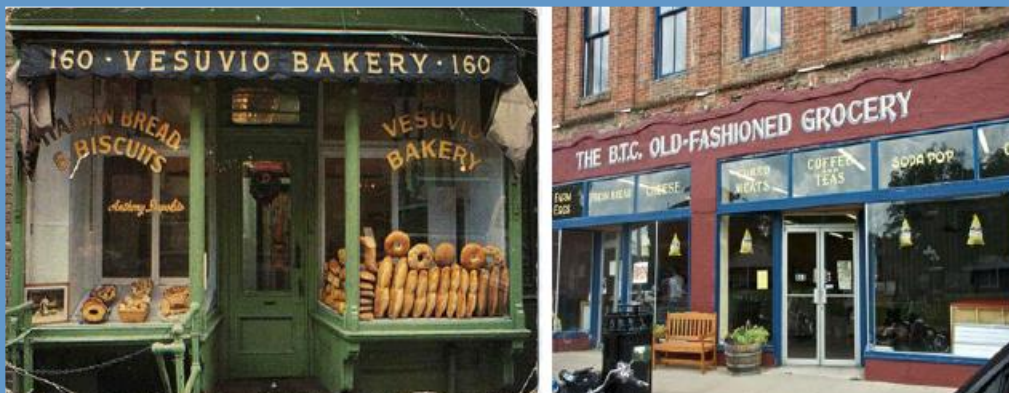
Sec. 9.44 – SIGN GUIDELINES FOR THE ~~DOWNTOWN OVERLAY~~ CENTRAL BUSINESS DISTRICT (CBD)

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.

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.



- 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.
 - 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.
- 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.

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



- 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
 - 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.

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



- 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
- 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.

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.



- 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

- 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.

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.



- 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
- 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.

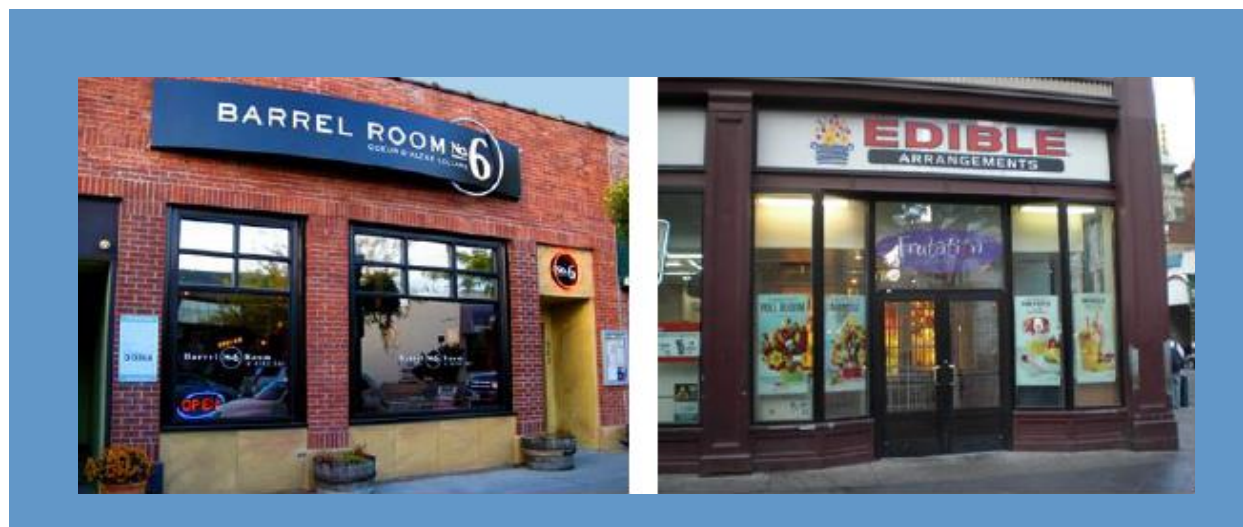
Illumination of a sign should be done with the objective of achieving a balance between the architecture, the historic district and the sign. Internally illuminated signs are not generally permitted in the downtown historic district.



Consider halo illumination as an alternative to other types of internally illuminated signs.



- 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.
 - 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.
- 1) 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.

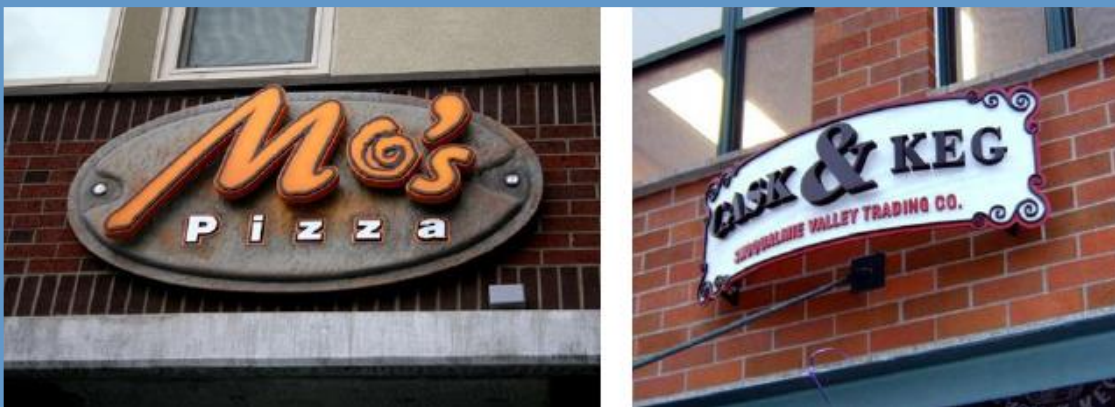


Sec. 9.45 – DESIGN GUIDELINES FOR SPECIFIC SIGN & AWNING TYPES

In addition to the General Guidelines for all signs and awnings in Chapter IV, Sec. 9.42, the following guidelines apply to specific sign and awning types. These guidelines and those in Sec. 9.42 are intended to encourage strong design and to provide direction on how to achieve that goal. These guidelines are not intended to limit creativity or restrict imagination, innovations, or variety of sign styles, but they seek to preserve and enhance the unique historic and architectural character of the downtown district.

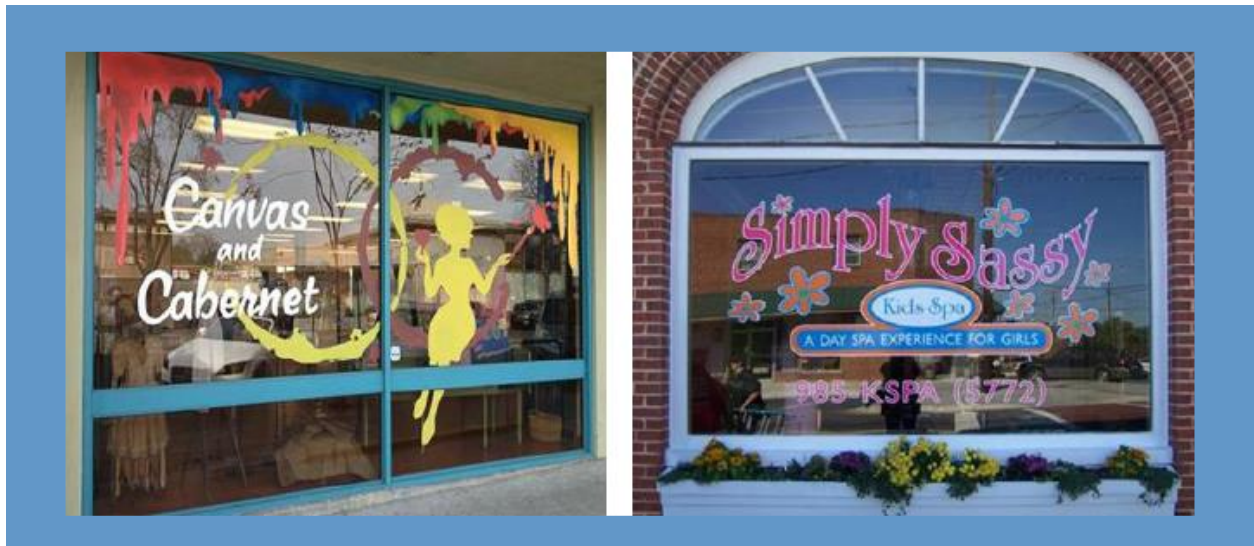
1) Wall Signs.

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



2) Window Signs.

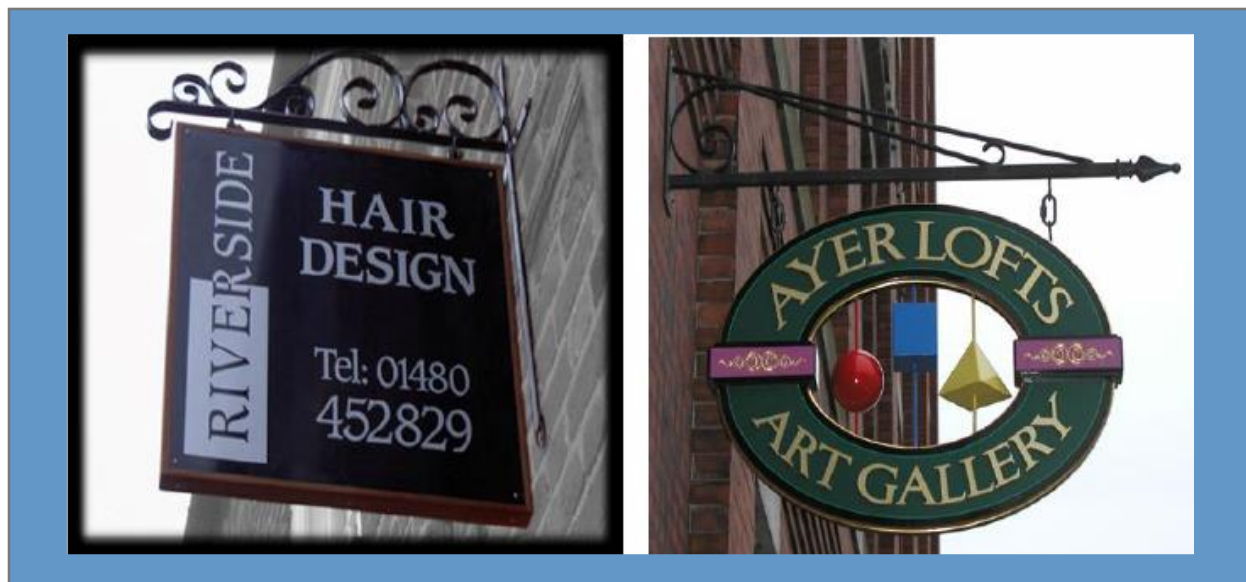
- a) Window signs may be either paint or vinyl applied directly to the surface of the glass or any signage on the inside of the building that is visible through a window or door on a permanent basis and is placed within eighteen inches of the glass.
- b) Only a minimal area should be covered so that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



Projecting Signs.

- 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.

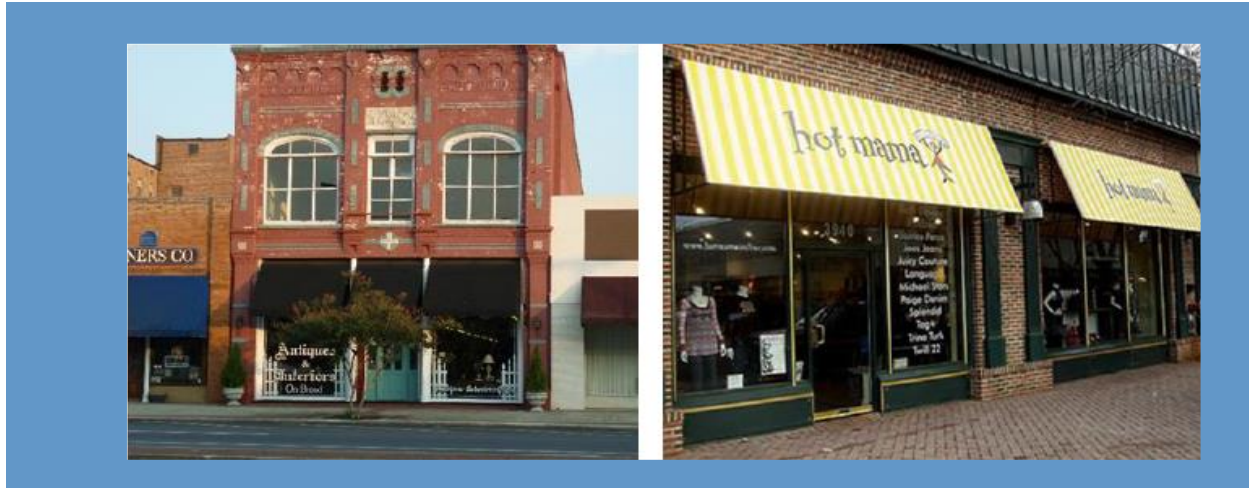
- i) Generally, the appropriate area for projecting signs is above the storefront windows and below the sills under the second floor windows.
- j) A projecting sign should be located at or near the public entrance to the storefront or building.



3) 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.
- 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.



- 4) 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.





Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: September 28, 2019 Summer Concert Series – Alabama Blues Brothers
AGENDA DATE: 6/11/2019

DATE PREPARED: 5/29/2019
PREPARED BY: Janet Chumley

AMOUNT: \$4,000
GL ACCOUNT #: 23880
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: To approve the headlining act contract/agreement with Alabama Blues Brothers for the September 28, 2019 Summer Concert Series to be held at The MILL Amphitheater in the amount of \$4,000.

BACKGROUND: The Alabama Blues Brothers band were formed in 1998 in Huntsville, Alabama. They are a Tribute Blues Brothers Band who are influenced by John Belushi, Dan, Aykroyd, Muddy Waters and Memphis Stax. They took a 5-year hiatus, but planned a six-city reunion tour in early 2019. With such a popular and loyal following in Villa Rica, this is one of the six cities they wanted to play on their reunion tour.

STAFF RECOMMENDATION: Staff is recommending Alabama Blues Brothers to headline the September 28, 2019 Summer Concert Series at The MILL Amphitheater in the amount of \$4,000.

IMPACT: This concert gives The City of Villa Rica another opportunity to drive business to our downtown business district.

MOTION: I make a motion that we approve the contract/agreement necessary to engage Alabama Blues Brothers as the headlining band for the September 28, 2019 Summer Concert Series in the amount \$4,000.



Formal Offer Agreement Alabama Blues Brothers

Date of Engagement: Saturday, September 28, 2019

Venue: The MILL Amphitheater located at 106 Temple Street, Villa Rica, GA 30180
(The MILL is an outdoor venue).

Capacity: 2500

Amount of the offer: \$4,000

Event: Summer Concert-Saturday, September 28, 2019

Performance time for Alabama Blues Brothers: 8:00 pm – 10:00 pm

Backline: Alabama Blues Brothers will provide

Sound/lighting: City will provide

Transportation: Band will provide transportation

Age restrictions: All ages welcome

Cost of event: Free

Weather: The concert will go on rain or shine barring severe weather such as lightning or tornado.

Catering: City will provide a formal dinner will be provided for band and crew members (including vegan and vegetarian options). Light snacks as well as water and sodas will be provided. The City cannot provide alcohol to anyone in the band or crew.

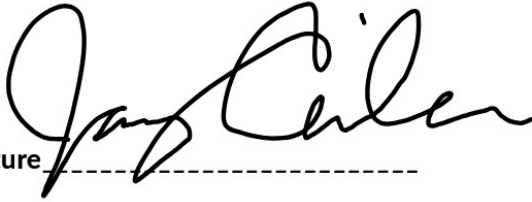
Contracting Company Name: City of Villa Rica

Contact: Janet Chumley

Address: 106 Temple Street Villa Rica, GA 30180

Phone: 678-785-1092

Email: jchumley@villarica.org

Band signature  _____

Alabama Blues Brothers

Show Contract

PERFORMANCE INFORMATION

Date Effective: September 28, 2019

Date Terminated: September 28, 2019

Time of performance: 90 min performance

Location: City of Villa Rica Georgia

For: Fall Event

PERFORMER INFORMATION (from this point forward references "Alabama Blues Brothers")

J. Crisler Productions presents "Alabama Blues Brothers"

CLIENT OBLIGATIONS (from this point forward references "City of Villa Rica Georgia")

The client will provide *at least* 60 minutes access to stage prior to start of show for setup/sound check.

The client will provide all stage/sound/lighting needs during performance.

The client will provide 4 hotel rooms (double occupancy) for the night of the performance.

The client will provide water and/or drinks for the entertainers before and during the performance.

The client will provide one meal for the 8 members of the band while on site.

A deposit of half of the total of the performance payment will be made prior to the performance in the amount of **\$2000 by July 1, 2019.** This fee may be made in CASH or CHECK. Make payment to

JAMEY CRISLER. The payment and its delivery should be made only to **JAMEY CRISLER** as the representative for this production. The remaining \$2000 will be paid the evening of the performance at completion of setup. This payment will be made in cash only.

This **total** fee of **\$4000** covers the entire performance of "Alabama Blues Brothers", and the performers involved as described in this contract.

PERFORMER OBLIGATIONS

The performers will provide "Alabama Blues Brothers" during the event as agreed upon by both parties prior to the signing of the contract.

The performers are responsible for transportation to and from the venue.

The performance includes one 120 minute Blues Brothers Tribute Show.

The performers will provide all backline gear unless backline is provided by the client.

This contract is legal and binding upon signature of both parties. This contract includes a cancellation fee to be equal to 100% of the total amount to be paid by the client as stated above. This date is firm and binding. Any change in this contract will be made in writing and agreed upon by both parties mentioned above. Should the contract not be returned by the date below, the date will not be held. If any part of this contract, including all riders, is not met exactly as stated, the performer is not obligated to perform and is entitled to 100% of agreed booking fee as stated above at the time of the contracted performance. Should payment not be received in full, all collection fees and/or court costs relating to attempts to collect the debt will be the responsibility of the client. This contract may not be re-written by the client or performer without prior approval of both parties in writing. If the event is cancelled by weather, an alternate, safe, indoor area will be provided. The performers will not perform on wet surfaces. If an alternate area is not available during the same contracted time and date, performer is entitled to 100% of payment at time of contracted performance.

*****This contract is being e-mailed to the client for approval. Upon approval it will be printed, signed, and original signatures and deposit mailed to Jamey Crisler. Please return to the address below or postmark by July 1, 2019. Please retain a copy for your records and to serve as an Invoice.**

Return Address: Jamey Crisler 5233 Co Rd 316 Trinity, Al. 35673

Email – thebluesbrothers@aol.com 256-616-7838

*****Pictures will be submitted to the venue on request to use as promotion. All images for promotion must be approved by the performer.**

The name "Alabama Blues Brothers" may be used for promotion.

Client (City of Villa Rica Georgia Financial Representative):

Date: 5/29/19

Performer (**Jamey Crisler for Alabama Blues Brothers**):



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Sound and Lighting -September 28, 2019 Summer Concert Series
AGENDA DATE: 6/11/2019

DATE PREPARED: 5/29/2019
PREPARED BY: Janet Chumley

AMOUNT: \$5,000
GL ACCOUNT #: 1007550523880
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: This item is for sound and lighting services for the September 28, 2019 Summer Concert Series at The MILL Amphitheater with headlining band Alabama Blues Brothers.

BACKGROUND: Chevalier Productions who was awarded the Main Street sound and lighting contract in April of 2019 was contacted to once again perform those duties for the September 28, 2019 Summer Concert Series. The goal is to keep consistency and a high level of operation for sound and lighting in 2019 at The MILL Amphitheater.

STAFF RECOMMENDATION: Staff recommends the City approve the sound and lighting services of Chevalier Productions for the September 28, 2019 Summer Concert Series in the amount of \$5,000.

IMPACT: The City of Villa Rica will have professional Sound and Lighting for the September 28, 2019 Summer Concert Series with headlining band Alabama Blues Brothers.

MOTION: I move to accept staff recommendation to approve the sound and lighting services of Chevalier Productions for the September 28, 2019 Summer Concert Series in the amount of \$5,000.

Chevalier Productions

230 E G St
Anniston AL
36207

Invoice

Date	Invoice #
5/3/2019	2824

Bill To
CITY OF VILLA RICA 106 Temple Street Villa Rica, GA 30180

P.O. No.	Terms	Project

Description	Qty	Rate	Amount
Chevalier Productions will provide the following production for your events September 28 2019	1	5,000.00	5,000.00
Vertex 4888 Ground Stack with 8 tops , (4 per side) 4 Dual 18 (2 per side) Lap Gruppen 20 K		0.00	0.00
Festival Monitor system to include 12 JBL SR 712 Wedges with all power and processing .		0.00	0.00
Festival Microphone Package to include Shure SM 58, 57 , 81 and Beta 52's. Whirlwind DI.		0.00	0.00
Midas M 32 40 channel digital mixer	2	0.00	0.00
All Microphone , stands , cable's and stage drops to include power and sub snake systems		0.00	0.00
40 Channel Splitter Snake System to include all Sub Snakes .		0.00	0.00
200 amp single phase power distro with 125 feet of 2/0 feeder. To include all stage power.		0.00	0.00
STEREO SIDE FILLS JBL		0.00	0.00
LED Full Stage Package to include Chauvet Colorado Tri IP fixture's with Control.		0.00	0.00
Technicians for all postions, stage mangment included.		0.00	0.00
		Total	\$5,000.00
		Payments/Credits	\$0.00
		Balance Due	\$5,000.00



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Sewage Air Relief Valve Replacement
AGENDA DATE: June 11th, 2019
DATE PREPARED: May 29th, 2019
PREPARED BY: Dean Zeigler
AMOUNT: \$28,723.40
GL ACCOUNT #: 322-4330-541440
FUNDING SOURCE: DSPLOST
BUDGETED ITEM? YES

PURPOSE: The purchase of twenty (20) Crispin UX20 Stainless Steel Air Relief Valves (ARV's) using budgeted money from Douglas County SPLOST.

BACKGROUND: The current ARV's on the force mains of the sewer lift stations are rusted to the point they no longer work. These air relief valves are critical to the efficient operation of the lift station pumps and the longevity of the pumps. Because these valves are inoperable there is also a loss of lift station pump capacity.

STAFF RECOMMENDATION: To purchase the Crispin UX20 Stainless Steel Air Relief Valves from the lowest bid and begin a replacement schedule.

IMPACT: The longer the ARV's go inoperable the more damage and wear that occurs to the pumps. Without operational ARV's there is also a reduction in pump efficiency resulting in excessive energy cost and a loss of pump output.

MOTION: I make a motion to purchase 20 Crispin UX20 Stainless Steel Air Relief Valves from Fortiline Waterworks for the amount of \$28,723.40.

**Pricing for some of the products included in this quote may be impacted by Section 301 List 3: the proposed China tariff. In the event that the tariff is implemented, we will be forced to pass it on to the market. The actual price of these items may increase up to the rate of the tariff that is imposed. **

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
212114	FORTILINE CARTERSVILLE	5833362	3/08/19	1

CUSTOMER
CITY OF VILLA RICA 571 WEST BANKHEAD HWY VILLA RICA, GA 30180

PROJECT INFORMATION
2" AIR VALVES

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
30	20	EA	IF ORDERING 20EA 2" UX20L SEWER AIR VLV CRISPIN W/LOW PRESSURE SEAT	1,436.1700	28,723.40
80	15	EA	IF ORDERING 10-19EA 2" UX20L SEWER AIR VLV CRISPIN W/LOW PRESSURE SEAT	1,574.4700	23,617.05
130	5	EA	IF ORDERING 1-9EA 2" UX20L SEWER AIR VLV CRISPIN W/LOW PRESSURE SEAT	1,862.6400	9,313.20
				Subtotal:	61,653.65
				Tax:	.00
				Bid Total:	61,653.65

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

3/8/2019

CRISPIN VLVES_3-8-2019_210_PM



Bid Proposal for CRISPIN VLVES

VILLA RICA CITY WTR DEPT

Bid Date: 03/08/2019

Core & Main 862755

Core & Main

2111 Moon Station Dr

Kennesaw, GA 30144

Phone: 770-423-0583

Fax: 770-425-8897

Seq#	Qty	Description	Units	Price	Ext Price
10	20	CRISPIN UX20L 2X1 SEWAGE SINGLE BODY COMBO AIR VALVE	EA	1,475.00	29,500.00
Sub Total					29,500.00
Tax					0.00
Total					29,500.00

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

03/08/2019 - 2:10 PM

Actual taxes may vary

Page 2 of 2



FEI-MARIETTA WATERWORKS #407
910-A COBB PARKWAY NE
MARIETTA, GA 30062-2410

Phone: 770-499-2030
Fax: 770-499-2093

Deliver To:
From: Joshua McCoy
Comments:

12:34:06 MAR 08 2019

Page 1 of 1

FEI-GEORGIA WATERWORKS #554

Price Quotation

Phone: 770-499-2030

Fax: 770-499-2093

Bid No: B423377
Bid Date: 06/11/18
Quoted By: KWB

Cust Phone: 770-459-3656
Terms: NET 10TH PROX

Customer: CITY OF VILLA RICA
571 BANKHEAD HIGHWAY
VILLA RICA, GA 30180-1726

Ship To: CITY OF VILLA RICA
571 BANKHEAD HIGHWAY
VILLA RICA, GA 30180-1726

Cust PO#:

Job Name: 2 ARV CRISPIN

Item	Description	Quantity	Net Price	UM	Total
CUX20	2X1 SS SEWG COMB AIR REL VLV	1	1952.760	EA	1952.76
	SUBTOTAL				1952.76
CUX20	2X1 SS SEWG COMB AIR REL VLV	20	1555.300	EA	31106.00
	SUBTOTAL				31106.00
Net Total:					\$33058.76
Tax:					\$0.00
Freight:					\$0.00
Total:					\$33058.76

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

CONSOLIDATED PIPE AND SUPPLY CO., INC.
CUSTOMER QUOTE

194 Hurricane Shoals Rd.
Lawrenceville GA 30046

Quote Nbr: 217798 000
Quote Date: 3/08/2019

Page 1

0023 - DANNY CARLAN
Phone 770-822-9664
Fax 770-822-9323
Toll Free 800-844-9585

Job: CRISPIN SWR ARV

Bid Date: 3/08/2019

260167 - VILLA RICA CITY OF
571 W BANKHEAD HWY
VILLA RICA GA 30180

Good Until: 4/08/2019

To: DEAN

Email: DZEIGLER@VILLARICA.ORG

Line	Qty	Item	Size/Wall/Description	Price	Extended Price

		FOR QUANTITIES OF 1 - 9 PRICING BELOW			
2	1.0	CRISPIN MDL UX20-L SEWAGE AIR RELEASE VALVE W/LOW PRESS SEAT		1,995.00 EA	1,995.00

		FOR QUANTITIES OF 10 - 19 PRICING BELOW			
5	10.0	CRISPIN MDL UX20-L SEWAGE AIR RELEASE VALVE W/LOW PRESS SEAT		1,780.00 EA	17,800.00

		FOR QUANTITIES OF 20 OR MORE PRICING BELOW			
8	20.0	CRISPIN MDL UX20-L SEWAGE AIR RELEASE VALVE W/LOW PRESS SEAT		1,595.00 EA	31,900.00

CALL ROLAND WITH ANY QUESTIONS OR CONCERNS					
ROLAND 770-530-1651					
11	1.0	220034 4X2 JCM 402-0480X14 DS SDL IP		29.25 EA	29.25
12	1.0	220031 6X2 JCM 402-0690X14 DS SDL IP		37.00 EA	37.00



Goforth Williamson, inc.

Goforth Williamson, Inc.
Mail To: 373 O'Dell Road
Ship To: 377 O'Dell Road
Griffin, GA 30224
United States of America

Ph: 770-467-0303

Fax: 770-467-0301

ID: P209674R1

Quote

Date: 07-Mar-19

To

Villa Rica, City of
571 West Bankhead Hwy
Villa Rica, GA 30180
United States of America

Quote To

Dean Zeigler
City of Vila Rica
Van Wert Lift station
206 N Van Wert Rd.
Temple, GA 30180
United States of America

Ph: 770-459-7000

Ph: 678-840-1418

Terms		Ship Via		Salesperson
Net 30 Days		Pre-Pay& ADD		JGBOS
Quantity	Description	Unit Price	Amount	
1 ea	Line: 003 Part: UX20-L Crispin X Series Air Valve 2" NPT Inlet x 1" NPT Outlet Sewage Single Body Combination Air Valve Low Pressure Seat for 2 - 40 psig Service Cast Stainless Steel Body 316 SST Floats & Linkage Buna N Seat and/or Seat Button Expiration Date: 06-Apr-19 Rev: Price for quantities 20 or more 8 to 10 weeks	\$1,687.50	\$1,687.50	
1 ea	Line: 004 Part: SHIPPING & HANDLING CHARGES Freight on Inbound Materials Will be pre-paid and added to the invoice Expiration Date: 06-Apr-19 Rev:	\$0.00	\$0.00	
PLEASE NOTE: 1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location. 2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork. 3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card. A 5% surcharge will be added to the invoice amount. 4. GWI will provide 1-year warranty on workmanship and materials from the date of delivery. THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTE. PLEASE CALL 770-467-0303, OR YOUR SALES REP, IF YOU HAVE ANY QUESTIONS.		Total:	\$5,656.25	



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Amendment to Agreement with Brennan Jones Engineering Associates, LLC.

AGENDA DATE: June 11, 2019

DATE PREPARED: May 30, 2019

PREPARED BY: Pete Zorbanos

AMOUNT: \$35,500.00

GL ACCOUNT #: 505-4414-521200

FUNDING SOURCE: GEFA

BUDGETED ITEM? No

PURPOSE: To approve an amendment to the professional services agreement with Brennan Jones Engineering Associates, LLC.

BACKGROUND: The City engaged Brennan Jones Engineering to assist us in evaluating all of the wastewater pumping stations. Sanitary sewer manholes at force main discharge locations and manholes in proximity to the pump stations were also inspected. Subsequently, numerous deficiencies were determined such as deterioration and corrosion caused by hydrogen sulfide gas, root intrusion, and active leaks that will require repair.

STAFF RECOMMENDATION: Staff recommends approval of the attached agreement for an amount not to exceed \$35,500.00.

IMPACT: The goal of this project will be to eliminate leaks and reduce inflow and infiltration (I&I), conduct structural repair of all structures and manholes, clean and remove roots and obstructions, and provide a protective coating against hydrogen sulfide corrosion.

MOTION: I move that we approve an amendment to the agreement with Brennan Jones Engineering Associates, LLC. for an amount not to exceed \$35,500.00.

**AGREEMENT FOR ENGINEERING SERVICES BETWEEN
CITY OF VILLA RICA, GEORGIA AND
BRENNAN JONES ENGINEERING ASSOCIATES, LLC
FOR
PUMP STATION AND MANHOLE STRUCTURE REHABILITATION
May 21, 2019**

WORK ORDER NO. 17003.08

This Work Order has been prepared in accordance with the Agreement for Engineering Services between Brennan Jones Engineering Associates, LLC and City of Villa Rica, Georgia, dated September 15, 2017.

Introduction and Background

Villa Rica has completed evaluations of all wastewater pumping stations. As part of this work, sanitary sewer manholes at force main discharge locations and manholes in proximity to pump stations have been inspected. These investigations have revealed that many of the pump station structures and gravity sewer manholes have deficiencies that need to be addressed. These deficiencies include but are not limited to root intrusion (i.e. indication of leaking), active leaks, and structure deficiencies including corrosion caused by hydrogen sulfide (H₂S).

To address these issues, the City will issue a construction contract that will be targeted to address pump station structure and manhole leaking and corrosion. The construction contract will be clean manholes and pump station structures, kill and to remove roots, permanently stop active leaks, and where corrosion is present, manholes and pump stations will be structurally repaired using a cementitious product and then the surfaces will be coated with a high build epoxy corrosion resistant coating such as Raven Lining Systems (Raven 405), or similar product.

The objective of the project is to stop leaks and reduce Inflow and Infiltration (I&I), clean structures, remove roots or of obstructions in structures, structural repair of manholes and pump station structures, and to provide protection from H₂S corrosion.

A construction budget of \$350,000 has been established for this project. It is anticipated that approximately 100 manholes and approximately 10 of the pump stations will be rehabilitated as part of this project.

Scope of Services

BJEA will perform the following tasks for this project:

Task 1 – Data Analysis and Field Investigation. Data from various sources including previous pump station investigation work, GIS data, and on-site investigations will be compiled and developed to identify and prioritize structures for rehabilitation. Field work including manhole opening, inspection and photo documentation will be conducted with assistance from City crews. The project work scope will be developed based on the data analysis and field investigation work.

Task 2 – Design and Preparation of Plans and Specifications. BJEa will prepare construction plan and specifications that will identify the specific manholes and pump station structures to be rehabilitated and to illustrate the type of rehabilitation required for each location. Advertisement and Bidding documents will be prepared and used for solicitation of bids from qualified contractors.

Task 3 – Bidding and Construction Phase Services. BJEa will perform the following services in conjunction with this task:

Bidding Assistance

- Preparation of construction contract documents for bidding
- Provide the advertisement to bid and assist with project advertisement through publication on GLGA Marketplace Website and local plan advertisement rooms.
- Reproduce and distribute bid documents to plan advertisement companies and bidders
- Conduct pre-bid conference, (if required)

Work Order 17003.08
Pump station and Manhole Structure Rehabilitation
City of Villa Rica, Georgia
May 21, 2019

Interpretation of bid documents and issue addenda as required
Attend the bid opening and open bids
Evaluate bids and provide recommendations for award

Construction Administration

Provide conformed contract execution documents
Conduct a preconstruction conference
Receive and review submittals
Provide interpretations of plans and specifications
Review pay requests and make payment recommendations
Provide periodic on-site construction observation
Conduct substantial completion inspection and construction deficiency list
Conduct final completion inspection
Provide a recommendation for final acceptance

Schedule

We anticipate that data analysis and field investigations, design, and preparation of bidding documents will be completed within 2 months. Bidding and construction phase services are anticipated to take approximately 8 months (i.e., bidding 1 month, contract award 1 month and construction 6 months).

Fee:

The fee for engineering design and construction administration services outlined above will be performed on a Lump Sum and Hourly basis including expenses as shown below. BJEa will submit invoices on a monthly basis for services completed during the previous month. The following is a breakdown of fee by tasks associated with the scope of services outlined above

Task Description	Lump Sum & Hourly Budget
Task 1 – Data Analysis and Field Investigation	\$16,000.00 (LS)
Task 2 – Design and Preparation of Plans and Specifications	\$12,000.00 (LS)
Task 3 – Bidding and Construction Phase Services	\$7,500.00 (Hourly)
Total	\$35,500.00

Reimbursable Expenses (mileage, copies, permit fees, etc.) are included in the budget above. Any services, which are not included in the scope of services will be performed on a time and expense basis in accordance with the attached Unit Rate Schedule after written authorization has been received from the Client. For any authorized additional services, BJEa will submit a detailed invoice for services on a monthly basis for all project related activities and services completed during the prior month.

OWNER and CONSULTANT have caused this Agreement to be amended by representatives duly authorized to act, all as of the effective date of May 21, 2019.

CONSULTANT
**BRENNANJONES ENGINEERING
ASSOCIATES, LLC**



Brennan D. Jones, P.E.
Principal

OWNER
CITY OF VILLA RICA, GEORGIA

Tom Barber
City Manager

Date May 21, 2018

Date _____



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Modification to Health Insurance Plan Document

AGENDA DATE: June 11, 2019

DATE PREPARED: May 29, 2019

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To modify the Plan Document for our Employee Health Insurance Program.

BACKGROUND: In 2017 we contracted with a number of providers to create a partially self-insured health insurance plan for our employees. These companies have acted on our behalf to provide plan administration, reference-based pricing, oversight of pharmacy usage, etc. Much of the cost savings that we have experienced has come as a result of post-treatment negotiation of the amount to be paid. For example, most providers invoice for services well in excess of 500% of the medicare rate for the service, but will accept well below 200% of the rate as a result of the negotiation process. One hospital system will not, but instead offers a 5% discount on 900% billing, and therefore needs to be excluded from our plan.

STAFF RECOMMENDATION: Staff recommends that we modify our plan document to exclude Northside Hospital facilities except for ER services. Northside Hospital physicians who provide services outside of Northside facilities would continue to be covered.

IMPACT: In over one and one-half years we have had only two claims at a Northside facility, as most of our employees do not live in the Northside system's footprint.

MOTION: I move that we modify our Employee's Health Insurance Plan Document, effective July 1, 2019, to exclude Northside Hospital facilities except for emergency room services.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Sewage Air Relief Valve Replacement
AGENDA DATE: June 11th, 2019
DATE PREPARED: May 29th, 2019
PREPARED BY: Dean Zeigler
AMOUNT: \$28,723.40
GL ACCOUNT #: 322-4330-541440
FUNDING SOURCE: DSPLOST
BUDGETED ITEM? YES

PURPOSE: The purchase of twenty (20) Crispin UX20 Stainless Steel Air Relief Valves (ARV's) using budgeted money from Douglas County SPLOST.

BACKGROUND: The current ARV's on the force mains of the sewer lift stations are rusted to the point they no longer work. These air relief valves are critical to the efficient operation of the lift station pumps and the longevity of the pumps. Because these valves are inoperable there is also a loss of lift station pump capacity.

STAFF RECOMMENDATION: To purchase the Crispin UX20 Stainless Steel Air Relief Valves from the lowest bid and begin a replacement schedule.

IMPACT: The longer the ARV's go inoperable the more damage and wear that occurs to the pumps. Without operational ARV's there is also a reduction in pump efficiency resulting in excessive energy cost and a loss of pump output.

MOTION: I make a motion to purchase 20 Crispin UX20 Stainless Steel Air Relief Valves from Fortiline Waterworks for the amount of \$28,723.40.



1198 W Shadburn Ave. Buford, GA 30518
Office (678) 353-6280

DATE	May 1, 2019
PROJECT NAME	MAIN STREET
ATTENTION	TOM BARBER
LOCATION	VILLA RICA, GA
SUBMITTED BY	CHRIS BROUILLETTE (404) 552-2976 chris@goliathcontracting.net

PRECONSTRUCTION	\$	3,450.00
SITE DEMOLITION	\$	7,456.00
EROSION CONTROL	\$	1,153.00
MASS GRADING	\$	3,629.00
CONCRETE WORKS	\$	26,312.00
PROPOSAL TOTAL	\$	42,000.00

EXCLUSIONS & NOTES

EXCLUSION

Layout, Staking and Asbuilts

Traffic Control

Geotechnical Testing

Striping for Asphalt and Concrete

Utility Relocates

Shoring (in any scope)

Reinstallation of Roadway Signs or Fences

Water Meter

Landscaping

Preconstruction Surveying

Tie-in of any Services

Preblast and Post Blast Surveys

Any and All Permits and Fees

Any Unsuitable Soils

Any Import Material (crush & run, flowable fill,...) to Achieve 95% Compaction

Trench Rock is Quantified by Minimum 5' Ditch Width and 1' Under the Invert of the Pipe

Any French Drains or Dewatering. (will install on a unit rate basis)

Any Trash Removal

Mobilization Price is for Initial Mobilization and Demobilization. Any Additional Mobilization will be Priced Accordingly

NOTES

Proposal may be withdrawn after 30 days of submittal

Payment Terms are 30 days upon issuance of payment application



1198 W Shadburn Ave. Buford, GA 30518
Office (678) 353-6280

DATE	May 1, 2019
PROJECT NAME	MAIN STREET
ATTENTION	TOM BARBER
LOCATION	VILLA RICA, GA
SUBMITTED BY	CHRIS BROUILLETTE (404) 552-2976 chris@goliathcontracting.net

SCOPE OF WORK	QTY	UNIT	UNIT PRICE	TOTAL
PRECONSTRUCTION				
MOBILIZATION	1	ea	\$ 3,450.00	\$ 3,450.00
PRECONSTRUCTION SUBTOTAL				\$ 3,450.00
SITE DEMOLITION				
ASPHALT	103	sy	\$ 20.00	\$ 2,065.00
SAW CUT ASPHALT	160	lf	\$ 6.50	\$ 1,040.00
CONCRETE	107	sy	\$ 28.00	\$ 2,996.00
SAW CUT CONCRETE	30	lf	\$ 8.50	\$ 255.00
DEMO AND REPLACE FRAME AND GRATE	1	ls	\$ 1,100.00	\$ 1,100.00
SITE DEMOLITION SUBTOTAL				\$ 7,456.00
EROSION CONTROL				
TYPE C SILT FENCE	185	lf	\$ 3.80	\$ 703.00
SD2 WITH POLY WATTLE	2	ea	\$ 225.00	\$ 450.00
EROSION CONTROL SUBTOTAL				\$ 1,153.00
MASS GRADING				
EXPORT SUITABLE FILL	40	cy	\$ 35.00	\$ 1,400.00
FINISH GRADING				
FINISH GRADE + / - .1ft SIDEWALKS	1,451	sf	\$ 1.25	\$ 1,814.00
FINISH GRADE + / - .1ft CONCRETE	415	sf	\$ 1.00	\$ 415.00
GRADING SUBTOTAL				\$ 3,629.00
CONCRETE WORKS				
CONCRETE PAVING	415	sf	\$ 11.00	\$ 4,565.00
SIDEWALK	1,451	sf	\$ 9.00	\$ 13,059.00
TURN DOWN CURB	136	lf	\$ 18.00	\$ 2,448.00
HANDICAP RAMP	1	ls	\$ 2,200.00	\$ 2,200.00
CHEEK WALL WITH STEPS	1	ls	\$ 2,500.00	\$ 2,500.00
RAILINGS	28	lf	\$ 55.00	\$ 1,540.00
CONCRETE WORKS SUBTOTAL				\$ 26,312.00

PROJECT PROPOSAL \$ 42,000.00

ESTIMATE

DL Masonry LLC

Date: 05/29/19

Home Improvements

115 Zoie Court Fayetteville, GA 30215

Danny Lee Orr 404-322-5368 email: orrlee5@gmail.com

TO: City of Villa Rica
571 W. Bankhead Hwy.
Villa Rica, GA 30180
Attn: Tom Barber

JOB LOCATION: Main Street & S.R. 61 Sidewalk Project
City of Villa Rica ~ GA

SCOPE OF WORK: Demo, form and pour concrete sidewalk/curb drainage area along complete strip of buildings approximately 150' x 13.5'. Installation to comply with engineer drawings H19116. Job to include layout, raised invert, meter boxes, etc. Handrail's installed per specs. Clean up and remove all debris.

Project to occur during business hours. Locate & traffic control to be handled by the city.

JOB DESCRIPTION ~ Masonry Sidewalk/Curb Drainage Installation

Includes All Labor & Materials	JOB TOTAL	\$47,000.00
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Respectfully Submitted By Danny Lee Orr
Thank You For The Opportunity!

Remodeling & New Construction ~ Design & Installation
Masonry & Hardscapes Concrete ~ Stone ~ Brick ~ Paver ~ Tile



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Resurfacing Parking Lot at Old Library and Repairing Community Square Blvd. in Front of Post Office

AGENDA DATE: June 11, 2019
PREPARED BY: Tom Barber

DATE PREPARED: May 31, 2019

AMOUNT: \$
FUNDING SOURCE: Carroll SPLOST

GL ACCOUNT #: 321-4210-541410
BUDGETED ITEM? Yes

PURPOSE: To approve a proposal to resurface the parking lot of the old library.

BACKGROUND: The old library building currently sits vacant. City Council has voted to lease the facility to Southeastrans, who wishes to move in on or around July 1. The tenant is building out the interior space but the City is obligated to resurface the parking lot. We have received two proposals from RP Paving. The first is for the application of perma-flex for \$47,585. The second is for a full-depth reclamation (FDR) for \$90,950.

We were also quoted \$37,805 for a full-depth reclamation of Community Square Blvd. in front of the Post Office. If we select FDR for the library parking lot we can reuse the excavated material for the street repair, reducing the combined cost by \$8,785.

STAFF RECOMMENDATION: Staff recommends the perma-flex application for the parking lot and the FDR application for the street repair.

IMPACT: \$47,585 for the parking lot and \$37,805 for the street repair for a total of \$85,390.

MOTION: I move that we authorize the City Manager to engage RP Paving Solutions to resurface the parking lot at the old library and to perform full-depth reclamation on the section of Community Square Blvd. in front of the post office for an amount not to exceed \$85,390.



RP Paving Solutions, LLC

106 Three West Parkway

Villa Rica, GA 30180

Office Phone: 678-840-4088

PROPOSAL

Date: Proposal No.:

5/30/2019

18513

Customer Name / Address:

City of Villa Rica
Streets & Solid Waste
571 Bankhead Hwy
Villa Rica, GA 30180

Phone: 770-459-3471

Job Name / Location:

Old Library Lot & Roadway

Project Manager Contact Info.:

Chris 404-925-7308

Due to the recent volatility of the crude oil market, prices are subject to change prior to commencement of your project. Notification of any changes in pricing will be submitted prior to mobilization.

Item	Description	Qty/Yds.	Price	Total
	City of Villa Rica Old Library Lot 571 W. Bankhead Highway Villa Rica Ga.			
Full Depth Reclamation	OLD LIBRARY LOT: Mill 1,836 sq. yds. of existing asphalt to a depth of 3"-4" inches and dispose of off site (see site map), this is to allow for the 50# lbs. per square yard cement displacement and the 2" inch paving specification. Pulverize the remaining base and sub-base structure to an additional 10" inches in depth and thoroughly mix. Install 50# lbs. of portland cement per square yard of pulverized area (46 tons total) and mix to a depth of 10" inches. Thoroughly irrigate pulverized area so water mixes to a depth of 10" inches. Fine grade pulverized area to proper grades and elevations and compact to maximum density. Pave total area 1,836 square yards with 2" inches of 9.5mm surface asphalt and compact to a smooth uniform finish...This process is designed to manufacture an in place concrete base utilizing existing materials, which eliminates the cost of full depth removal and disposal fees, along with minimizing down time and eliminating the cost of installing a new aggregate base.		90,950.00	90,950.00

Project Total:

There shall be a one (1) year guarantee on the material and all workmanship, except as applied to cracks. The guarantee shall be limited to the replacement of the material and application of the same. Property owner indemnifies RP Paving Solutions from any and all claims except those due to negligence.

Thank you for the opportunity

Please sign below for acceptance:

Sign Here:



RP Paving Solutions, LLC

106 Three West Parkway

Villa Rica, GA 30180

Office Phone: 678-840-4088

PROPOSAL

Date: Proposal No.:

5/30/2019

18513

Customer Name / Address:	
City of Villa Rica Streets & Solid Waste 571 Bankhead Hwy Villa Rica, GA 30180	
Phone:	770-459-3471

Job Name / Location:
Old Library Lot & Roadway
Project Manager Contact Info.:
Chris 404-925-7308

Due to the recent volatility of the crude oil market, prices are subject to change prior to commencement of your project. Notification of any changes in pricing will be submitted prior to mobilization.

Item	Description	Qty/Yds.	Price	Total
Full Depth Reclamation	CONCRETE ROADWAY: Saw cut as needed and remove approximately 488 square yards of concrete roadway, dispose of off site. Add aggregate base as needed for displacement of the 6" inch thick concrete removal. Pulverize the added aggregate base and remaining sub-base structure to an additional 10" inches in depth and thoroughly mix. Install 50# lbs. of portland cement per square yard of pulverized area (12 tons total) and mix to a depth of 10" inches. Thoroughly irrigate pulverized area so water mixes to a depth of 10" inches. Fine grade pulverized area to proper grades and elevations and compact to maximum density. Pave total area 488 square yards with 2" inches of 19mm binder asphalt and compact. Apply a liquid tack coat to the binder surface and install an additional 1" inch of 9.5mm surface asphalt and compact to a smooth uniform finish. Please note: If both the parking lot and the roadway work are performed during the same mobilization, there would be a price reduction of \$8,785.00 from the total price below.		37,805.00	37,805.00
Striping	Repaint all parking lines and stencils paved over to current configuration.		750.00	750.00

Project Total:

There shall be a one (1) year guarantee on the material and all workmanship, except as applied to cracks. The guarantee shall be limited to the replacement of the material and application of the same. Property owner indemnifies RP Paving Solutions from any and all claims except those due to negligence.

Thank you for the opportunity

Please sign below for acceptance:

Sign Here:

RP Paving Solutions, LLC

106 Three West Parkway

Villa Rica, GA 30180

Office Phone: 678-840-4088

PROPOSAL

Date: **Proposal No.:**

5/30/2019

18513

Customer Name / Address:	
City of Villa Rica Streets & Solid Waste 571 Bankhead Hwy Villa Rica, GA 30180	
Phone:	770-459-3471

Job Name / Location:
Old Library Lot & Roadway
Project Manager Contact Info.:
Chris 404-925-7308

Due to the recent volatility of the crude oil market, prices are subject to change prior to commencement of your project. Notification of any changes in pricing will be submitted prior to mobilization.

[illegible]

Thank you for the opportunity

Please sign below for acceptance:

Sign Here:



RP Paving Solutions, LLC

106 Three West Parkway

Villa Rica, GA 30180

Office Phone: 678-840-4088

PROPOSAL

Date: Proposal No.:

5/30/2019

18512

Customer Name / Address:

City of Villa Rica
Streets & Solid Waste
571 Bankhead Hwy
Villa Rica, GA 30180

Phone:

770-459-3471

Job Name / Location:

Old Library Lot

Project Manager Contact Info.:

Chris 404-925-7308

Due to the recent volatility of the crude oil market, prices are subject to change prior to commencement of your project. Notification of any changes in pricing will be submitted prior to mobilization.

Item	Description	Qty/Yds.	Price	Total
	City of Villa Rica Old Library Lot 571 W. Bankhead Highway Villa Rica Ga.			
Saw-Cut Repair	REPAIR PRIOR TO OVERLAY: Saw-cut and remove 88 sq. yds. of damaged asphalt pavement at 1 area and dispose of off site. Clean surrounding area and vertical edges. Compact remaining aggregate base and apply a liquid tack coat to all vertical edges. Pave area with 3" inches of 19mm binder asphalt and compact to flush with all surrounding asphalt surfaces.		2,640.00	2,640.00
Perma Flex Overlay	Install 1,836 sq. yds. of Perma Flex overlay (Old Library Lot). Profile mill to a depth of 2.5" inches at all concrete curbs and asphalt abutments. Clean area to be paved free of all dirt and debris. Apply a liquid tack coat to total area for bonding. Install 1.5" inches of Perma Flex asphalt and compact. Install an additional 1" inch of 9.5mm surface asphalt and compact to a smooth uniform finish.		44,195.00	44,195.00
Striping	Repaint all parking lines and stencils paved over to current configuration.		750.00	750.00

Project Total:

There shall be a one (1) year guarantee on the material and all workmanship, except as applied to cracks. The guarantee shall be limited to the replacement of the material and application of the same. Property owner indemnifies RP Paving Solutions from any and all claims except those due to negligence.

Thank you for the opportunity

Please sign below for acceptance:

Sign Here:



RP Paving Solutions, LLC

106 Three West Parkway

Villa Rica, GA 30180

Office Phone: 678-840-4088

PROPOSAL

Date: Proposal No.:

5/30/2019

18512

Customer Name / Address:

City of Villa Rica
Streets & Solid Waste
571 Bankhead Hwy
Villa Rica, GA 30180

Phone:

770-459-3471

Job Name / Location:

Old Library Lot

Project Manager Contact Info.:

Chris 404-925-7308

Due to the recent volatility of the crude oil market, prices are subject to change prior to commencement of your project. Notification of any changes in pricing will be submitted prior to mobilization.

Item	Description	Qty/Yds.	Price	Total
05 - Existing	Existing Customer			
Project Total:			\$47,585.00	
There shall be a one (1) year guarantee on the material and all workmanship, except as applied to cracks. The guarantee shall be limited to the replacement of the material and application of the same. Property owner indemnifies RP Paving Solutions from any and all claims except those due to negligence.				

Thank you for the opportunity

Please sign below for acceptance:

Sign Here: _____